

HSBP1016J00754 ATTACHMENT 1 STATEMENT OF WORK (SOW)



Statement of Work (SOW)

Land Border Integration (LBI) Transition O&M Bridge

May 31, 2016

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1. Background

U.S. Customs and Border Protection (CBP) is one of the Department of Homeland Security's (DHS) largest and most complex components with a priority mission of keeping terrorists and weapons out of the United States (U.S.). It also has a responsibility for securing and facilitating trade and travel while enforcing hundreds of U.S. regulations, including immigration and drug laws.

The Office of Field Operations (OFO) and Border Patrol presents operational requirements that Office of Information and Technology (OIT) interprets, translates and implements as a technical solution. OIT within CBP is tasked with the responsibility to implement technology solutions to support and enhance the agency mission. As such, OIT is responsible for planning, designing, developing, testing, implementing and maintaining computer applications and information technology systems that support the mission of DHS and other agencies. Passenger Systems Program Directorate (PSPD) within OIT is responsible for systems that support the processing of travelers and vehicles at the U.S. land border, air, and sea Ports of Entry (POEs). To support this mission, CBP is committed to continuing the implementation of the Western Hemisphere Travel Initiative (WHTI) requirements at all land border crossings, air, and sea POEs. WHTI requires all travelers to present a passport or other acceptable document when entering the U.S. In implementing the WHTI requirements, CBP wants to provide a secure and welcoming environment for all persons entering the borders of the U.S. while recognizing its mission to fulfill the statutory mandate of WHTI. WHTI created a requirement for CBP to validate, using approved documentation, the identity and citizenship of all incoming travelers effective June 1, 2009.

In 2010, CBP awarded the Land Border Integration (LBI) contract as a follow-on to WHTI to design, implement and deploy a number of new Operational Solution Areas which leveraged WHTI technology, processes and systems. Examples of ongoing LBI Operational Solution Areas include:

- Inbound land border vehicle operations
- Outbound land border vehicle operations
- Pedestrian operations (Inbound and Outbound)
- Border Patrol Checkpoint operations
- Air/Sea POE operations.

Over the past ten years, OIT/PSPD in support of OFO business requirements has developed and deployed the following solutions to address the WHTI and LBI project needs.

- a. Integrated fixed License Plate Reader (LPR) and Radio Frequency Identification (RFID) Document read technology solutions at land border POE vehicle lanes.
- b. Tactical LPR solutions at Border Patrol Checkpoints.
- c. Hand held mobile wireless devices with document and license plate read capability at checkpoints and land border crossings.

- d. Enhanced signage at land border and Air POE to facilitate and enhance traveler experience.
- e. Unattended and attended kiosks at pedestrian crossings and remote sites for reading Machine Readable Zone (MRZ) and Radio Frequency Identification (RFID) travel documents and directing travelers.
- f. Fingerprint biometrics at kiosks and pedestrian primary booths.
- g. Airport entry Facial Recognition 1:1 biometric application
- h. Pedestrian Exit (1:1 and 1:N) Facial / Iris biometric application
- i. Wait Time estimation at Inbound POV crossings
- j. Refresh of Free and Secure Trade (FAST) RFID lanes to expedite processing of commercial carriers

2. Scope

The Contractor shall provide technical, engineering and management services support to operate and maintain the LBI solution infrastructure deployed to land, air, sea border crossings and at Border Patrol checkpoints in accordance with this SOW.

- a. O&M of deployed equipment at the land, air and sea crossings:
 - Includes management and maintenance of the Contractor's Test Lane Facility (CTLF) and an Outdoor Test Lane Facility (OTLF);
 - Centrally-located LBI dashboard monitoring of state of health parameters for all deployed equipment and systems at land border crossings;
 - Development and deployment of non-proprietary software to operate and maintain the deployed systems;
 - Provide all required preventive and scheduled maintenance on an agreed-upon schedule of all deployed equipment at POE crossings;
 - Implement a plan to proactively analyze performance data and use data to implement performance improvements through system optimization, software updates and system component replacement/upgrade when required; and
 - Support code maintenance during operations and maintenance (O&M).
- b. Purpose of the technology deployment and its associated O&M activities are to:
 - Enhance interdiction
 - Ensure document compliance
 - Improve traveler compliance rate
 - Incur no adverse impact to wait times
 - Reduce processing times
 - Increase availability of all new and existing deployed equipment.

