

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30</i>		1. REQUISITION NUMBER 0020015486		PAGE OF PAGES 1 3	
2. CONTRACT NO. HSBP1005D00988		3. AWARD/EFF. DATE 09/09/2005	4. ORDER NUMBER	5. SOLICITATION NUMBER HSBP1005R0376	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b) (6)		b. TELEPHONE NUMBER (No collect calls) (b) (6)	8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY Department of Homeland Security Customs & Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR SET ASIDE : _____ % FCR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 334517 SIZE STANDARD: 0500 EMPLOYEES			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO CODE See Attached Delivery Schedule		DELIVERY DATE 08/21/2006	16. ADMINISTERED BY CODE Dept of Homeland Security Customs & Border Protection Office of Procurement - NP 1310 1300 Pennsylvania Ave. NW Washington DC 20229		
17a. CONTRACTOR/ OFFEROR CODE UUUUUUUU RAPISCAN SECURITY PRODUCTS INC 3232 W EL SEGUNDO BLVD HAWTHORNE CA 90250 TELEPHONE NO.		FACILITY CODE TIN NO. (b) (4)	17b. PAYMENT WILL BE MADE BY CODE 70050800 DHS - Customs & Border Protection National Finance Center P.O. Box 68908 Indianapolis IN 46268		
<input type="checkbox"/> 17c. 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			
19. ITEM NO. 00010-001	20. SCHEDULE OF SUPPLIES/SERVICES Large Scale NII Equipment and Services		21. QUANTITY 1.00	22. UNIT AU	23. UNIT PRICE \$100.00
					24. AMOUNT \$100.00
25. ACCOUNTING AND APPROPRIATION DATA				25. TOTAL AWARD AMOUNT (For Govt Use Only) \$100.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input 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 type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR SHALL ITEMS SET FORTH OR ON ANY ADDITIONAL SHEETS CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT. REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING _____ SET FORTH HEREIN IS ACCEPTED AS TO _____ (CONTRACTING OFFICER)			
(b) (6)		30c. DATE SIGNED 9/9/05		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Terence Lew	31c. DATE SIGNED 9/9/05
VICE PRESIDENT					

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

CONTRACT NO.:
HSBP1005D00988REQUISITION NUMBER
0020015486AWARD/EFF. DATE
08/22/2005

ADDITIONAL INFORMATION:

This U.S. Customs and Border Protection (CBP) contract is for imaging systems for Large Scale Non-Intrusive Inspection (NII) equipment. The requirement is for the delivery of either low-energy and/or high-energy system configurations (fixed, mobile, rail and pallet). These imaging systems are for the detection of weapons of mass destruction, explosives, conventional weapons, drugs, and other contraband, concealed in steel-walled tankers, tractor trailers, towed vehicles, cargo containers, automobiles, pick-up trucks, buses, towed trailers, railcars and large pallets.

The contractor shall provide NII equipment and services in accordance with its proposal dated May 31, 2005, as clarified by subsequent submissions on June 28, 2005, July 28, 2005, and August 9, 2005, submitted in response to CBP Request for Proposal HSBP1005R0376, as amended.

Contractor performance shall conform with the contract's terms and conditions, Statement of Work, and Data Item Descriptions for delivery of the equipment and services listed in the attached Line Item Price List.

Reference FAR 52.216-1 Type of Contract (APR 1984):

This is a multiple award firm fixed-price, indefinite delivery, indefinite quantity contract for equipment with time and material terms applicable to installation support services. Equipment and related services will be ordered through delivery orders issued under the contract.

Period of Performance:

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					
32b. SIGNATURE OF AUTHORIZED GOVT. 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		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		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 RECD (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTRACT NO.:
HSBP1005D00988

REQUISITION NUMBER
0020015486

AWARD/EFF. DATE
08/22/2005

ADDITIONAL INFORMATION:

This contract is effective 12 months from the date of award. Extension of this performance period shall be subject to contract clause FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000).

Contract Attachments:

1. Statement of Work dated May 26, 2005
2. Data Item Descriptions dated May 23, 2005
3. Contract Line Item Prices

SCHEDULE OF SUPPLIES/SERVICES

The contractor shall deliver large scale non-intrusive inspection equipment and related services as specified in this contract.

See the contract's attachments for the applicable: Statement of Work / Performance Specifications, Data Item Descriptions, Contract Line Item Price Lists.

DELIVERY SCHEDULE

Delivery:

Delivery locations will be as indicated in subsequent Delivery Orders placed under the contract. Deliveries of equipment, ready for acceptance testing, shall be made F.O.B origin within five months from receipt of a Delivery Order. The CBP may establish other delivery schedules on a case-by-case basis.

CONTRACT CLAUSES

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

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

<http://www.acqnet.gov>

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

NUMBER	DATE	TITLE
52.212-4	OCT 2003	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

A.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

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

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

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

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

XX (3) 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).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) of 52.219-5

___ (iii) Alternate II (JUN 2003) of 52.219-5

___ (5) (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

- ___ (6) (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
- XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- XX (iii) Alternate II (OCT 2001) of 52.219-9
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 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.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- ___ (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- XX (23) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- ___ (24) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.

- ___ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 - ___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
 - XX (29) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - XX (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - XX (31) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 - ___ (32) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - ___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - ___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 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, as Amended (JUL 2005) (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) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the

records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

A.3 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The

Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

- (2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.
- (3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

- (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.
- (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--
 - (i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or
 - (ii) Will make these payments determined due--
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (4)
 - (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
 - (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
 - (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

- (5) To the extent able, the Contractor shall--
- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g)) of this section, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of

and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.
- (h) Interim payments.
- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
 - (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

[End of Clause]

A.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from one base year after contract award through four optional contract years from award..
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

A.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

[End of Clause]

A.6 MULTIPLE AWARD ORDERING PROCEDURES

(a) Minimum and Maximum Orders

The estimated quantities per Contract Line Item (CLIN) shown in Attachment 3, Contract Price Lists, will be used by the Government for price evaluation purposes. For the base contract year, the dollar value of the minimum order per contract award is \$100.00. The dollar value of the maximum order per contract award is \$30,000,000.00. Due to current funding limitations, there is no minimum commitment for Rail Systems.

(b) Protests

In accordance with FAR 16.505 (a)(8), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order placed under a contract(s) awarded through this solicitation, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(d) and 41 U.S.C. 253j(d)).

(c) Fair Opportunity

For any CLIN awarded to multiple contractors, the contracting officer will provide each awardee a fair opportunity to be considered for each order exceeding \$2,500.00 in accordance with FAR 16.505 (b) Orders under multiple award contracts. The competition requirements in FAR Part 6 and the source selection policies in FAR Subpart 15.3 do not apply to the ordering process.

(d) Procedures

The contract's ordering procedures:

- (1) Will not use any method (such as allocation or designation of any preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each order;
- (2) May be tailored to meet the needs of each acquisition;
- (3) Will consider price or cost under each order as one of the factors in the selection decision;
- (4) Will consider past performance on earlier orders under the contract, including quality, timeliness and cost control;
- (5) May consider the potential impact on other orders placed with the contractor;
- (6) Will consider minimum order requirements;
- (7) May employ exceptions to the fair opportunity process in accordance with FAR 16.505(b)(2).

End of Clause

A.7 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years..

[End of Clause]

A.8 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--
 - (1) Be submitted in writing;

- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

A.9 52.227-3 PATENT INDEMNITY (APR 1984)

- (a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to--
- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
 - (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
 - (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

[End of Clause]

A.10 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements, except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

- (i) Data first produced in the performance of this contract.
- (ii) Form, fit, and function data delivered under this contract.
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this contract.
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

- (c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c) and to include such notices on all reproductions of the data.
- (d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notice specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
- (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days

approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibition.

- (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
 - (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
 - (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
 - (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings.
- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
 - (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition of this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

[End of Clause]

A.11 TECHNOLOGY REFRESHMENT

- (a) Given the pace of change in the marketplace for non-intrusive inspection systems, it is impossible to anticipate how the marketplace and individual CBP requirements will evolve over the life of the contract. The scope of this contract is meant to accommodate advances in technology to allow it to improve CBP mission accomplishment. Throughout the life of this contract, the contractor is encouraged to seek ways to incorporate innovative and emerging technologies that will efficiently and economically improve NII systems performance and improve CBP's mission performance.
- (b) The contractor shall support any technology refreshment that CBP migrates to in support of its needs. The contractor shall maintain current, state-of-the-art knowledge as the emergence of new NII technology, new products, upgrades for existing products, protocols and systems occurs in relation to CBP's mission. Considering the dynamic and changing nature of technology and the services to support contract requirements in the CBP evolving environment, the contractor shall be broad in capabilities and flexible in terms.
- (c) The scope of this contract includes support services by the contractor to assist CBP in implementing technological refreshment enhancements for any architecture that may become a part of the CBP environment or which may become available as a result of technological improvements.
- (d) CBP may, at any time, acquire products or services from other sources and implement them into the CBP environment. Research, training, or other expenses, required to remain current in state-of-the-art is the responsibility of the contractor.

End of Clause

A.12 ENGINEERING CHANGES (JAN 2005)

- (a) After contract award the Government may solicit, and the contractor is encouraged to independently propose, engineering changes to equipment and/or software. These changes may be proposed to save money or to improve performance. If the changes are acceptable by both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) This clause applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted with each proposal:
 - (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal:
 - (4) An evaluation of the effects the change would have on the collateral cost to the Government, such as the Government-furnished property cost of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the contract. Also any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the contracting officer, subject to the availability of funds, shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and not subject to the "disputes" clause of this contract.
- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice shall be given by a written modification to this contract. Unless and until a modification is executed to incorporate an engineering change under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an engineering change submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment of the contract price shall be in accordance with the "Changes" clause rather than this clause, but the resulting contract modification shall state the change is made pursuant to this clause.

- (f) The contractor is asked to specifically identify any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the contractor prefers not be disclosed to the public. Such identification of material as confidential and/or proprietary, however, is for information purposes and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release pursuant to the Freedom of Information Act, 5 U.S.C. 552.

End of clause

A.13 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEC 2003)

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

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

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

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

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

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

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
 - (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stock;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.
- (g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

[End of Clause]

A.14 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]

A.15 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

[End of Clause]

A.16 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]

A.17 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) Alternate IV (APR 1984)

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

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

"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 commencing at acceptance of the property by the Contracting Officer or the Contracting Officers designated representative all supplies furnished under this contract will be free from defects in design, 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. The warranty shall convey to the government all warranties provided by vendors/OEMs with whom the prime contractor formed subcontracts and from whom the prime contractor obtained supplies and services.
- (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 nonavailability.
- (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.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

CONTRACT HSBP1005D00985 ATTACHMENTS:

- 1. Statement of Work/Performance Specifications dated May 26, 2005**
- 2. Data Item Descriptions dated May 23, 2005**
- 3. Rapiscan Contract Line Item (CLIN) Prices**

LS-NII Contract

Attachment 1

(Formerly RFP HSBP1005R0376 , Amendment 0002, Amended Attachment 1)