- c. Software developed to operate the deployed equipment has to comply with all of CBP Agile software development and security requirements.
- d. Comply with and align to the CBP Technical Reference Model (TRM), which maps and aligns to the DHS TRM.
- e. Comply with all DHS security initiatives, including use of tailored CBP Windows images for all LBI device operating systems.
- f. Provide program management support including Systems Engineering Life Cycle process efforts.
- g. Implement the requirements of miscellaneous tasks related to IT, general site and infrastructure elements, and POV lane elements.

3. Performance Requirements

Technical requirements of the specific tasks that shall be implemented as part of the SOW are detailed below.

3.1. Operation & Maintenance

The Contractor shall provide O&M support service for all existing (including pilot / experimental solution such as Airport 1:1 Biometric, RTIP, BaWT, etc.) deployed systems at land, air, sea POE and Border Checkpoint sites. (See SOW Attachment 1 for list of all of the current LBI locations by operational solution area.) The Contractor shall maintain a System Maintenance Plan consistent with this SOW, detailing the policies and procedures for scheduled, preventive, corrective, and emergency maintenance response, including quality control measures and verification standards for Government acceptance of completed maintenance to include:

- a. Providing scheduled preventive maintenance four times per year with the exception of LPRs at three times per year, including on-site visits to measure and adjust device configuration parameters, to ensure the deployed systems operate within technical specifications and at the agreed to service level standards.
- b. Proactive ground-truthing (PAGT) LPR maintenance conducted three times per year in order to ensure high read rate accuracies.
- c. Corrective maintenance on all deployed LBI systems including those deployed under this bridge contract, up to the CBP network interface, including cables, to which the CBP LAN/WAN is connected.
- d. Providing adequate notice of scheduled maintenance to the Government's designated point of contact.
 - i. Notify the Government 48 hours in advance of the agreed to maintenance schedule determined by the local POE Port Director (or designee) and the POE Field Technology Officer / Field Support Area Manager to avoid operational disruptions.
 - ii. Notice of scheduled maintenance shall be provided to the Government's designated point of contact by the Contractor via email or phone call.
- e. Generate Remedy reports on work completed and findings including the specific unit or component repaired and/or replaced, and ensure all corrective actions by the Contractor are documented in the trouble ticket.

- f. Provide timely code maintenance of all software, including middleware, running on deployed systems for: maintenance upgrades, equipment upgrades, corrupt files, manufacturer upgrade, security patch, defect code patches, and technology refresh.
- g. Host, maintain, and enhance the centrally-located Dashboard real-time monitoring of the state of health of all deployed systems.
- h. Provide a U.S.-based help desk (telephonic) and on call maintenance support to respond to corrective maintenance issues to include:
 - i. providing Level II and Level III support: twenty four hours a day, seven days a week (24 x 7),
 - 1. Level II support generally handles break/fix, configuration issues, troubleshooting, software installations, hardware repair (including in-house repair or coordinating depot services). Level III support handles detailed troubleshooting, configuration issues not addressed by Level II, and repair for network and infrastructure issues.
 - ii. providing appropriate response based on the severity level of the problem and meeting or exceeding the service level standard,
 - iii. notifying the ENTS Directorate and Field Support if emergency maintenance and/or repair are required outside of the Contractor's scope and responsibility, in coordination with PSPD-LBI O&M Lead.
 - iv. generating email reports as required on problems and issues for management's attention.
- i. Comply with CBP's goal of operating all systems to meet the prescribed service level standards.
- j. Maintain an inventory of spare parts, units, components and expendable material for critical systems such as kiosks, RFID / LPR units, sufficient to meet service level standards (See Table 3.9.8.1-1 Mandatory Service Level Standards) for the systems covered by this contract.
- k. Manage active warranties and maintain a listing of active warranties.
- l. Implement a plan to proactively analyze performance data including documenting all system failures. Analyze the data and provide recommendations for correction, including potential equipment update for any required equipment replacement, for example due to parts obsolescence, subject to approval by the Government.

3.1.1. Operations and Maintenance LBI Dashboard Support

The Contractor shall manage and maintain the LBI Dashboard and shall be responsible for using the fault information to remotely fix the fault if possible and call the port to support any power and network related reset if required. If a call out to the site is required, the contractor shall create a remedy ticket and assign the ticket to the appropriate maintenance provider, and follow through to ensure completion of the work.

The Contractor shall capture, document and present at the monthly O&M meeting between the Government and the contractor all of the following information:

- Total number of dashboard incident alarms.
- Total number of alarms that automatically resolved itself.
- Total number of dashboard incidents resolved by O&M staff.
- Total number of corrective remedy tickets generated and assigned to which vendor.
- Total number of remedy tickets generated for preventative maintenance actions.
- Total number of tickets that resulted in replacements of line replaceable components and the type / number of components replaced.
- Total number of tickets that required on site software reboot and could not be resolved by remote reboot.
- A listing of all spares consumed every quarter.

3.1.2. Management and Maintenance of Test Lane Facilities

The Contractor shall manage and maintain two test lane facilities, an indoor Contractor Test Lane Facility (CTLF) and an Outdoor Test Lane Facility (OTLF). The contractor shall use the above two facilities to test and validate any configuration changes to the projects associated with the solutions areas described in the SOW. The contractor shall use the facilities to monitor and maintain deployed systems. The test lane facilities shall have a complete, representative lane for each existing deployed LBI technical solution.

The contractor shall ensure that the test lane facilities provides for the following:

- Capability for real time interface with the CBP network and datacenter, including adherence to CBP security requirements, and is accredited with an Interconnection Security Agreement (ISA).
- Ability to support Systems Acceptance Testing (SAT) and Quality (independent) Acceptance Testing (QAX).
- Ability to perform unit, integration, and production level testing of new and existing solution.

3.1.3. Preventative and Corrective Maintenance

The Contractor shall provide an established nationwide network of certified field maintenance technicians to provide a rapid response for onsite support for scheduled preventative and corrective maintenance. The field maintenance technician shall be equipped with required equipment spares, specialty tools, and proper documentation. All technicians shall have a CBP background investigation, be assigned a CBP tablet, Government PIV card, email and privileged user administrator accounts to perform field maintenance on LBI systems. The Contractor shall provide a U.S.-based help desk (telephonic) and on call maintenance support to respond to corrective maintenance issues.

- Providing a point of contact (POCs) to include: primary, alternate and help desk support. POC information shall include name, phone number and email address.

- Providing appropriate response based on the severity level of the problem and meeting or exceeding the service level standard.

Corrective maintenance of legacy Perceptics LPR systems deployed to CBP locations shall be provided based on fixed quarterly call out quotas. The Contractor shall propose a minimum level of corrective maintenance call outs for all deployed Perceptics LPR systems adjusted on a seasonal basis while ensuring that the performance SLA's are met. Additional call outs, if required, shall be approved in advance by the COR.

3.1.4. Corrective Maintenance Response Criteria

- a. [REDACTED] (b) (7)(E)
[REDACTED]
- b. [REDACTED] (b) (7)(E)
[REDACTED] The MTTR calculation shall not include issues (Dashboard tickets) automatically resolved within the LBI Dashboard.
- c. Upon resolution of the problem the field maintenance technician shall notify local CBP FTO and CBP Officer shift supervisor, and initiate close out of Remedy ticket.

3.1.5. Core and Sustaining Engineering Support including Technology Enhancements

3.1.5.1. Software Code Maintenance

The Contractor shall be responsible for maintenance of all available middleware, software and firmware running on all LBI systems at CBP field sites. The Contractor shall maintain a single current version of the software and firmware on all systems, and manage the implementation of new software and firmware release versions to ensure consistency and operability across all systems. Additional tasks shall include timely code maintenance of all software and firmware for maintenance upgrades, equipment upgrades, repairing corrupt files, manufacturer upgrades, defect code patches, and any approved technology refresh. The Contractor shall support the storage and management of all program code at a central CBP repository. The contractor shall develop a Test and Acceptance Plan to evaluate system performance for all of the operational solution areas and for changes made to those systems.

3.1.5.2. Change Management

The Contractor shall support and participate in Change Management procedures including CBP OIT Change Control Board (CCB). Any changes to in-service systems shall be subject to CCB review and approval.

3.1.6. Site / System Documentation

The Contractor shall provide the following documents for verification. Maintain and update site / system documentation as required.

- a. Provide a monthly updated list of all systems within the scope of the contract.

- b. Provide system and site specifications, drawings, materials, parts list, and test results for each.
- c. Identify any required changes or improvements to site elements (example: bollards, gantries, conduit) that are impacting performance.
- d. A list of spares consumed during a quarter in support of preventive and corrective maintenance.
- e. All program documentation shall be hosted on a CBP Sharepoint site. The contractor shall support the creation of that site.