STATEMENT OF WORK /PERFORMANCE SPECIFICATION

**LARGE SCALE NON INTRUSIVE INSPECTION
(NII) SYSTEMS**

May 26, 2005

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- 1.0 SCOPE4**
 - 1.1 PROGRAM ORGANIZATION4
 - 1.1.1 GOVERNMENT MANAGEMENT ORGANIZATION4
 - 1.1.2 CONTRACTOR MANAGEMENT ORGANIZATION4
 - 1.2 PURPOSE4
 - 1.3 BACKGROUND5
 - 1.4 GOVERNMENT FURNISHED MATERIALS, PROPERTY AND INFORMATION.....5
- 2.0 DOCUMENTS5**
 - 2.1 APPLICABLE DOCUMENTS.....5
- 3.0 REQUIREMENTS6**
 - 3.1 GENERAL REQUIREMENTS - CLIN's 00010 to 00140.....6
 - 3.1.1 PERFORMANCE REQUIREMENTS FOR CATEGORY 1 - LOW-DENSITY CARGOES6
 - 3.1.2 SYSTEM CONFIGURATIONS AND OPERATIONAL SPECIFICATIONS FOR LOW DENSITY CARGOES- CLIN's 00010 - 00040.....7
 - 3.1.2.1 *Configuration 1 – Fixed System for Low Density Cargoes - CLIN 00010*.....7
 - 3.1.2.2 *Configuration 2 – Mobile System for Low Density Cargoes - CLIN 00020*.....8
 - 3.1.2.3 *Configuration 3 – Pallet System for Low Density Cargoes - CLIN 00030*.....9
 - 3.1.2.4 *Configuration 4 – Rail System for Low Density Cargoes – CLIN 00040*.....10
 - 3.1.3 PERFORMANCE REQUIREMENTS FOR CATEGORY 2 - HIGH-DENSITY CARGOES..... 11
 - 3.1.3.1 *Radioactive Material/ WMD*.....11
 - 3.1.4 SYSTEM CONFIGURATION AND OPERATIONAL SPECIFICATIONS FOR HIGH DENSITY CARGOES- CLIN's 00050 - 00080..... 11
 - 3.1.4.1 *Configuration 5 – Fixed System for High Density Cargoes - CLIN 00050*.....12
 - 3.1.4.2 *Configuration 6 – Mobile System for High Density Cargoes – CLIN 00060*.....12
 - 3.1.4.3 *Configuration 7 – Pallet System for High Density Cargoes - CLIN 00070*.....13
 - 3.1.4.4 *Configuration 8 – Rail System for High Density Cargoes – CLIN 00080*.....14
 - 3.1.5 DETECTORS 15
 - 3.1.6 SOURCES..... 15
 - 3.1.7 IMAGING SYSTEM EQUIPMENT AND EQUIPMENT INSTALLATION..... 15
 - 3.2 SYSTEMS INTEGRATION 15
 - 3.2.1 COMMAND CENTER BOOTH (FIXED, PALLET, RAIL) 15
 - 3.2.2 WORKSTATION INTEGRATION AND INTERFACE..... 15
 - 3.2.2.1 (b) (7)(E) 16
 - 3.2.2.2 (b) (7)(E) 16
 - 3.2.2.3 (b) (7)(E) 16
 - 3.3 SAFETY INTERLOCKS 16
 - 3.4 TRANSPORT VEHICLE (MOBILE SYSTEMS)..... 16
 - 3.5 RELIABILITY, AVAILABILITY AND MAINTAINABILITY..... 16
 - 3.5.1 BASIC RELIABILITY QUANTITATIVE REQUIREMENTS 17
 - 3.5.1.1 *Reliability Predictions*.....17
 - 3.5.2 AVAILABILITY 18

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.3	MAINTAINABILITY.....	19
3.5.3.1	<i>Maintenance Plan</i>	19
3.5.3.2	<i>Mean Time to Repair (MTTR)</i>	19
3.5.3.3	<i>Maximum Corrective Maintenance (Unscheduled Maintenance) Time (MCMT)</i>	19
3.5.3.4	<i>Mean Preventive Maintenance Time (MPMT)</i>	19
3.5.3.5	<i>Maintenance Activity</i>	20
3.6	SITE PREPARATION - CLIN 00090	21
3.7	SYSTEM SUPPORT REQUIREMENTS.....	21
3.7.1	SYSTEM TRAINING - CLIN 00100	21
3.7.1.1	<i>Operator Training - CLIN 00110</i>	22
3.7.1.2	<i>Train-the-Trainer CLINs 00120- 00130</i>	22
3.7.1.3	<i>Technical Manuals - CLIN 00140</i>	22
3.7.2	TECHNICAL REVIEWS	24
3.7.2.1	<i>Other Reviews</i>	24
3.8	WARRANTY.....	24
3.8.1	<i>Reporting</i>	24
3.8.2	<i>Corrosion Control</i>	25
3.9	QUALITY ASSURANCE AND TESTING	25
3.9.1	QUALITY ASSURANCE	25
3.9.2	TESTING.....	25
3.9.2.1	<i>Acceptance Testing</i>	26
3.9.3	ILS TESTING.....	26
3.10	RADIATION SAFETY DESIGN REVIEW.....	26
3.11	CALIBRATION	26
3.11.1	CALIBRATION MAINTENANCE REQUIREMENT REPORT	26
3.12	SAFETY.....	26
3.12.1	RADIOLOGICAL SURVEY AND REPORT.....	27
4.0	INTEGRATED LOGISTICS SUPPORT FOR LARGE SCALE NII SYSTEMS	27
4.1	CONFIGURATION MANAGEMENT.....	27
4.1.1	TECHNICAL DOCUMENTATION CLIN - 00150.....	27
4.1.1.1	<i>Configuration Baseline</i>	28
4.1.2	MANAGEMENT OF THE TECHNICAL DOCUMENTATION.....	28
4.1.3	ENGINEERING CHANGE PROPOSALS (ECPs).....	28
4.1.4	INTERCHANGE ABILITY.....	29
4.1.5	ACCESSIBILITY.....	29
4.2	SPARES.....	29
5.0	DOCUMENTATION DELIVERABLES	29

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

STATEMENT OF WORK

1.0 SCOPE

Customs and Border Protection (CBP) has a need for improving its inspection of cargo conveyances arriving in the United States at various CBP Ports of Entry (POE). Due to recent world events it is imperative for security that incoming cargo conveyances are subjected to a high level of scrutiny. Therefore, CBP seeks to procure large-scale NII imaging systems for various POE, located throughout the United States. This Statement of Work (SOW) defines the tasks necessary to provide NII systems to include equipment, installation, testing, verification, documentation, and logistics requirements needed to satisfy the procurement.

1.1 Program Organization

This program is under the technical direction of the NII Contracting Officer Technical Representative (COTR) assigned to the CBP Applied Technology Division (ATD), Systems Acquisition Branch (SAB).

1.1.1 Government Management Organization

CBP management of this program will be accomplished through the CBP Applied Technology Division (ATD). CBP will coordinate with the NII System contractor or contractors to ensure successful system integration and or handle problems associated with site related issues. The exchange of technical data and the resolution of any interface issues will be facilitated. Critical issues will be expeditiously handled either through conference calls or special meetings at a location mutually agreed upon by CBP and the parties involved.

1.1.2 Contractor Management Organization

The contractor or contractors shall provide, for CBP review, a Project Management Plan, including all major points of contact and the overall management structure. The Project Management Plan shall be prepared in accordance with Data Item Description number A001.

1.2 Purpose

The purpose of NII Inspection Systems is to enable CPB to perform effective and efficient Non-Intrusive Inspection (NII) of conveyances, including trailer trucks, railcars, pallets,

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

trailer-mounted cargo containers and other vehicles for contraband such as illicit drugs, terrorist weapons and currency. These systems may be used for inspection of smaller vehicles such as cars, pickup trucks, buses, RVs and towed vehicles (e.g., trailers and boats). The system shall be capable of detecting contraband and WMD secreted in vehicles, railcars, containers and pallets.

1.3 Background

CBP officers, in the course of their work examine personnel and cargo seeking entry into the United States. These inspections take place at controlled border ports of entry, and are aimed at detecting items prohibited from import into or export from the U.S. Each day CBP officers use a myriad of NII equipment. NII systems in the mobile configuration will allow short notice relocation to different ports of entry, based on the threat.

1.4 Government Furnished Materials, Property and Information

The NII systems contractor or contractors shall coordinate with CBP and selected ports of entry for information associated with any environmental operating limits. The government will provide phone lines, electrical power, and exterior lighting as required.

2.0 DOCUMENTS

Documents cited shall be referenced and used as called for in this Statement of Work/ Performance Specification and the Data Item Descriptions (DIDs).

2.1 Applicable Documents

- Code of Federal Regulations, 10CFR20, (Standards for Protection Against Radiation), 2002 (NRC)
- American National Standard for General Radiation Safety, ANSI N43.3 (Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, energies up to 10 MeV), 1993
- Code of Federal Regulations, 21CFR179 (Irradiation in the Production, Processing and Handling of Food), 1996 (FDA)
- Code of Federal Regulations, 14 CFR108.17 (e), Use of X-Ray Systems (Photographic Film Safety) (FAA)
- Code of Federal Regulations, 49CFR172 (Hazardous Materials Table, etc.), 2003 (DOT)
- Code of Federal Regulations, 10CFR71 (Packaging and Transportation of Radioactive Materials), 2002 (NRC)
- Occupational Safety and Health Standards (OSHA), 29 CFR 1910, 2004

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- American National Standard, ANSI N42.35 (Evaluation and Performance of Radiation Detection Portal Monitors for Homeland Security), 2004
- American National Standard, ANSI N42.38 (Performance Criteria for Spectroscopy-Based Portal Monitors for Homeland Security), Draft
- American National Standard, ANSI N42.41 (Performance Criteria and Evaluation of Active Interrogation Systems for Homeland Security), in development.
- American Society of Testing and Materials (ASTM),(Performance Standards for CBRNE Sensors), in development
- American Society of Mechanical Engineers Standards
- ASTM Testing Standards (ASTM F 792-01, ASTM E1647-03)
- NFPA 79, Electrical Standards for Industrial Machinery
- NFPA 70, Recommended Practice for Electrical Equipment Maintenance
- Any future applicable ANSI standards.

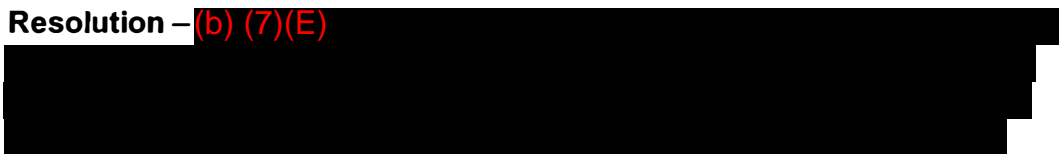
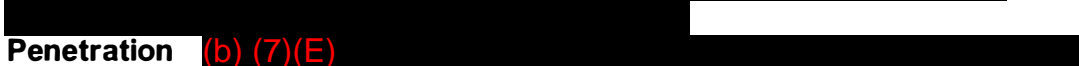
3.0 REQUIREMENTS

The contractor shall perform all tasks within this SOW through issued delivery orders. The contractor shall abide by all applicable Code of Federal Regulations in performing all tasks. The contractor shall be held liable for adhering to such regulations. Requirements for this effort shall include the fabrication, integration, test, installation, training and logistics support of NII inspection systems. These systems will be located at various CBP POE along the southwest and northern borders, seaports and airports within the United States. Specific sites and schedules shall be identified during contract negotiations.

3.1 General Requirements - CLIN's 00010 to 00140

The requirements of this contract will be divided into two categories; 1) Low Density Cargoes and 2) High Density Cargoes. Under both categories, the contractor shall perform the work necessary to fabricate, integrate, test, install and provide warranty and logistics services, including initial operator training for support of these NII inspection systems. Each NII inspection system shall include elements as defined in this Statement of Work /Performance Specification.

3.1.1 Performance Requirements for Category 1 - Low-Density Cargoes

1. Resolution – (b) (7)(E) 
2. Penetration (b) (7)(E) 

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- 3. **Contrast Sensitivity** (b) (7)(E)
 [Redacted]

- 4. **Throughput** – (b) (7)(E)
 [Redacted]
- 5. **Image quality** - (resolution, contrast and penetration, etc.) shall be satisfied using high efficiency detectors
- 6. **A built-in capability** to passively detect (in a single pass) the presence of neutron and gamma radiation emissions is desired
- 7. [Redacted] (b) (7)(E)
 [Redacted]
- 8. **Scan size** Must show the entire target vehicle being scanned in a single screen display

3.1.1.1 Radioactive Material/ WMD

Radioactive materials and WMD detection and identification performance shall be demonstrated using standard radioactive test sources as described in **table 3 of the ANSI Standard N42.35** as threat surrogates.

3.1.2 System Configurations and Operational Specifications for Low Density Cargoes- CLIN’s 00010- 00040

The System Configurations and Operational Specifications will differ slightly based on the system configuration (i.e. Fixed, Mobile, Pallet or Rail). The following system configurations may be required under this contract and will be restricted to the operational aspects as described.

3.1.2.1 Configuration 1 – Fixed System for Low Density Cargoes - CLIN 00010

The Fixed systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.1 of this SOW and shall include the following:

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for low density the imaging system shall meet these operational specifications.

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Number of operators - (b) (7)(E)
3. Operational Environment - (b) (7)(E)
4. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
5. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60- hertz power, and a surge protector for maintenance of the unit.
6. Operating Hours - (b) (7)(E)
7. (b) (7)(E)

3.1.2.2 Configuration 2 – Mobile System for Low Density Cargoes - CLIN 00020

The Mobile systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.1 of this SOW and shall include the following:

- Mobile platform or Truck
- Detector and Source Boom Assembly
- Imaging System Equipment (i.e. X-ray or Gamma Ray)
- Operator Controls and Displays
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for low density the imaging system shall meet these operational specifications.