3.1.7. Project Management Support

The Contractor shall provide Project Management and Systems Engineering Life Cycle (SELC) Services to provide accurate and timely technical, logistics, schedule, and performance information throughout the life cycle of the program. For project related tasks under approved task orders the Contractor shall:

- a. Develop and provide all of the required documentation to ensure that the SELC process is fully adhered to for all systems in engineering and development to expedite transition to production-ready systems.
- b. Participate in and support the SELC project planning, program control, risk assessment, scheduling, environmental readiness, meetings & exit gate reviews, action items, and requirements management tasks.
- c. Support and participate in Change Management procedures including the CCB.
- d. Comply with CBP software development requirements and processes, including use of Agile methodologies, for all software developed to operate the deployed equipment. Any Contractor-specific best practices / recommendations may be incorporated in a tailoring of the DHS/CBP Systems Engineering Life Cycle Handbook process. However, this action must be prior approved by the COR.

3.1.8. Root Cause Analysis

The Contractor shall immediately conduct a root cause analysis of the fault that causes the system to miss mandatory performance standards. The initial root-cause analysis and corrective action plan is due within five calendar days of the Contractor being aware of a missed service level standard. The Government shall review the initial root cause analysis and determine if additional actions by the Contractor are required. The root cause analysis findings shall be submitted as an e-mail or discussed at the LBI engineering or O&M meetings. The COR will provide authorization for the proposed corrective action plan or recommended alternative.

3.1.9. Service Level Objectives

The Contractor shall provide system support services for deployed equipment under the resulting contract that meet the service level objectives outlined below and any additional service levels proposed by the Contractor. The resulting service level agreements at a minimum shall address and meet the Government's service level objectives requirements detailed in paragraph, titled "Performance Standards".

3.1.10. Performance Standards

The Contractor shall incorporate and meet the mandatory service level and performance standards outlined in the Table 1 below. Mandatory performance indicators and minimum service level standards are based on current performance for existing deployed Operational Solution Areas. Threshold (T) or minimum service level standards represent the mandatory level of service required by the Government. Objective (O) level of performance is desired by the Government and represents outstanding performance. The Contractor shall provide the highest level of service that exceeds these performance levels wherever practical while minimizing the program’s total ownership cost (TOC) goals.

Table 1- Mandatory Service Level Standards

Mandatory Performance Indicators	Threshold (T) Minimum Service Level Standards	Objective (O) Level of Performance
System Availability excluding scheduled maintenance down time and delays injected due to unforeseen circumstances not in control of the Contractor such as network outages and power failures	<div style="font-size: 48pt; font-weight: bold;">(b) (7) (E)</div>	
Automated identification and remote correction of failures by Contractor’s dashboard system		
RFID Read Rate (Inbound vehicle lane for properly displayed and operable cards)		
LPR Read Rate for Fixed and Tactical LPR vehicles (POV & Commercial) that have at least one license plate issued by any of the 50 States, the District of Columbia, the 12 Canadian Provinces and Territories, and the 31 states and one district of Mexico		

LPR Read Rate for Hand Held Device Wireless Device on first attempt of use by the officer	(b) (7) (E)
System response time in milliseconds (ms) transmitting data package to the CBP POE LAN/WAN	
<p>Mean time to repair</p> <p>Defined as the response time to the Government's requests for repair and other technical problems (averaged per month on all response times for all submitted trouble calls) or as identified by the dashboard for which a remedy ticket is created</p>	
<p>System Reliability</p> <p>Defined as a mean time in hours between unscheduled maintenance (MTBUM) for all hardware components</p> <p>$MTBUM = \frac{\text{Total operating time for all deployed systems}}{\text{total count of unscheduled maintenance actions for all solution area}}$</p> <p>Calculated on a monthly basis for the trailing 3 months of data.</p>	
Mean time to respond to a dashboard generated alarm notification or Remedy ticket	

3.2. Transition Services (Optional Task)

The “Transition Services” task shall be exercised at the discretion of the Government based on who is the awardee of the Integrated Traveler Initiatives (ITI) Technology Solution Development, Program Management, Engineering Support and O&M Service’s procurement. If the optional transition services task is exercised, the Contractor shall provide additional services to support a seamless transition to the awardee of the ITI procurement. The transition support shall include transferring non-proprietary knowledge, expertise, lessons learned, LBI data, and supportive documentation (not otherwise provided directly by the Government) related to operations and maintenance (O&M) of LBI legacy systems, establishing and maintaining engineering/test facilities, operating the LBI Dashboard, standard deployment processes and other LBI functions.