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Number of operators - (b) (7)(E)

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- 3. Operational Environment – (b) (7)(E)
- 4. Travel Configuration – must be able to travel on highways with maximum height limited to 13 ft. 6 in. and maximum width limited to 8 ft. 6 in
- 5. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
- 6. Power Requirements–220 VAC, 1 to 3-phase, 80 Amps per phase 60-hertz power, and a surge protector for maintenance of the unit
- 7. Operating Hours – (b) (7)(E)
- 8. Maximum target vehicle Size – (b) (7)(E)
- 9. Power Requirements–220 VAC, 1 to 3-phase
- 10. (b) (7)(E)
- 11. Mounting Station for a Panasonic Toughbook (Model CF-29) that meets these operational specifications.
 - a. Equipment - Mounting Station for Panasonic Toughbook (Model CF-29)
 - b. Installation - Installed to allow easy access for Laptop Operation by CBP Officer
 - c. Security - Key Lockable Mounting station to prevent theft
 - d. Power Requirements - Power Supply for AC Adapter 100V-240V 50/60 Hz

3.1.2.3 Configuration 3 – Pallet System for Low Density Cargoes - CLIN 00030

The Pallet systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.1 of this SOW and shall include the following:

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for low density the imaging system shall meet these operational specifications.

- 1. Maximum Controlled Operating Area - (b) (7)(E)
- 2. Number of operators – (b) (7)(E)
- 3. Operational Environment – (b) (7)(E)

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

- (b) (7)(E)
- 4. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated controlled area)
- 5. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60- hertz power, and a surge protector for maintenance of the unit
- 6. Maximum pallet Size - (b) (7)(E)
- 7. Maximum pallet weight—(b) (7)(E)
- 8. Operating Hours – (b) (7)(E)
- 9. (b) (7)(E)

3.1.2.4 Configuration 4 – Rail System for Low Density Cargoes – CLIN 00040

The Rail systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.1 of this SOW and shall include the following:

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for low density the imaging system shall meet these operational specifications.

- 1. Maximum Controlled Operating Area—(b) (7)(E)
- 2. Scan Speed – (b) (7)(E)
- 3. Number of operators—(b) (7)(E)
- 4. Operational Environment—(b) (7)(E)
- 5. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
- 6. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60-hertz power, and a surge protector for maintenance of the unit
- 7. System tunnel – must comply with the North American Train Bridge Envelope for all height and width requirements
- 8. Operating Hours – (b) (7)(E)
- 9. (b) (7)(E)

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.1.3 Performance Requirements for Category 2 - High-Density Cargoes

1. **Resolution** – (b) (7)(E) [Redacted]
2. **Penetration** (b) (7)(E) [Redacted]
3. **Contrast Sensitivity** (b) (7)(E) [Redacted]
4. **Throughput** – (b) (7)(E) [Redacted]
5. **Image quality** - (resolution, contrast and penetration, etc.) shall be satisfied using high efficiency detectors
6. **A built-in capability** - to passively detect (in a single pass) the presence of neutron and gamma radiation emissions is desired
7. [Redacted] (b) (7)(E) [Redacted]
8. **Scan size** - Must show the entire target vehicle being scanned in a single screen display.

3.1.3.1 Radioactive Material/ WMD

Radioactive materials and WMD detection and identification performance shall be demonstrated using standard radioactive test sources as described in **table 3 of the ANSI Standard N42.35** as threat surrogates.

3.1.4 System Configuration and Operational Specifications for High Density Cargoes- CLIN's 00050 - 00080

The System Configuration and Operational Specifications will differ slightly based on the system configuration (i.e. Fixed, Mobile, Pallet or Rail). The following configurations may be required under this contract and will be restricted to the operational aspects as described.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.1.4.1 Configuration 5 – Fixed System for High Density Cargoes - CLIN 00050

The Fixed systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.3 of this SOW and shall include the following:

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for high density the imaging system shall meet these operational specification.

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Number of operators - (b) (7)(E)
3. Operational Environment - (b) (7)(E)
4. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
5. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60- hertz power, and a surge protector for maintenance of the unit
6. Operating Hours - (b) (7)(E)
7. (b) (7)(E)

3.1.4.2 Configuration 6 – Mobile System for High Density Cargoes – CLIN 00060

The Mobile systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.3 of this SOW and shall include the following:

- Mobile platform or Truck
- Detector and Source Boom Assembly
- Imaging System Equipment (i.e. X-ray or Gamma Ray)
- Operator Controls and Displays
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for high density the imaging system shall meet

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

these operational specification.

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Number of operators - (b) (7)(E)
3. Operational Environment - (b) (7)(E)
4. Travel Configuration – must be able to travel on highways with maximum height limited to 13 ft. 6 in. and maximum width limited to 8 ft. 6 in
5. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
6. Power Requirements–220 VAC, 1 to 3-phase, 80 Amps per phase 60-hertz power, and a surge protector for maintenance of the unit
7. Operating Hours - (b) (7)(E)
8. Maximum target vehicle Size - (b) (7)(E)
9. Power Requirements–220 VAC, 1 to 3-phase
- 12 (b) (7)(E)
13. Mounting Station for a Panasonic Toughbook (Model CF-29) that meets these operational specifications.
 - a. Equipment - Mounting Station for Panasonic Toughbook (Model CF-29)
 - b. Installation - Installed to allow easy access for Laptop Operation by CBP Officer
 - c. Security - Key Lockable Mounting station to prevent theft
 - d. Power Requirements - Power Supply for AC Adapter 100V-240V 50/60 Hz

3.1.4.3 Configuration 7 – Pallet System for High Density Cargoes - CLIN 00070

The Pallet systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.3 of this SOW and shall include the following:

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for high density the imaging system shall meet these operational specification.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Number of operators - (b) (7)(E)
3. Operational Environment - (b) (7)(E)
4. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated controlled area)
5. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60- hertz power, and a surge protector for maintenance of the unit.
6. Maximum pallet Size - (b) (7)(E)
7. Maximum pallet weight - (b) (7)(E)
8. Operating Hours - (b) (7)(E)
9. (b) (7)(E)

3.1.4.4 Configuration 8 – Rail System for High Density Cargoes – CLIN 00080

The Rail systems required under this CLIN shall meet or exceed the Technical/Performance requirements as described in paragraph 3.1.3 of this SOW and shall include the following:

- Detector and Source System
- Detector Equipment
- X-ray or Gamma-Ray Source Equipment
- Command Center and Equipment or other housing
- Work Station Integration and Interface
- On-Site Training
- System Support

In addition to the performance requirements for high density the imaging system shall meet these operational specification.

1. Maximum Controlled Operating Area - (b) (7)(E)
2. Scan Speed - (b) (7)(E)
3. Number of operators - (b) (7)(E)
4. Operational Environment - (b) (7)(E)
5. Radiation Dose Limit for Non Radiation Workers - .05 mR/hr. above background. (System operators, drivers and personnel outside a designated Controlled area)
6. Power Requirements—220 VAC, 1 to 3-phase, 80 Amps per phase 60-hertz power, and a surge protector for maintenance of the unit.
7. System tunnel – must comply with the North American Train Bridge Envelope for all height and width requirements

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

8. Operating Hours – (b) (7)(E)

9. (b) (7)(E)

3.1.5 Detectors

As part of the NII system, the contractor shall deliver an array of detectors that are capable of meeting the Performance Specifications as described in this SOW.

3.1.6 Sources

The contractor shall deliver an imaging source, which may incorporate standard transmission x-ray with or without backscatter measurement technology or gamma ray source or sources and the source housing designed to best commercial practice.

3.1.7 Imaging System Equipment and Equipment Installation

In accordance with this Statement of Work/ Performance Specification, the contractor shall deliver NII Systems incorporating radiographic measurement technology designed to best commercial practice. However, at no time, shall safety, quality, or performance of equipment be compromised or sacrificed.

3.2 Systems Integration

Integration of NII inspection system equipment and its supporting Subsystems shall be the responsibility of the NII systems contractor.

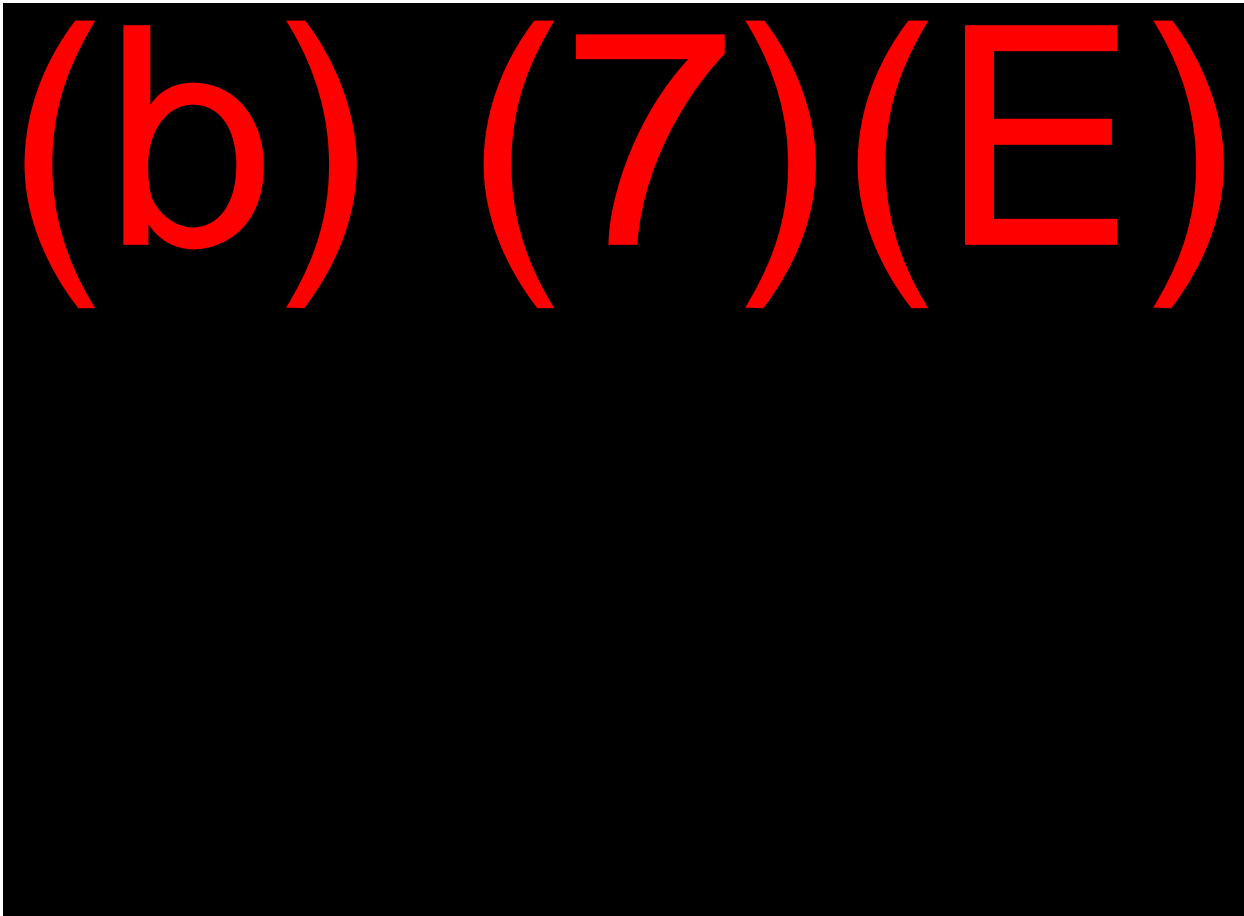
3.2.1 Command Center Booth (Fixed, Pallet, Rail)

The contractor shall deliver a Command Center designed to best commercial practice for housing the systems workstation / operating equipment for the Fixed, Pallet and Rail II systems. The systems workstation / operating equipment for the mobile systems shall be housed inside the mobile unit.

3.2.2 Workstation Integration and Interface

The contractor shall deliver the Workstation and Interface system for Fixed, Pallet, Mobile and Rail NII systems to include operator console and all operating systems, software, cameras, controls and displays to depict a video and radiographic image of the target.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)



3.3 Safety Interlocks

The NII system shall be designed to include safety interlocks which will allow an operator to interrupt the scanning process thereby closing the shutter in an emergency or when there is an unauthorized entry inside the systems given footprint.

3.4 Transport Vehicle (Mobile Systems)

The contractor shall deliver NII Mobile Inspection Systems with a vehicle capable of meeting all federal highway gross weight and dimension requirements.

3.5 Reliability, Availability and Maintainability

Each NII system is expected to have the highest Reliability, Availability and Maintainability achievable for this type of technology. The following are our minimum expectations for these systems.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.1 Basic Reliability Quantitative Requirements

(b) (7)(E)

A large black rectangular redaction box covers the majority of the page content between the section header and the sub-section header. The text "(b) (7)(E)" is written in red at the top left corner of this redacted area.

3.5.1.1 Reliability Predictions

The Contractor shall perform reliability predictions for the NII equipment. The prediction shall assume a constant failure rate for parts. For parts where no failure rate is available, a failure rate shall be estimated and the basis for the estimation shall be stated. Consideration of environmental factors for systems operated outside shall be for fixed, rail and mobile equipment. The external ambient temperatures utilized in the reliability prediction shall be based upon the upper and lower operating temperatures of the NII system. These Reliability Predictions will be matched to Measured Reliability during the Warranty Period.

3.5.1.1.1 Reliability Predictions Report

The Contractor shall submit a reliability prediction report as part of their proposal and shall be prepared in accordance with Data Item Description number A002. The Contractor shall identify reliability critical items.

3.5.1.1.2 Classification of Reliability Critical Items

A Critical Item is an identified weak link in a system, has an adverse impact on failures of the system performing its mission, creates potential safety problems, or contributes to other areas of high risk to overall system reliability. The Contractor shall classify all NII items as critical if one or more of the following conditions are satisfied:

- a. Item represents a significant new development or application.
- b. Item has critical failure modes.
- c. Item has history indicating need for improvement. A Preplanned Product Improvement Plan (PPIP) shall be developed and provided by the Contractor for any item with a history of needing improvement.
- d. Item has known operating life, limited shelf life, or environmental sensitivity (e.g., vibration, thermal, etc.) that warrants controlled surveillance.
- e. Item whose failure can result in the failure of the system and which is not compensated by redundancy or alternate operational procedures.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.1.1.3 Control of Reliability Critical Items

The Contractor shall be responsible for the control of critical items, which shall include as a minimum:

- a. Procedures for the procurement of critical items.
- b. Criteria and procedures for the design and redesign of critical items
- c. Procedures for controlling and monitoring of critical items after manufacture (e.g., date coding, traceability, assembly techniques, test requirements, acceptance test requirements, control of sub-contractors' and manufacturers' controls, in-process controls, special handling, and storage requirements).

3.5.1.1.4 Reliability Review

The Contractor shall identify and discuss all aspects of the prime item's reliability features and characteristics.

3.5.2 Availability

The Inherent Availability of the NII system shall be a minimum of 0.97.66 based on the model:

$$A_i = \frac{MTBF}{MTBF + MTTR}$$

Where:

A_i = Inherent Availability

MTBF = Mean Time Between Failures

MTTR = Mean Time To Repair

Inherent Availability is defined as the probability that the NII system, in the ideal NII system environment (i.e., readily available tools, spares, maintenance personnel, etc.) will operate satisfactorily at any point in time when called upon for operation. It excludes scheduled maintenance actions, logistics delay time, and administrative delay time.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.3 Maintainability

3.5.3.1 Maintenance Plan

The Contractor shall provide Maintenance Planning and Supply Support Plan sufficient to allow operation of the NII system throughout its planned life. The overall maintenance strategy is to provide NII system maintenance on three (3) levels: Organizational, Intermediate, and Depot. The Contractor shall provide a complete list of maintenance tasks and recommend the proper level of maintenance required, provide all documentation required, and identify parts required to complete each task.

3.5.3.2 Mean Time to Repair (MTTR)

Inherent to the vendors design the Mean Time to Repair (MTTR) for Large Scale NII systems shall not exceed 24 hours. MTTR is defined as the total time duration from notification of the repair activity until the system is returned to service ready status. The MTTR shall include on-system analysis and diagnostics.

3.5.3.3 Maximum Corrective Maintenance (Unscheduled Maintenance) Time (MCMT)

Inherent to the vendors design the Maximum Corrective Maintenance (Unscheduled Maintenance) Time (MCMT) for Large Scale NII systems shall not exceed 111 hours at the 98.5 percentile. The MCMT shall apply to on-system analysis and diagnostics. MCMT shall be defined as the time required for unscheduled maintenance, excluding administrative time. Administrative time shall include items such as test equipment assembly time, equipment-not-under-repair warm-up time, travel time to and from the job, reference material acquisition time, training time, quality inspection time, and workload control time.

3.5.3.4 Mean Preventive Maintenance Time (MPMT)

Inherent to the vendors design the Mean Preventive Maintenance Time (MPMT) for Large Scale NII systems shall not exceed 1.0 hours per (b) (7)(E) operating day, cumulative, calculated quarterly. MPMT shall be defined as the time required for unscheduled maintenance, excluding administrative time. Administrative time shall include such items as test equipment assembly time, equipment-not-under-repair warm-up time, travel time to and from the job, reference material acquisition time, training time, quality inspection time, and workload control time.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.3.5 Maintenance Activity

The Contractor shall conduct a Failure Mode Analysis (FMA) and a Level Of Repair Analysis (LORA), perform trade studies and optimize the total operation and maintenance concept and procedures for each configuration of the system. The Contractor shall develop diagnostic, preventive maintenance and repair procedures, and identify repair parts and special tools required to perform maintenance tasks. The contractor shall provide the information in a Maintenance Manual. For the purposes of the Specification, the following applies: a) Preventive Maintenance consists of those tasks performed at predetermined intervals in accordance with a maintenance schedule to ensure continuous satisfactory operation of the NII system. b) Corrective Maintenance consists of those repair tasks performed at the NII system by maintenance personnel to remedy malfunctions and return the NII system to a fully operable condition. Technicians shall perform all maintenance tasks. No Corrective or Preventive Maintenance shall be designed for performance by CBP Officers and Agents.

3.5.3.5.1 Preventive Maintenance

Preventive Maintenance (PM) tasks shall be identified and provided in the Maintenance Manual by the Contractor to include schedules, MTTR, parts, components, procedures, and systems.

3.5.3.5.2 Corrective Maintenance

Corrective Maintenance (CM) by its nature cannot be scheduled in advance or accurately predicted. The Contractor shall identify all Corrective Maintenance tasks that have occurred in the history of the subject NII device, or a similar device, and maintain a list of such tasks. Corrective Maintenance tasks shall be identified by the Contractor to include MTTR, parts, components and systems and provide all Corrective Maintenance tasks in the Maintenance Manual.

3.5.3.5.3 Extreme Environmental Maintenance Considerations

The Contractor shall identify all environmental conditions within the required operating environment considered extreme. The Contractor shall identify all extreme environmental maintenance tasks required for the operation of the NII systems in extreme environments. The list of tasks shall include MTTR, parts, components, procedures and systems, and they shall be provided in the Maintenance Manual. The environmental conditions list shall be prepared in accordance with Data Item Description number A003 and the list shall be maintained in the Technical Documentation Package for all NII devices throughout its life.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.5.3.5.4 Hazardous Materials Considerations

The Contractor shall identify all Hazardous Materials in all maintenance tasks in the Maintenance Manual. The list shall include the material description, quantity of the material, disposal instructions, exposure risks, symptoms and treatments. The list shall be prepared in accordance with Data Item Description number A004 and be maintained in the Technical Documentation Package throughout the life of the NII system. The list shall be derived for the Hazardous materials identified in the Code of Federal Regulations, 49CFR172 (Hazardous Materials Table, etc.), 2003 (DOT)

3.6 Site Preparation - CLIN 00090

The contractor shall provide to CBP design criteria for surface grade and any other environmental operating limits. The design criteria shall be prepared in accordance with the attached Data Item Description number A005. The contractor shall identify to CBP their requirements for exterior lighting, phone lines and electrical power for the system. Within 45 days of notification of each site selected for NII system installation, the contractor shall identify all site-specific facility requirements to CBP. CBP will ensure the assigned site meets these requirements. Upon approval of the site documentation the contractor shall be responsible for installation of the system if required by the NII configuration.

3.7 System Support Requirements

The following identify the programmatic and logistical requirements for NII Inspection Systems. The contractor shall prepare Monthly Progress Reports in accordance with the attached Data Item Description number A006.

3.7.1 System Training - CLIN 00100

Training development is required for all NII systems and related items produced under this contract. The Training shall consist of procedures for installation, setup, operating and maintaining the NII systems developed or produced as appropriate. Documentation of the Training may include but is not limited to a Training Plan, Student Guides, Instructor Guides, handout materials and other training aids, "hands on" exercises, a training report, and student evaluations of the training. All training shall be customized to CBP missions and requirements, and provided in accordance with CBP Office of Training and Development criteria. All Training Documentation shall be incorporated into the Technical Documentation package. The Government shall have full access to all data in the Technical Documentation file for the purposes of maintaining and upgrading the NII system, and training NII system operators and Maintenance Technicians.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.7.1.1 Operator Training - CLIN 00110

The contractor shall provide on-site training for CBP operator personnel at each site using materials to include classroom instruction, video, and on-the-job training aids. The training shall cover the imaging equipment, transport system operation, normal and emergency systems operations, image interpretation, and operator console operations. Training shall also include all items contained in the System User's Manual. The number of personnel to be trained at each site is variable, but efforts shall be made to limit each training class to 12 operators. Training shall not exceed 32 hours per operator. The contractor shall develop and provide training materials using the Instructional Systems Development (ISD) methodology which includes (1) Training Plan Outline, (2) Course Syllabus, (3) Instructor's Guide, (4) NII System description, (5) Student Guide, (6) Operator's and Maintainer's Manuals, (7) Operation Procedures Handouts, (8) operator's video, and (9) other materials. This shall be prepared in accordance with Data Item Description number A007. Training for CBP designated Acceptance Team personnel shall be completed seven days before system acceptance testing. Details of the training and training schedule shall be included in the Training Plan (TP). The TP, associated documentation and operator's video shall be prepared in accordance with the attached Data Item Description numbers A009. A copy of the operator's training Video shall be left at each site at the conclusion of testing. Operator training shall be completed within 15 working days after system acceptance.

3.7.1.2 Train-the-Trainer CLINs 00120 - 00130

The contractor shall develop and provide Train-the-Trainer courses to include classroom, video and on-the-job training aids. As a minimum, the training shall cover the imaging equipment and transport system operation, normal and emergency systems operations, target interpretation, and operator console operations. Training shall also include all items contained in the System Users' Manual.

The contractor shall be required to present this training to the CBP instructors at the Federal Law Enforcement Training Center (FLETC) in Brunswick, GA

3.7.1.3 Technical Manuals - CLIN 00140

The contractor shall provide a System's User Manual and Maintenance/Service Manual and Vendor Technical Documentation prepared in accordance with the attached Data Item Descriptions numbers A008, A009 and A010. Use commercial-off-the-shelf manuals when feasible. Make all manuals in the interactive electronic format.

3.7.1.3.1 Operator's Manual

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

An Operator's Manual is required for each unit developed or produced under this contract. The Operator's Manual shall contain a description of the NII device and its operation. System limitations, safety information, and other important information shall be highlighted. The Operator's Manual shall contain a detailed explanation of every task required during the operation of the NII system. Any operator-level maintenance tasks shall be fully explained in the Operator's Manual.

3.7.1.3.2 Operational/Storage Checklist

A laminated Operators Checklist shall be provided on a single sheet, listing each step in the procedure required: (1) for operating the NII system, (2) for preparing an operational system for short or long-term storage, and (3) for preparing a stored NII system for operation. The checklist shall only list the sequential steps. Each step shall be described in detail in the Operator's Manual and each step shall reference an Operator's Manual page number. The checklist shall be attached to the NII system near the operator's station.

3.7.1.3.3 Maintenance Manual

Corrective and Preventive Maintenance actions and procedures shall be documented in a Maintenance Manual. A Maintenance Manual is required for each production lot of NII systems developed or produced under this contract. A single Maintenance Manual may apply to more than one (1) NII system provided the systems are similar or a revision of an existing system. Identification of NII model number and/or revision number shall be clearly explained in the Maintenance Manual. The Maintenance Manual shall contain a description of the NII device and its operation. System limitations, safety information, and other important information shall be highlighted.