Note: The PM, engineering and O&M services described in SOW sections 2 and 3 above shall be performed for a minimum of six months during the base period of performance of this Bridge task order. This is a firm requirement. Subsequent optional periods of performance for post Bridge award months seven through thirteen shall also include these services.

If exercised, these transition services shall occur during the Bridge base period of six months presuming the ITI award is not otherwise protested. If protest occurs, transition services shall commence once the protest action is resolved and the ITI awardee begins performing under the ITI task order, continuing for the following six months. As the various, potential protest scenarios are recognized and play out, the Government shall exercise optional periods of performance on the transition Bridge task order for the PM, engineering and O&M services described in SOW sections 2 and 3 above. The total performance period for the transition Bridge shall be identified and awarded at the earliest opportunity, as events unfold. The contractor transition support shall include the following tasks:

- a. Establishment and staffing of a Transition Office consistent with the work required to transition LBI services. The contractor shall identify key people who will continue to be a part of the transition team until completed.
- b. Identify, catalog and provide all required LBI technical data, documentation, software source code, configuration management records, as-built design drawings, LBI stakeholder (in and outside of CBP) points of contact, and other CBP-owned material to allow the ITI awardee to assume full responsibility for LBI fielded systems and associated engineering / test assets.
- c. Schedule and conduct a program orientation kick-off meeting at CTLF in Sterling, VA with the new awardee of the ITI procurement and CBP LBI-ITI program staff.

- d. Support transition of the CTLF government furnished equipment (GFE) and functionality to a new facility set up by the awardee of the ITI procurement. This would include advisory/consulting services as required, plus dismantling and boxing/packing GFE at CTLF. ITI awardee will then ship, install, test, etc. at their new test facility.
- e. Support the in-place O&M transition of the Outdoor Test Lane Facility (OTLF) in Stafford, VA to the ITI awardee.
- f. Support the transition of maintenance, operation and enhancement of the operational LBI Dashboard.
- g. Support and document the inventory and transfer of all other GFE, spare parts and government material to the ITI awardee or return to CBP.

3.3. Miscellaneous Tasks:

The Contractor may be directed to perform miscellaneous tasks related to IT elements, general site, facility and infrastructure elements, and POV lane elements that support systems deployments, operations and maintenance. The Contractor shall provide support for this task only when directed by the CO under a time and material level of effort including:

- a. IT related services, such as, changes to Internet Protocol (IP) address and software configuration, and installation of cables, workstations, patch panels, network infrastructure, cabinets, at existing sites when emergency repairs are authorized or when renovations are initiated by the Government.
- b. Provide power remediation services to ensure the deployed equipment is powered by clean power, and install power surge protection to prevent damage to deployed equipment.
- c. Support CBP and other organizations, such as GSA, in completing general site and infrastructure activities, such as environmental, historical and safety assessments, permitting, utility requirements, installations in partnership with Canada and Mexico, relocation of non-Operations Solution Area equipment.
- d. Complete changes to POV lane elements, such as modifications, removal, transportation, reinstallation and/or disposal of elements including: equipment, booths, and other site related elements.
- e. Provide engineering support assisting the Government in identifying a problem solution not directly related to the Contractor's operational solution or O&M support services.
- f. Installation or removal of GFE not otherwise included in the Contractor's solution but affecting the installation or performance of an existing deployed solution.

4. Program Management:

The Contractor shall provide the necessary skill mix, experience, and required number of qualified personnel, with the requisite security clearances to complete the tasks identified in the SOW.

4.1. Program Management and Organizational Processes Objectives

(a) The Contractor shall provide the requisite internal controls and management oversight for successful performance of this effort. The management and organizational objective is to allow the Contractor the maximum flexibility to manage the program schedule, performance, risks, warranties, subcontracts, and data to provide the services that satisfy the agreed-to performance requirements.

(b) The Contractor shall establish program management practices that provide accurate and timely schedule and performance information throughout the life cycle of the program. This shall include providing project management and control reports as defined for the tasks under the SOW. All reporting requirements of the current FY15-awarded LBI Bridge task order remain in place and shall be provided to CBP on the ITI Bridge task order.

(c) The Contractor shall establish a sound risk management system including the integration of metrics to monitor program status.

4.2. Key Project Personnel

The Contractor's Project Manager and Operations and Maintenance Manager shall be designated as Key Personnel and be responsible for providing personnel having the requisite skills necessary to support and accomplish the tasks outlined in this SOW for the specified time period. Depending upon their responsibilities, personnel will need to possess or pass a full background investigation (BI) as required for the resulting contract.