3.7.1.3.3.1 Preventive Maintenance

The Maintenance Manual shall contain a detailed explanation of every task required on the Preventive Maintenance Schedule. All components with a service life less than the NII system shall be identified and addressed in the preventive maintenance schedule.

3.7.1.3.3.2 Corrective Maintenance

The Maintenance Manual shall contain a detailed explanation of every foreseeable task from the Level of Repair Analysis required to repair the NII system in case of failure. The Maintenance Manual shall be continuously updated during the service life of the NII system to incorporate unforeseen corrective maintenance tasks.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.7.2 Technical Reviews

The contractor shall host, at his facility, a contract kick-off meeting, System Review (SR), a Final Configuration Review (FCR) and a Factory Acceptance Test meeting. Quarterly reviews will be held at a government site or the contractor's facility and may be combined with major program reviews. The contractor shall document and prepare for CBP approval all meeting and review minutes. The contract kick-off meeting shall be within 30 days after contract award. The SR shall be 120 days and the FCR 210 days after contract award. All meeting dates shall be mutually agreed upon.

3.7.2.1 Other Reviews

The contractor shall hold additional reviews as deemed necessary by CBP not to exceed four (4) per year.

3.8 Warranty

The contractor shall provide a minimum of one-year Failure Free total system warranty for all NII systems, to include the transporter, detectors, imaging source, signal processors and operator console equipment. All repair actions during the warranty shall be included in a Failure and Error Report prepared in accordance with the attached Data Item Description number A011.

At the end of the warranty period, the CBP National Enforcement Equipment Maintenance and Repair (NEEMR) organization will perform all maintenance. The Contractor shall involve and integrate NEEMR into the maintenance process during the Warranty Period to ensure a smooth transition. All warranty and post-warranty requests for service and support from the field will be conveyed to the service provider with an assigned Job Control Number (JCN) by the 24/7 NEEMR helpdesk at 1-866-NEEMRAID.

3.8.1 Reporting

During the warranty, the Contractor shall maintain a log of all maintenance actions. The log shall include the description of operational activities prior to a failure with a description of the failure, shut down causes, corrective actions taken, serial number of the item repaired, hour meter reading, list of the items repaired/replaced, date repair was completed and item's home port. The Contractor shall establish, define, and report logistics figures of merit based on the log. These figures shall include (at a minimum), Mean Time Between Failure (MTBF), Mean Time to Repair (MTTR), Mean Cost to Repair (MCTR) and Mean Customer Wait Time (MCWT). At the expiration of warranty period, the contractor shall submit reports reflecting figures of merit that span the entire warranty period.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.8.2 Corrosion Control

The Contractor shall design and manufacture the NII system to prevent corrosion induced by weather, airborne pollution, salt-water spray, ice inhibiting road chemicals, geographic operating environments, and galvanic reaction.

During the period of warranty, the Contractor shall perform a corrosion control program that shall include inspection, cleaning, washing, scaling, corrosion inhibitor application, priming, painting, and waxing surfaces exposed to the elements. The Contractor shall document in the NII system logbook the actions taken, the treatment site, and the contact information of the service provider.

3.9 Quality Assurance and Testing

The contractor shall perform inspections and tests necessary to ensure that NII Inspection Systems conforms to CBP approved technical documentation and configuration.

3.9.1 Quality Assurance

The contractor shall provide for government review a quality assurance plan prepared in accordance with Data Item Description number A012 as it pertains to the production and manufacturing of NII Inspection Systems. The Contractor shall provide for Government review a plan for measuring performance during the warranty period. CBP technical team members shall observe and evaluate the contractor's Factory Acceptance Test program on an "as required" basis.

3.9.2 Testing

The contractor shall be responsible for the preparation of and submission to CBP for approval, an Acceptance Test Plan (ATP), in accordance with the attached Data Item Description number A013. The contractor shall perform the tests necessary to ensure that NII system components are operating as specified in the ATP. **The vendor shall utilize applicable ASTM standards, i.e. ASTM E 592-99, ASTM E 747-97, ASTM E 1025-98, and ASTM F 792-01, for evaluation and testing of image and system performance requirements.** CBP officials, or their representatives, shall witness all formal testing and sign applicable documentation. Designated CBP personnel or their representatives shall perform the final on-site acceptance testing. The NII system shall pass all test elements of the ATP prior to acceptance by CBP. The vendor shall prepare and submit all materials necessary for FDA review in accordance with regulations and apply for waivers as necessary. The FDA submission and any exception to this certification must be clearly identified and copied to the CBP COTR.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.9.2.1 Acceptance Testing

Acceptance testing shall be conducted for each system by CBP in accordance with a CBP Acceptance Test Plan. This test will consist of three major items; inventory and physical inspection, integrated system performance, and a radiological survey.

3.9.3 ILS Testing

During the warranty period the Contractor shall develop and execute a Quality Assurance Surveillance Program (QASP) to verify that the ILS requirements of the Statement of Work are met. The QASP shall define and measure figures of merit, including, MTBF, MTTR and actual Availability.

3.10 Radiation Safety Design Review

The contractor is required to demonstrate the construction techniques, practices and design of the protective shielding/cabinet interfaces (corner joints, collimator joints, imaging source housing, etc.) **and shall be in compliance with ANSI N 43.3 standard for their system.** The contractor shall ensure that any movement or shifting that may be associated with a mobile system can not produce or lead to emission leaks from cracks, stress or misalignment of the structures and shielding devices that are either associated with the primary beam containment or scatter containment scheme.

3.11 Calibration

The contractor shall provide to CBP all requirements associated with calibration of the NII system. The contractor shall identify in the maintenance manuals the calibration procedures and any special test equipment. The contractor shall identify all systems, subsystems, equipment, and support equipment, which requires calibration.

3.11.1 Calibration Maintenance Requirement Report

The contractor shall provide to CBP a Calibration Maintenance Requirement Report (CMRR) for all operational and support equipment. The CMRR Report shall be prepared in accordance with the attached Data Item Description number A014.

3.12 Safety

The contractor for NII Inspection Systems shall maintain a system safety program that continually identifies all hazards and provides a methodology to either eliminate or control these identified hazards.

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

3.12.1 Radiological Survey and Report

The contractor for NII Inspection Systems shall be required to conduct a radiological survey to ensure that radiation emissions are within specified limits. Each system delivered shall be accompanied with a report of the radiological survey performed on the NII unit, signed by the responsible quality control officer of the company. This survey will address both the radiation levels that NII Inspection System operators will be exposed to while at their workstations, and the level of radiation that is transmitted to the environment as a result of system leakage. The report shall show that by means of an outline drawing the levels of emission/scatter radiation measured, the operating conditions (worst case) and the measurement equipment used. The contractor shall provide a radiological survey report in accordance with the attached Data Item Description number A015 for each system delivered.

4.0 INTEGRATED LOGISTICS SUPPORT FOR LARGE SCALE NII SYSTEMS

The CBP National Enforcement Equipment Maintenance and Repair (NEEMR) Program will manage the life-cycle requirements (i.e., maintenance, training, property management, etc.) after the NII unit is accepted.

4.1 Configuration Management

The contractor shall implement the Configuration Management Plan with the establishment of a Configuration Control Board (CCB). The contractor shall provide an as-built Configuration Baseline as identified in the attached Data Item Description number A016 with the delivery of each NII configuration. All configuration changes require prior approval of TSB's CCB. Hardware changes beyond Final Configuration Review (FCR) will require prior CBP approval. The contractor shall establish software CCB to review software changes until the delivery of the first NII system. CCB approval shall be required for changes to the software baseline and after the first delivery of a NII system.

4.1.1 Technical Documentation CLIN - 00150

The Technical Documentation shall consist of all documentation used by the Contractor and all Sub-Contractor's in the production of the NII system and any follow-on production or modification. This shall include the Configuration List and any background or supporting documentation used to make design or production decisions. The Technical Documentation Package shall be prepared in accordance with Data Item Description number A017. The manufacturer shall maintain this documentation past the planned life of the NII system. The Government shall have unlimited data rights (FAR 52.227-14) to all

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

data in the Technical Documentation file for the purposes of maintaining the NII system and training NII system operators and Maintenance Technicians. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.

4.1.1.1 Configuration Baseline

The Configuration Baseline is: (1) An agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change. (2) An approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change. (3) The currently approved and released configuration documentation. (4) A released set of files comprising a software version and associated configuration documentation. A Configuration Baseline shall be established and maintained for the NII system by the Contractor. All NII units delivered within a production lot shall be identical and conform to the Configuration Baseline. The Configuration Baseline shall be incorporated into the Technical Documentation and maintained by the Contractor during the term of the contract. The Government shall have unlimited data rights (FAR 52.227-14) to all Configuration Baseline documentation for the purposes of maintaining the NII system. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.

4.1.2 Management of the Technical Documentation

The Contractor shall maintain a Technical Documentation file at the contractor's point of manufacture, which contains all relevant data for the design and production of the NII system produced under this contract. Management of this data shall be in accordance with the CBP Configuration Management Plan.

4.1.3 Engineering Change Proposals (ECPs)

The Contractor is encouraged to pursue continuous improvements to the delivered product, particularly in the areas of enhancements, cost and reliability. Engineering Change Proposals (ECPs) are provided for within this contract and their use is strongly supported. ECPs are proposals to enhance the value of the finished goods or services to the Government or reduce the cost of the good or services. All ECPs submitted shall be incorporated into the Technical Documentation package. ECPs that are approved shall be incorporated into the Configuration Baseline. All ECPs shall be submitted in accordance

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

with the Engineering Changes clause of this contract. ECPs will be processed in accordance with CBP's Configuration Management Plan.

4.1.4 Interchange ability

Components with identical functions shall be interchangeable to the greatest extent practical. Components with identical functions in existing CBP systems are desired to be interchangeable. Components with non-identical functions shall not be, or appear to be, interchangeable.

4.1.5 Accessibility

All systems or components that are serviced as part of periodic maintenance shall be readily accessible for service and inspection. To the greatest extent practicable, the removal or the physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall be minimized. The measured time that is required to gain access to a component shall be inversely proportional to the frequency of the maintenance and repair of that component.

4.2 Spares

Spares, repair parts and supplies for the ongoing operational and maintenance support will be provide under separate maintenance contract.

5.0 DOCUMENTATION DELIVERABLES

DIDs are provided for all documentation deliverables as an attachment. All materials prepared for this SOW shall be in accordance with CBP approved contractor format. Any changes or updates to previously provided data, if required, shall be delivered as "change pages" to existing documents. The contractor as required shall provide the following documentation and/or documentation updates:

<u>DID</u>	<u>TITLE</u>
A001	Project Management Plan
A002	Reliability Prediction Report
A003	Extreme Environment Maintenance
A004	Hazardous Materials List
A005	Equipment Installation Data Package
A006	Monthly Progress Report
A007	Operator Training

(Formerly RFP HSBP1005R0376, Amendment 0002, Amended Attachment 1)

A008	System User's Manual
A009	Maintenance/Service Manual
A010	Vendor Technical Documentation
A011	Failure and Error Report
A012	Quality Assurance Plan
A013	Acceptance Test Plan
A014	Calibration Maintenance Requirement Report
A015	Radiological Survey Report
A016	Configuration List
A017	Technical Documentation Package

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: PROJECT MANAGEMENT PLAN	2. IDENTIFICATION NO(s): A001
3. DESCRIPTION/PURPOSE: To provide details of the Contractor's program management organizational structure and to identify program management systems, responsibilities and authority of senior management staff.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format:</p> <ul style="list-style-type: none"> a. Organizational charts depicting the role and relationships of senior program management staff b. Duty statements for senior program management staff identifying program responsibilities and authority c. Identify program manager for this effort d. Milestone schedule highlighting all design, manufacturing, installation, testing, and training requirements as they affect the contractor's ability to complete the project <p>The Project Management Plan shall be delivered as part of the contractor's proposal. The Project Management Plan shall be updated, annually or more often if required, during the course of the contract.</p>	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Deliverables:

1. First submission - with proposal
2. Updates - Required whenever information contained in the Project Management Plan changes or annually

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: RELIABILITY PREDICTION REPORT	2. IDENTIFICATION NO(s): A002
3. DESCRIPTION/PURPOSE: The Contractor shall perform reliability predictions for the NII equipment. The prediction shall assume a constant failure rate for parts. For parts where no failure rate is available, a failure rate shall be estimated and the basis for the estimation shall be stated. The environmental factors shall be for fixed and mobile ground equipment. The external ambient temperatures utilized in the reliability prediction shall be based upon the upper and lower operating temperatures of the NII system.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: These Reliability Predictions will be matched to Measured Reliability during the Warranty Period.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: The Contractor shall submit a reliability prediction report. The Contractor shall identify reliability critical items. A Critical Item is an identified weak link in a system, has an adverse impact on failures of the system performing its mission, creates potential safety problems, or contributes to other areas of high risk to overall system reliability. The Contractor shall classify all NII items as critical if one or more of the following conditions are satisfied: <ul style="list-style-type: none"> a. Item represents a significant new development or application. b. Item has critical failure modes. c. Item has history indicating need for improvement. A Preplanned Product Improvement Plan (PPIP) shall be developed and provided by the 	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Contractor for any item with a history of needing improvement.

- d. Item has known operating life, limited shelf life, or environmental sensitivity (e.g., vibration, thermal, etc.) that warrants controlled surveillance.
- e. Item whose failure can result in the failure of the system and which is not compensated by redundancy or alternate operational procedures.

The Contractor shall provide information on critical items, which shall include as a minimum:

- a. Procedures for the procurement of critical items.
- b. Criteria and procedures for the design and redesign of critical items
- c. Procedures for controlling and monitoring of critical items after manufacture (e.g., date coding, traceability, assembly techniques, test requirements, acceptance test requirements, control of sub-contractors' and manufacturers' controls, in-process controls, special handling, and storage requirements).

The Contractor shall identify and discuss all aspects of the prime item's reliability features and characteristics.

Deliverables:

1. First submission – Included with proposal.
2. Review – Government has 120 days to review and comment.
3. Final - Due 60 days after receipt of comments.
4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.
5. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: EXTREME ENVIRONMENT MAINTENANCE	2. IDENTIFICATION NO(s): A003
3. DESCRIPTION/PURPOSE: This data item shall describe any changes to operation, storage and/or maintenance required be extremely hot of cold temperatures. Operating and storage temperature ranges shall be provided "as delivered". Operating and storage temperature ranges shall be provided for all known special handling and/or materials, such as fluids.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: this data item will describe how the NII is stored, operated and/or maintained in extreme climates.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: The Contractor shall identify all environmental conditions within the required operating environment considered extreme. The Contractor shall identify all extreme environmental maintenance tasks required for the operation of the NII systems in extreme environments. The list of tasks shall include MTR, parts, components, procedures and systems, and they shall be provided in the Maintenance Manual. The list shall be maintained in the Documentation Package for the NII device throughout its life.	
<u>Deliverables:</u> 1. First submission - 30 days prior to first acceptance test.	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

2. Review – Government has 120 days to review and comment.
3. Final - Due 60 days after receipt of comments.
4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.
5. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: HAZARDOUS MATERIALS LIST	2. IDENTIFICATION NO(s): A004
3. DESCRIPTION/PURPOSE: Provides a list of all hazardous materials that may be encountered during the storage, operation and/or maintenance of the NII.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Hazardous Materials List is used to identify special handling requirements of materials that may be encountered during the storage, operation and/or maintenance of the NII.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: The Contractor shall identify all Hazardous Materials in all maintenance tasks in the Maintenance Manual. The list shall include the material description, quantity of the material, disposal instructions, exposure risks, symptoms and treatments. The list shall be maintained in the Documentation Package for the NII device throughout its life.	
<u>Deliverables:</u> 1. First submission - 30 days prior to first acceptance test. 2. Review – Government has 120 days to review and comment. 3. Final - Due 60 days after receipt of comments.	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.
5. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: EQUIPMENT INSTALLATION DATA	2. IDENTIFICATION NO(s): A005
3. DESCRIPTION/PURPOSE: To provide design criteria required to install and use the equipment, temporarily or permanently, in existing or planned facilities. Data includes servicing (utilities), space, mounting, environmental, special facility, and safety requirements relating to a typical system installation.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Equipment Installation Data establishes the basic design criteria required to modify/design facilities to accommodate the new equipment. It is used during site surveys as the baseline with which unique site conditions are identified which may alter the basic design criteria.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in drawing format with dimensions shown on the drawing and other information provided in a table format and shall become the property of the USCBP. As a minimum, the data shall contain and be shown under the following headings. <ul style="list-style-type: none"> a. Physical Properties: Dimensions for storage and operating conditions (length, width, height, position of article under test to equipment, etc.), weight (total and footprint), and approximate center of gravity, turning diagrams (45, 90 and 100 degree turns) with shield up and down, pavement loading profile from surface to sub-grade, surface slopes (longitudinal and lateral) and roughness. b. Space Demands: Operator, maintenance, access, peculiar to the article under test, relation to other stations or associated equipment, minimum and maximum separation permitted between related stations, storage for ancillary equipment or 	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

hazardous material, and hazard zones (noise, radiation, etc.).

- c. Mounting Details: Plates, hole sizes, locating dimensions, fastener sizes and types, welding, foundations (vibration, isolation, etc.), sequence of installation, grounding, special tools, one-time use equipment (if required), interface mountings and mating information.
- d. Servicing Needs: Hydraulic (fluid type, pressure, flow rate, temperature, hoses and fittings), water (pressure, flow, volume, temperature, purity and fittings), steam (pressure, flow, volume and temperature), air/vacuum (pressure, flow, volume, temperature, purity, and vapor limitations), gas (pressure, flow, volume and temperature), fuel (type and per hour usage), electric - a.c. (voltage, frequency, phase, KVA or volt amperes, 3/4 wire Y/delta connection, steady state voltage, transient voltage limitations, voltage modulation, wattage, power factor, cable length limitations,): electric - d.c. (voltage, voltage limits, amperage), communications (type - telephone (land or cellular), number of circuits, number of dedicated circuits, etc..
- e. Heat dissipation of equipment.
- f. Special facility requirements: (example: material security safes/vaults , radiation shields, sound attenuation, hazardous material storage, etc.)
- g. Installation wiring diagram (if applicable).
- h. Environmental conditions: (examples: HVAC requirements, computer cooling during winter heating, etc.).
- i. Safety provisions: provisions and equipment necessary to protect personnel and equipment during operations and maintenance.
- j. Safety provisions: provisions and equipment necessary to protect personnel and equipment during operations and maintenance.

Deliverables:

1. First submission - The contractor shall deliver one set of drawings and tables not later than 30 days after award of the contract.
2. Review - USCBP has 45 days to review and comment.
3. Final - 45 days after receipt of comments.
4. Updates - Contractor shall provide new drawings and tables if any changes are made to the system design/configuration, which changes the equipment installation criteria.
5. (2) sets of reproducible drawings and tables (size not to exceed 11"x17") and 2 copies in electronic media (mutually agreed format) to SAB, USCBP, Washington, D.C.
(1) set of reproducible drawings and tables (size not to exceed 11"x17") and 1 copy in electronic media (mutually agreed format) to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: MONTHLY PROGRESS REPORT	2. IDENTIFICATION NO(s): AOO6
3. DESCRIPTION/PURPOSE: To apprise the USCBP SAB of current events, progress to date, program hazards and action items pending.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The contractor shall prepare and submit monthly progress reports detailing efforts completed during the reporting period (calendar month), percent of overall completion, estimated time to completion, and problems encountered with associated risk. The report period closes on the last calendar day of the month and is due on the 10th working day of the succeeding month. As a minimum, the report shall contain the following: <ul style="list-style-type: none"> • Activity Summary • Major Milestones • Open Action Items • Program Hazards • Man-hours to schedule performance • Major activities next month • Cost data (quarterly) 	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

This report shall be prepared in a narrative format suitable for reproduction.

Deliverables:

1. First submission - 10th working day of the month after contract is let.
2. USCBP has 30 days to approve format.
3. Updates - Every month on the 10th working day.
4. 6 copies to be delivered
4 to SAB, USCBP, Washington, DC
2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: OPERATORS TRAINING MATERIALS	2. IDENTIFICATION NO(s): A007
3. DESCRIPTION/PURPOSE: The Training materials shall be designed to administer operator training to facilitate system operation and care. An operator training video shall augment operator training.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Training materials including video will be used for initial training as well as for follow-on performance and future new operator training.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The training material shall include Training Plan Outline, Instructor Guide, student guide, and operator training video. The Training Plan outline shall be prepared in a Government approved narrative format suitable for reproduction. The operator training materials shall address familiarization with the equipment overall, operation and care of the system, system and radiation safety, normal and emergency systems operation, transporter handling, routine servicing, operator console operations with display recognition as well as image manipulation, interpretation and saving.	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Training Plan Outline shall contain the following items: Training Objective, Outline of Course Content, Class Schedule and Duration of training in days and hours for each subject, Training Facilities Required, Prerequisites of students, and List of training devices/aids/equipment needed to support each course.

Instructor Guide shall provide detailed course technical data and information to assist the instructor in the presentation of each individual lesson included in the course. The guide is used to organize the instructor's presentation and to insure that all required topics, subtopics and related reference materials are included in the presentation of the course. The guide shall contain the following items:

- Time allotted for completion of the individual lessons in hours for classroom and practical application.
- List of all Instructional Aids (equipment and audio visual aids) necessary to conduct the lesson.
- Objective describing the behavioral actions desired, the performance conditions, and the attainment standard expected of the student upon completion of the each lesson.
- Instruction covering the planned lesson discussion content in sufficient detail to be used as the instructor's primary teaching document. The lesson material shall be presented in sufficient detail to insure thorough and complete coverage of the objective. All diagrams, text materials, audio visual aids, and other materials to be used in the presentation shall be identified adjacent to each point where they are to be utilized, for each time their utilization is planned.
- Applications causing each student to apply the lesson information to solve one or more realistic problems. This may require either mental or physical student activity; however, effort shall be made to provide for physical activity.
- Learning Measurement Tool shall be designed to check student progress and determine the extent to which the student has accomplished the objectives. This shall be done by a list of thought-provoking questions or tasks with answers covering the objectives.
- List of Instructor Activity shall be structured to enable the instructor to maintain maximum student interest and participation, adequately measure student comprehension of the subject, and provide planned summaries at strategic points within the presentation.

Student Guide is composed of a series of instruction sheets which collectively provide the student with the objectives and self help materials such as reading assignments, study questions, problems, practical application job steps, self-test items, diagram sheets and other supplementary information to assist in achieving the objectives of the course. The guide shall correlate with the training course/curriculum outlines and related

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

instructors guide. The following elements shall be included:

- Information Sheets shall consist of narrative descriptions, diagrams, sketches, charts, graphs, pictures and other audiovisual material as necessary for student reference to support the information presented in the course. They may be excerpts from other documents not readily available to the students or original material prepared by the contractor. However, system technical manual information shall not be extracted unless changes are required in the material to make it more readily adaptable to the course presentation. Pictures that show previous development configurations, installations or operation and maintenance practices that are not readily demonstrated in the classroom or training area may be prepared as student information sheets when necessary to enhance the course presentations. A paper reproduction of each audiovisual aid used in the course shall be included in the student information sheets regardless of their inclusion in other documentation.
- Assignment Sheets shall contain the following parts:
 - Introduction includes statement of purpose and scope of assignment.
 - Objective to be accomplished by the student through completion of the assignment.
 - Study assignment includes specific study instructions, identifying paragraphs, pages and publications. If there is a best sequence to study scattered portions of the text, this sequence shall be provided.
 - Study questions are thought-provoking questions relative to the assignments. Questions should require mental decisions similar to those the student would make while working with the equipment.
- Job Sheets shall contain the following:
 - Introduction – a brief statement of purpose, scope, and value of the job sheet, and suggested completion time.
 - Objective
 - References
 - Equipment and materials listing
 - Job steps detailing procedures for performing assigned tasks on the system/ equipment. If the job steps contained in the technical documentation are sufficiently detailed, reference shall be made to the applicable section/page.
 - Precautions for personnel or equipment safety or misleading conclusions.
 - Self-test items including thought-provoking questions on the performance of the job sheets. These items are to be designed as “open book” test.
 - Student Workbook shall provide the student a means of applying principles learned during classroom instruction without requiring the use of actual equipment. It shall be separately bound. All activity types shall be represented at least once in the workbook.
 - Diagram Sheets may range from full-blown foldout schematics and block diagrams, or flowcharts, to simple sketches or graphs. These sheets are for use during class

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

and for follow-up review and study. These sheets shall record information such as waveforms, adjustments, purpose and function.

These handbooks, documentation, manuals, etc. shall become the property of the individual student for further on-the-job skill development after the training program.