4.3. Program Management

The Contractor shall exercise technical direction and control required to operate and maintain LBI systems. This requirement includes the necessary project and program management for the support, engineering and testing efforts associated with planning, systems engineering, configuration control, risk management, communications, quality assurance, and data management required to carry out the task order efforts and comply with this SOW.

4.4. Technical Documentation

The Contractor shall provide system installation and checkout procedures, operating and maintenance instructions, inspection and calibration procedures, engineering design data (e.g., specifications, drawings, materials and parts lists, digital data), supplier data, logistics provisioning, and procurement data that are necessary in the performance of system development, production, operation, maintenance, and retirement functions. Data shall cover the prime mission-oriented system and other support infrastructure as well (i.e., test and support, transportation and handling, and training equipment).

4.5. Status Report of Activities

The Contractor shall furnish monthly statistical Status Reports of Activities, to be submitted along with invoices that include, at a minimum, the following information:

- Accomplishments
- Status of all activities in progress
- Planned activities and the complete schedule for implementation and completion.
- Problems encountered and how they are resolved, or if CBP action is required, proposed solutions for COR approval.
- Potential risks and proposed mitigation.
- Financial
- Quality Metrics
- Statistics

5. Critical Compliance Requirements

The Contractor shall comply with the below critical compliance requirements,

- Accessibility - Section 508 of the Rehabilitation Act requires access to the federal government's electronic and information technology. The Contract shall ensure all tasks to design, develop, deploy, operate and maintain ITI equipment or systems are in compliance with Section 508 requirements.
- IT Security Requirements – Ensuring confidentiality, integrity, availability, and authenticity of sensitive data within the DHS IT infrastructure and operations is a foundational element of the CBP mission. The Contractor shall ensure that all tasks to design, develop, deploy, operate and maintain ITI equipment or systems are in compliance with DHS-4300. The contractor shall implement dual factor authentication (Homeland Security Presidential Directive-12, HSPD-12) for network and endpoint device access.
- Interconnection Security Agreements (ISA) –Interconnection Security Agreements (ISA) are required by DHS policy to establish individual and organizational security responsibilities for the protection and handling of unclassified information. An ISA must be in place to allow connectivity between the CTLF, OTLF and CBP data center via the CBP network. The Contractor shall ensure all required ISAs are in compliance with DHS 4300, and NIST Special Publications SP 800-47 and SP 800-53.
- Systems Engineering Life Cycle - The DHS SELC is a technical framework that enables consistent management and supports the efficient and effective delivery of capabilities to end-users. The Contractor shall ensure that all tasks to design, develop, deploy, operate and maintain ITI equipment or systems conform to the requirements of DHS Directive 102.
- CBP EA Enterprise Architecture –The Contractor shall ensure that all tasks to design, develop, deploy, operate and maintain ITI equipment or systems conforms to the DHS/CBP Enterprise Architecture (EA), Technical Reference Models (TRM) and other DHS and CBP policies and guidelines including the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture - Technical Framework.
- DHS Geospatial Information Systems – The DHS/CBP Geospatial Vision is to achieve a comprehensive geospatial environment that unifies and supports all mission and business operations with a cohesive approach that includes common operating standards and governance. All geospatial implementations shall comply with the policies and

requirements set forth for the DHS Geospatial Information Infrastructure (GII). This includes submission to the Enterprise Architecture Board, or their designee, for review and approval of insertion of hardware, software, services, appliances, and/or structural metadata into the Homeland Security Enterprise Architecture HLS EA.

- Ensure that all software codes developed for the ITI Program be digitally signed and placed in CBP's United system.

6. Constraints

The Contractor shall comply with the following Federal Laws, Regulations, Acts, Executive Orders, Special Publications, Guidelines, DHS/CBP Directives and Policies:

DHS, CBP Documents:	
DHS Directive 102-01-001 Acquisition Instruction/Guidebook Appendix B	September 20, 2010
CBP System Lifecycle Handbook (Maintained on line at CBP. Link http://oitpal.cbp.dhs.gov/elcm/code/elcm.cfm)	CBP OIT ELEM Version 2.12
Passenger Systems Program Directorate (PSPD) Configuration Management Plan	April 5, 2012
PSPD OIT Change Control Board Instructions	May 20, 2014
PSPD Change Request Form Template	May 15, 2014
Section 508 of the Rehabilitation Act	Latest version
CBP security Policy and Procedures Handbook	HB 1400-02B dated 8/13/2009
Safeguarding Classified Information Handbook	HB 1400-03 dated 2/1/1991
Information Security Handbook	HB 1400-04 dated 9/10/2015
Information Systems Security Policies and Procedures Handbook	HB 1400-05D dated 6/17/2014
National Security Systems Handbook	HB 1400-06 dated 2/7/2005
Personal Security Handbook	HB 1400-07A dated 8/3/2011
CBP Directive, Infrastructure Services Division Product Testing	CBP Directive No 5510-036
CBP Directive, Technical reference Model Compliance Policy	CBP Directive 5510-034A, January 6, 2013
Federal Standards:	
Facilities Standard for Public Building Service	PBS-100
U.S. Land Port of Entry Design Guide Supplement	Mar-06
Laws, Regulations, and Executive Orders:	

EPCglobal	EPCglobal Tag Data Translation (TDT) 1.4 Standard Specification EPCglobal Tag Data Standards Version 1.4
40 CFR (all parts)	Code of Federal Regulations, Protection of the Environment (latest version)
Executive Order 12144	Environmental Effects Abroad of Major Federal Actions
Executive Order 13148	Greening of the Government through Leadership in Environmental Management
Executive Order 13101	Greening of the Government through Waste Prevention, Recycling, and Federal Acquisition
Council on Environmental Quality (CEQ) regulations	Latest version
NIST SP800-98 Guidelines for Securing Radio Frequency Identification (RFID) Systems	Apr-07
National Environmental Policy Act (NEPA)	Latest version
Industry Standards:	
National Electric Code (NEC), Facilities Standard for Public Building Service (PBS- IOO)	Latest version
National Information Exchange Model (NIEM)	Latest version
Business Process Modeling Notation (BPMN 1.1 or BPMN 2.0 when available)	Latest version
ISO/IEC 11801:2002 2ND ED. 2002-09	Latest version
ISO 18000-6c GEN 2	Latest version
IEC 61156-5, -6	Latest version
ANSI/NIST-ITL 1-2001	Latest version
ANSI/TIA/EIA-568-B	Latest version

Commercial standards shall be used wherever practicable and at no time shall safety, quality or performance of equipment be compromised or sacrificed. Alternative and additional standards may be proposed in the detailed design package when a justification is provided that establishes equivalent performance.

This listing is not intended to relieve the Contractor of its responsibility to identify and comply with any other current effective applicable regulations and procedures, when performing work

under this contract.

7. Place of Performance and Travel

7.1. Place of Performance

Work will be performed at both the Contractor's facility as well at CBP government sites as required. CBP government sites include:

- Ronald Reagan Building, Washington, DC,
- Newington Data Center, Springfield, VA,
- CBP Land, Air, Sea border ports of entry and at Border Patrol Checkpoints.

7.2. Travel

In support of the contract requirements, the Contractor may be required to travel to locations along the southern and northern land border, air and sea POE as well as other government facilities in the continental U.S. Travel must be approved in advance and is cost-reimbursable.

8. Period of Performance

8.1. Base and Option Periods

The period of performance for this contract shall be a Base Period of six (6) months and seven (1) one month Option Periods.

- Base - September 26, 2016 - March 25, 2017
- Option Period 1 - March 26, 2017 - April 25, 2017
- Option Period 2 – April 26, 2017 - May 25, 2017
- Option Period 3 - May 26, 2017 - June 25, 2017
- Option Period 4 - June 26, 2017 - July 25, 2017
- Option Period 5 - July 26, 2017 - August 25, 2017
- Option Period 6 - August 26, 2017 - September 25, 2017
- Option Period 7 - September 26, 2017 - October 25, 2017

9. Invoice Instructions

Invoices are to be electronically submitted using the Invoicing Processing Platform (IPP). Please see the Task Order (TO) Terms and Conditions for full invoicing instructions.

10. Points of Contact – Government

Contracting Officer's Representative (COR):

(b)(6);(b)(7)(C)

Department of Homeland Security
Customs and Border Protection
Office of Information and Technology
Passenger System Program Directorate

(b)(6);(b)(7)(C) office phone)

Email: (b)(6);(b)(7)(C)

Contracting Officer (CO)

Fang-Ting Manson
Department of Homeland Security
Customs and Border Protection
Information Technology Contracting Division
Office of Procurement

(b)(6);(b)(7)(C) office phone)

Email: (b)(6);(b)(7)(C)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 9/26/2015	2. CONTRACT NO. (if any) HSHQDC14DE2013	6. SHIP TO:	
3. ORDER NO. HSBP1015J00788		4. REQUISITION/REFERENCE NO. 0020084944	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE
		f. SHIP VIA	