Deliverables:

- 1 a. First submission of training materials - 60 days prior to warranty expiration of first delivered system.
- 1b. First submission of operator training video and script - 60 days prior to warranty expiration of first delivered system.
- 2a. Review – Government has 30 days to review and comment.
- 3a. Final training materials and associated documentation due 30 days after receipt of comments.
- 3b. Final video and script - 30 days after receipt of comments.
4. Updates - Shall be provided whenever system design changes effect training
- 5a. 6 copies of training materials and associated documentation to be delivered
3 to SAB, USCBP, Washington, DC
1 to NEEMR, USCBP, Washington, DC
2 to NEEMR, USCBP, Lorton, VA
- 5b. (10) VHS copies and (1) master (BETACAM SX or SP format) video tape
1 VHS copy to be included with each delivery at the conclusion of operator training.
Remaining copies (after all planned training is complete) to be sent to NEEMR, USCBP, Lorton, VA
Master video tape to be sent to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: SYSTEM USERS' MANUAL	2. IDENTIFICATION NO(s): A008
3. DESCRIPTION/PURPOSE: The System Users' Manual shall contain an overview of the system and step-by-step procedures for all normal and emergency procedures. The manual will be used to provide system operators a detailed understanding of equipment operation.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The manual will be used as the primary reference guide for system operators.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The contractor shall provide updated System Users' Manual, as required, The System Users' Manual contains the following: <ul style="list-style-type: none"> • Functional Description (Operator Level) • System Operating Procedures • Power Up and Power Down Procedures (including routine servicing procedures and checks) • Safety Precautions • Features and Functions • Setup Requirements • Tools and Support Equipment Listed with use instructions - include Specification Sheets for the equipment <p>Drawings or diagrams shall be included to demonstrate instructions and to show where items are located as necessary. All instructions shall be written so a non-technically</p>	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

trained can clearly understand.

Deliverables:

1. First submission - 30 days prior to first acceptance test.
2. Review – Government has 120 days to review and comment.
3. Final - Due 60 days after receipt of comments.
4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.
5. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: MAINTENANCE/SERVICE MANUAL	2. IDENTIFICATION NO(s): A009
3. DESCRIPTION/PURPOSE: The manual shall contain the procedures and steps necessary for an experienced technician with journeyman level skills to maintain the NII System and the contractor provided system and sub-system equipment.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The manual will be used as the primary reference for system maintenance technicians.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The contractor shall provide a Maintenance/Service Manual or Manuals containing the following: <ul style="list-style-type: none"> • Illustrated Parts Breakdown • Routine Maintenance Check Lists • Service Requirements • Periodic Maintenance Schedule • Alignment Procedures • Troubleshooting and Fault Isolation Procedures down to the component, module, or lowest replaceable piece part as determined by maintenance planning analysis • Removal and Replacement down to the level as determined by maintenance planning analysis • Safety Precautions • Calibration Requirements and Procedures • Tools and Test Equipment Lists – Include specification sheets on equipment • Tools and Test Equipment List for the Support Equipment - include Specification Sheets on the equipment 	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

The manual shall include exploded or other appropriate drawings so that the contractor's numbering can identify parts. Vendor parts not modified shall also list the vendor and original vendors part number.

Deliverables:

1. First submission – 90 days prior to expiration of first system warranty.
2. Review – Government has 120 days to review and comment.
3. Final - due 45 days after receipt of comments.
4. Updates - Shall be provided as changes are made to the design/configuration affecting system maintenance.
5. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: VENDOR TECHNICAL DOCUMENTATION	2. IDENTIFICATION NO(s): A010
3. DESCRIPTION/PURPOSE: Provide the Government with all vendor technical manuals that pertain to the item.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Assist Government designated technicians in performance of their duties.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The contractor shall provide, in vendor's format, any Vendors Technical Manuals that pertain to maintenance support of the vendor item.	
<u>Deliverables:</u> 1. First submission - 90 days prior to expiration of first system warranty. 2. Updates - To be provided whenever the design/vendor changes. 5. 6 copies to be delivered 3 to SAB, USCBP, Washington, DC 1 to NEEMR, USCBP, Washington, DC 2 to NEEMR, USCBP, Lorton, VA	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: FAILURE AND ERROR REPORT	2. IDENTIFICATION NO(s): AO11
3. DESCRIPTION/PURPOSE: This report shall describe the maintenance actions performed on each the NII imaging System and its associated support systems throughout the warranty period.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: This failure information will be used to update failure forecasting considered in the analytical support of the maintenance planning effort.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: This report shall be prepared in a USCBP SAB approved contractor's narrative format. The contractor shall prepare and submit failure and error reports summarizing all maintenance actions (corrective and scheduled) listed by NII system serial number occurring during system warranties. Each entry shall be complete with: narrative description of operational activities prior to failure or failure indication with the date and recounting of the observed failure; shutdown cause if shutdown; corrective action/actions taken; serial and part numbers of items repaired or replaced plus costs (parts and labor costing separately); hour meter reading; date repairs were completed; the NII systems homeport and actual maintenance (hands on) time the repair action required. The report shall be compiled and submitted on a monthly basis to include each system after system acceptance during its warranty period.	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Deliverables:

1. First submissions - Shall be monthly by the 10th working day of the month.
2. Review – Government has 30 days to review and comment on format.
3. Updates - Shall be provided monthly until all warranties have expired.
4. 6 copies to be delivered
 - 3 to SAB, USCBP, Washington, DC
 - 1 to NEEMR, USCBP, Washington, DC
 - 2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: QUALITY ASSURANCE PLAN	2. IDENTIFICATION NO(s): A012
3. DESCRIPTION/PURPOSE: To provide details of the Contractor's Quality Assurance Plan.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: The Quality Assurance Plan describes how quality is maintained.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: <ul style="list-style-type: none"> a. Organizational charts depicting the role and relationships of QA staff e. Test procedures used in the QA process f. Identify acceptable range for data collected from testing g. Identify procedures to correct QA problems <p>The Quality Assurance Plan shall be delivered as part of the contractor's proposal. The Quality Assurance Plan shall be updated, annually or more often if required, during the course of the contract.</p>	
<u>Deliverables:</u> 1. First submission - with proposal	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

2. Updates - Required whenever information contained in the Project Management Plan changes or annually

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
<p>1. TITLE: ACCEPTANCE TEST PLAN (ATP)</p>	<p>2. IDENTIFICATION NO(s): A013</p>
<p>3. DESCRIPTION/PURPOSE: The ATP constitutes an overall outline of the entire spectrum of the intended test activities. Contents shall include; test concept, objectives and requirements, subsystems and system tests, methods, elements, test equipment and responsible individuals or organizational entities associated with the project.</p>	<p>4. APPROVAL DATE:</p>
	<p>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB</p>
	<p>6. OFFICE OF COLLATERAL RESPONSIBILITY:</p>
<p>7. APPLICATION/INTERRELATIONSHIP: The ATP will be utilized to establish testing guidelines and support requirements needed for the conduct of the test program.</p>	<p>8. APPROVAL LIMITATIONS:</p>
<p>9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)</p>	
<p>10. PREPARATION INSTRUCTIONS: The ATP shall address power up, normal operation, emergency operation, normal power down, and emergency shut down procedures along with the procedures and schedules necessary to define and control all testing activities. Subordinated plans may be used to amplify the details associated with particular functions, test locations, or test phases. Subordinate documents and plans used to implement or accomplish the test program as well as documents and forms used to record results of testing shall be included as part of the plan. This plan will present the details necessary to define each segment of the program. The ATP shall identify each element of the system, the requirements for the elements, the means/facilities to be used to demonstrate or verify the performance or completion, and the pass/fail criteria and review actions required completing the test of a particular element. Modifications to the ATP for the individual sites may be delivered in the form of update pages to the original document.</p>	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Deliverables:

1. First submission - 60 days prior to any testing.
2. Review - USCBP has 30 days to review and comment.
3. Final - 5 working days prior to start of testing.
4. Updates - Required whenever changes are necessary.
5. 6 copies to be delivered
4 to SAB, USCBP, Washington, DC
2 to NEEMR, USCBP, Lorton, VA

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
<p>1. TITLE: CALIBRATION MAINTENANCE REQUIREMENT REPORT</p>	<p>2. IDENTIFICATION NO(s): A014</p>
<p>3. DESCRIPTION/PURPOSE: Clear instructions describing calibration and settings. Manufacturer's recommended interval for inspections, tests, calibrations and adjustments. To be used by trained personnel in accomplishing the requirements.</p>	<p>4. APPROVAL DATE:</p>
	<p>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB</p>
	<p>6. OFFICE OF COLLATERAL RESPONSIBILITY:</p>
<p>7. APPLICATION/INTERRELATIONSHIP: To provide instruction for specific CBP personnel designated to adjust NII equipment or units. Calculate cost associated with calibration requirements.</p>	<p>8. APPROVAL LIMITATIONS:</p>
	<p>9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)</p>
<p>10. PREPARATION INSTRUCTIONS: This document shall be prepared in a contractor's format and on the vendor's letterhead. Three (3) copies shall be delivered with the first delivery of NII systems. Identify and provide data including price and vendor for the standard calibration source. These instructions will be stand-alone documents that can be used by a CBP technician in the National Enforcement Equipment Maintenance and Repair Program (NEEMR). Any equipment required to accomplish these requirements shall be initially provided to CBP NEEMR by the Contractor</p>	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: RADIOLOGICAL SURVEY REPORT	2. IDENTIFICATION NO(s): A015
3. DESCRIPTION/PURPOSE: To apprise the USCBP SAB of the radiological survey results.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: This report shall be prepared in a Government approved contractor's format. The report shall include a letter certifying the system meets filing criteria. Final report due at acceptance of system. One copy to be delivered to SAB, USCBP, Washington, DC.	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: CONFIGURATION LIST	2. IDENTIFICATION NO(s): A016
3. DESCRIPTION/PURPOSE: Listing of all equipment replaceable components delivered in accordance with the Statement of Work.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
<p>10. PREPARATION INSTRUCTIONS: Prepare in USCBP SAB approved contractor's format. The contractor shall prepare an updated "as built" equipment/configuration list for each delivery. The list shall detail any equipment differences between operating systems. The following information shall be provided for all equipment:</p> <ul style="list-style-type: none"> • Item Description • Contractor and original vendor model numbers • Contractor and original vendor part numbers • Name of Manufacturer (If vendor item) <ul style="list-style-type: none"> Address Telephone Number Warranty Date <p>Provide original suitable for reproduction and 2 copies at system acceptance. Delivery shall be concurrent with system delivery, and quarterly for the first year of operation.</p>	

LS-NII Contract

Attachment 2

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

DATA ITEM DESCRIPTION	
1. TITLE: TECHNICAL DOCUMENTATION PACKAGE	2. IDENTIFICATION NO(s): A017
3. DESCRIPTION/PURPOSE: The Technical Documentation shall consist of all documentation used by the Contractor and all Sub-Contractor's in the production of the NII system and any follow-on production or modification. This shall include the Configuration List and any background or supporting documentation used to make design or production decisions.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP SAB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP: Data delivered to the Government will be used solely for the purpose of operation, repair, maintenance and training.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)
10. PREPARATION INSTRUCTIONS: The following information shall be provided in contractor format: <p><u>The Configuration Baseline</u> is: (1) An agreed-to description of the attributes of a product, at a point in time, which serves as a basis for defining change. (2) An approved and released document, or a set of documents, each of a specific revision; the purpose of which is to provide a defined basis for managing change. (3) The currently approved and released configuration documentation. (4) A released set of files comprising a software version and associated configuration documentation. A Configuration Baseline shall be established and maintained for the NII system by the Contractor. All NII units delivered within a production lot shall be identical and conform to the Configuration Baseline. The Configuration Baseline shall be incorporated into the Technical Documentation and maintained by the Contractor beyond the specified life of the NII system. The Government shall have full access to all Configuration</p>	

(Formerly RFP HSBP1005R0376, Amended Attachment 2)

Baseline documentation for the purposes of maintaining and upgrading the NII system. Data initially produced under this contract shall be conveyed to Government free of proprietary claim. Data produced prior to this contract shall be conveyed assigning to the Government and its agent the right to use and copy the material solely for the purpose of repair maintenance and training.

Management of the Technical Documentation

The Contractor shall maintain a Technical Documentation file at the contractor's point of manufacture, which contains all relevant data for the design and production of the NII system produced under this contract. Management of this data shall be in accordance with the CBP Configuration Management Plan.

Engineering Change Proposals (ECPs)

The Contractor is encouraged to pursue continuous improvement to the delivered product, particularly in the areas of cost and reliability. Engineering Change Proposals (ECPs) are provided for within this contract and their use is strongly supported. ECPs are proposals to enhance the value of the finished goods or services to the Government or reduce the cost of the good or services. All ECPs submitted shall be incorporated into the Technical Documentation package. ECPs that are approved shall be incorporated into the Configuration Baseline. All ECPs shall be submitted in accordance with the Engineering Changes clause of this contract. ECPs will be processed in accordance with CBP's Configuration Management Plan.

Deliverables:

1. First submission - 60 days prior to any testing.
2. Review - USCBP has 30 days to review and comment.
3. Final - 5 working days prior to start of testing.
4. Updates - Required whenever changes are necessary.
5. 6 copies to be delivered
4 to SAB, USCBP, Washington, DC
2 to NEEMR, USCBP, Lorton, VA

CONTRACT LINE ITEM PRICING

Rapiscan

Contract

HSBP1005D00988

Attachment 3

Base Contract Period

System, Model and/or Service	Spec Reference	Contract Line Item	Estimated Number of Orders	Per Unit Price	Price
Fixed Low Density - GaRDS Portal	3.1.2.1	00010	4	(b)	(4)
Fixed Low Density - GaRDS Portal/TNA Option	3.1.2.1	00010	4	(b)	(4)
Mobile Low Density - GaRDS Mobile	3.1.2.2	00020	7	(b)	(4)
Mobile Low Density - GaRDS Mobile/TNA Hybrid	3.1.2.2	00020	7	(b)	(4)
Pallet Low Density - GaRDS Pallet System	3.1.2.3	00030	1	(b)	(4)
Mobile High Density - Eagle Mobile	3.1.4.2	00060	4	(b)	(4)
Site Preparation - Time and Material Rate(s) - per hour	3.6	00090		(b)	(4)
Labor Category: Project Manager				(b)	(4)
Labor Category: Site Engineer				(b)	(4)
Labor Category: Skilled Labor				(b)	(4)
Labor Category: Unskilled Labor				(b)	(4)
Operator Training Course Development (per manufacturer specification)	3.7.1	00100	1	(b)	(4)
Operator Training Course Presentation (per manufacturer specification)	3.7.1.1	00110	1	(b)	(4)
Train the Trainer Course Development (per manufacturer specification)	3.7.1	00120	1	(b)	(4)
Train the Trainer Course Presentation (per requirements and manufacturer specification)	3.7.1.2	00130	1	(b)	(4)
Technical Manuals (per manufacturer specifications)	3.7.1.3	00140	1	included in system price	
Maintenance and Technical Data Documentation (per manufacturer specifications)	4.1.1	00150	1	included in system price	
OPTION-RTIS add on				(b)	(4)
OPTION-TNA add on				(b)	(4)
OPTION-Additional Shielding walls for Fixed Eagle Systems	3.1.4.1	00050		(b)	(4)
OPTION-High Z Detection Software (Eagle Series only)	3.1.4.1	00050		(b)	(4)
OPTION-Under Vehicle Scanning System (fixed systems only)				(b)	(4)
OPTION-License Plate Reader and Recognition				(b)	(4)
OPTION-Wireless data link (Eagle systems only)	3.1.4.1	00050		(b)	(4)
OPTION-Collision protection package (Eagle Systems only)	3.1.4.1	00050		(b)	(4)

All systems include 1 year warranty on parts and service

All options must be ordered at time of initial systems order

CONTRACT LINE ITEM PRICING

Option Year 1

System, Model and/or Service	Spec Reference	Contract Line Item	Estimated Number of Orders	Price	Total Price
Fixed Low Density - GaRDS Portal	3.1.2.1	10010	7	(b) (4)	(4)
Fixed Low Density - GaRDS Portal/TNA Option	3.1.2.1	10010	7		
Mobile Low Density - GaRDS Mobile	3.1.2.2	10020	4		
Mobile Low Density - GaRDS Mobile/TNA Hybrid	3.1.2.2	10020	4		
Pallet Low Density - GaRDS Pallet System	3.1.2.3	10030	1		
Mobile High Density - Eagle Mobile	3.1.4.2	10060	4		
Site Preparation - Time and Material Rate(s)- per hour	3.6	10090			
Labor Category: Project Manager					
Labor Category: Site Engineer					
Labor Category: Skilled Labor					
Labor Category: Unskilled Labor					
Operator Training Course Development (per manufacturer specification)	3.7.1	10100	1		
Operator Training Course Presentation (per manufacturer specification)	3.7.1.1	10110	1		
Train the Trainer Course Development (per manufacturer specification)	3.7.1	10120	1		
Train the Trainer Course Presentation (per requirements and manufacturer specification)	3.7.1.2	10130	1		
Technical Manuals (per manufacturer specifications)	3.7.1.3	10140	1	included with product price	
Maintenance and Technical Data Documentation (per manufacturer specifications)	4.1.1	10150	1	product price	
OPTION-RTIS add on				(b) (4)	(4)
OPTION-TNA add on					
OPTION-Additional Shielding walls for Fixed Eagle Systems	3.1.4.1	10050			
OPTION-High Z Detection Software (Eagle Series only)	3.1.4.1	10050			
OPTION-Under Vehicle Scanning System (fixed systems only)					
OPTION-License Plate Reader and Recognition					
OPTION-Wireless data link (Eagle systems only)	3.1.4.1	00050			
OPTION-Collision protection package (Eagle Systems only)	3.1.4.1	10050			

All systems include 1 year warranty on parts and service

All options must be ordered at time of initial systems order

CONTRACT LINE ITEM PRICING

Option Year 2

System, Model and/or Service	Spec Reference	Contract Line Item	Estimated Number of Orders	Per Unit Price	Total Price
Fixed Low Density - GaRDS Portal	3.1.2.1	20010	7	(b) (4)	(4)
Fixed Low Density - GaRDS Portal/TNA Option	3.1.2.1	20010	7		
Mobile Low Density - GaRDS Mobile	3.1.2.2	20020	4		
Mobile Low Density - GaRDS Mobile/TNA Hybrid	3.1.2.2	20020	4		
Pallet Low Density - GaRDS Pallet System	3.1.2.3	20030	1		
Mobile High Density - Eagle Mobile	3.1.4.2	20060	4		
Site Preparation - Time and Material Rate(s) - per hour	3.6	20090			
Labor Category: Project Manager					
Labor Category: Site Engineer					
Labor Category: Skilled Labor					
Labor Category: Unskilled Labor					
Operator Training Course Development (per manufacturer specification)	3.7.1	20100	1		
Operator Training Course Presentation (per manufacturer specification)	3.7.1.1	20110	1		
Train the Trainer Course Development (per manufacturer specification)	3.7.1	20120	1		
Train the Trainer Course Presentation (per requirements and manufacturer specification)	3.7.1.2	20130	1		
Technical Manuals (per manufacturer specifications)	3.7.1.3	20140	1	Included with product price	
Maintenance and Technical Data Documentation (per manufacturer specifications)	4.1.1	20150	1	Included with product price	
OPTION-RTIS add on				(b) (4)	(4)
OPTION-TNA add on					
OPTION-Additional Shielding walls for Fixed Eagle Systems	3.1.4.1	20050			
OPTION-High Z Detection Software (Eagle Series only)	3.1.4.1	20050			
OPTION-Under Vehicle Scanning System (fixed systems only)					
OPTION-License Plate Reader and Recognition					
OPTION-Wireless data link (Eagle systems only)	3.1.4.1	20050			
OPTION-Collision protection package (Eagle Systems only)	3.1.4.1	20050			

All systems include 1 year warranty on parts and service

All options must be ordered at time of initial systems order

CONTRACT LINE ITEM PRICING

Option Year 3

System, Model and/or Service	Spec Reference	Contract Line Item	Estimated Number of Orders	Per Unit Price	Total Price
Fixed Low Density - GaRDS Portal	3.1.2.1	30010	7	(b) (4)	(4)
Fixed Low Density - GaRDS Portal/TNA Option	3.1.2.1	30010	7	(b) (4)	(4)
Mobile Low Density - GaRDS Mobile	3.1.2.2	30020	4	(b) (4)	(4)
Mobile Low Density - GaRDS Mobile/TNA Hybrid	3.1.2.2	30020	4	(b) (4)	(4)
Pallet Low Density - GaRDS Pallet System	3.1.2.3	30030	1	(b) (4)	(4)
Mobile High Density - Eagle Mobile	3.1.4.2	30060	4	(b) (4)	(4)
Site Preparation - Time and Material Rate(s) - per hour	3.6	30080		(b) (4)	(4)
Labor Category: Project Manager				(b) (4)	(4)
Labor Category: Site Engineer				(b) (4)	(4)
Labor Category: Skilled Labor				(b) (4)	(4)
Labor Category: Unskilled Labor				(b) (4)	(4)
Operator Training Course Development (per manufacturer specification)	3.7.1	30100	1	(b) (4)	(4)
Operator Training Course Presentation (per manufacturer specification)	3.7.1.1	30110	1	(b) (4)	(4)
Train the Trainer Course Development (per manufacturer specification)	3.7.1	30120	1	(b) (4)	(4)
Train the Trainer Course Presentation (per requirements and manufacturer specification)	3.7.1.2	30130	1	(b) (4)	(4)
Technical Manuals (per manufacturer specifications)	3.7.1.3	30140	1	included with product price	
Maintenance and Technical Data Documentation (per manufacturer specifications)	4.1.1	30150	1	included with product price	
OPTION-RTIS add on				(b) (4)	(4)
OPTION-TNA add on				(b) (4)	(4)
OPTION-Additional Shielding walls for Fixed Eagle Systems	3.1.4.1	30050		(b) (4)	(4)
OPTION-High Z Detection Software (Eagle Series only)	3.1.4.1	30050		(b) (4)	(4)
OPTION-Under Vehicle Scanning System (fixed systems only)				(b) (4)	(4)
OPTION-License Plate Reader and Recognition				(b) (4)	(4)
OPTION-Wireless data link (Eagle systems only)	3.1.4.1	30050		(b) (4)	(4)
OPTION-Collision protection package (Eagle Systems only)	3.1.4.1	30050		(b) (4)	(4)

All systems include 1 year warranty on parts and service

All options must be ordered at time of initial systems order

CONTRACT LINE ITEM PRICING

Option Year 4

System, Model and/or Service	Spec Reference	Contract Line Item	Estimated Number of Orders		
Fixed Low Density - GaRDS Portal	3.1.2.1	40010	7	(b) (4)	
Fixed Low Density - GaRDS Portal/TNA Option	3.1.2.1	40010	7		
Mobile Low Density - GaRDS Mobile	3.1.2.2	40020	4		
Mobile Low Density - GaRDS Mobile/TNA Hybrid	3.1.2.2	40020	4		
Pallet Low Density - GaRDS Pallet System	3.1.2.3	40030	1		
Mobile High Density - Eagle Mobile	3.1.4.2	40060	4		
Site Preparation - Time and Material Rate(s) - per hour	3.6	40090			
Labor Category: Project Manager					
Labor Category: Site Engineer					
Labor Category: Skilled Labor					
Labor Category: Unskilled Labor					
Operator Training Course Development (per manufacturer specification)	3.7.1	40100	1	included with product price	
Operator Training Course Presentation (per manufacturer specification)	3.7.1.1	40110	1		
Train the Trainer Course Development (per manufacturer specification)	3.7.1	40120	1		
Train the Trainer Course Presentation (per requirements and manufacturer specification)	3.7.1.2	40130	1		
Technical Manuals (per manufacturer specifications)	3.7.1.3	40140	1		
Maintenance and Technical Data Documentation (per manufacturer specifications)	4.1.1	40150	1		
OPTION--RTIS add on				(b) (4)	
OPTION--TNA add on					
OPTION--Additional Shielding walls for Fixed Eagle Systems	3.1.4.1	40050			
OPTION--High Z Detection Software (Eagle Series only)	3.1.4.1	40050			
OPTION--Under Vehicle Scanning System (fixed systems only)					
OPTION--License Plate Reader and Recognition					
OPTION--Wireless data link (Eagle systems only)	3.1.4.1	40050			
OPTION--Collision protection package (Eagle Systems only)	3.1.4.1	40050			

All systems include 1 year warranty on parts and service

All options must be ordered at time of initial systems order