7. TO:			8. TYPE OF ORDER	
a. NAME OF CONTRACTOR UNISYS CORP			<input type="checkbox"/> a. PURCHASE -- Reference Your N/A . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. COMPANY NAME				
c. STREET ADDRESS 11720 PLAZA AMERICA DR TOWER III				
d. CITY RESTON	e. STATE VA	f. ZIP CODE 20190	10. REQUISITIONING OFFICE Customs and Border Protection - OIT (b)(6);(b)(7)(C) Director, LBI Division (b)(6);(b)(7)(C)	
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED SCHEDULE				

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			09/25/2016	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
10	(b) (4), (b) (7)(E)					
20	(b) (4), (b) (7)(E)					
30	(b) (4), (b) (7)(E)					
40	(b) (4), (b) (7)(E)					
50	(b) (4), (b) (7)(E)					
60	(b) (4), (b) (7)(E)					
70	(b) (4), (b) (7)(E)					

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	(b) (4)	17(h)TOT. (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME DHS - Customs & Border Protection		Commercial Accounts Sect.			
b. STREET ADDRESS (or P.O. Box)		6650 Telecom Drive, Suite 100		\$29,782,993.81	17(i) GRAND TOTAL	
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46278				

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Denise Jenkins-Williams
TITLE: CONTRACTING/ORDERING OFFICER

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OPTIONAL FORM 347 (REV. 5/2011)

Prescribed by GSA FOR 48 CFR 101-11.600-203 (f)

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
9/26/2015

2. CONTRACT NO. (if any)
HSHQDC14DE2013

3. ORDER NO.
HSBP1015J00788

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
80	(b) (4), (b) (7)(E)					
90						
150						
170						
180						
190						
200						
210						
220						
230						
240						
250						
260						
270						
280						
290						
300						
310						
320						
330						
340						
350						
360						
370						
380						
390						
400						
410						
420						

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

3 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
9/26/2015

2. CONTRACT NO. (if any)
HSHQDC14DE2013

3. ORDER NO.
HSBP1015J00788

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
430	(b) (4), (b) (7)(E)					
440						
450						
460						
470						
480						
490						
500						
510						
520						
530						
540						
550						
560						
570						
580						
590						
600						
610						
620						
630						
640						
650						
660						
670						
680						
690						
700						

DATE OF ORDER 9/26/2015	CONTRACT NO. (if any) HSHQDC14DE2013	ORDER NO. HSBP1015J00788	PAGE OF PAGES 4 4
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Federal Tax Exempt ID: (b) (6)

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: (b) (7)(E)

NOTES:

This is a single award, issued as an Eagle II Task Order utilizing a combination of Firm-Fixed Price (FFP), Labor Hours (LH) and Time and Materials (T&M).

CBP accepts Unisys Technical and Price Proposal with attachments, and incorporates the Technical and Price Proposal dated 8/25/15 into this task order.

Task Order also includes RFP Questions/Clarification dated 9/04/15, and email clarification concerning the OTLF and warranties expiring on inbound signage per email dated 9/22/15.

The Statement of Work (SOW) is also incorporated into this task order.

CBP accepts the discount of (b) (4) offered by Unisys by ordering all 43 lanes per page 4 of the price proposal.

Period of Performance for this order is 26 September 2015 – 25 September 2016.

CBP has included additional travel funds to complete ongoing LBI task. Travel will be reimbursed at actual direct cost in accordance with the limitations set forth in FAR 31.205-46, Travel Costs. No profit is allowed for travel. Indirect costs may be applied to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2, Contracts with Commercial Organizations. Travel will be a separate Not-To-Exceed CLIN in support of this order.

Only a contracting officer may authorize changes to the contract. If any changes are required, please notify the contracting officer.

Contracting Officer for this action is Denise Jenkins-Williams (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)

Contract Specialist is (b)(6);(b)(7)(C)

CONTRACTOR ACKNOWLEDGEMENT

By signing below, Unisys Corp. signifies that the terms and conditions of this Task Order are acceptable.

Name Title Date

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1015J00788

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
10	(b) (4), (b) (7)(E)				
20					
30					
40					
50					
60					
70					
80					
90					
150					
170					
180					
190					
200					
210					
220					
230					
240					
240 cont.					
250					
260					
270					
280					
290					
300					
310					
320					
330					
340					
350					
360					
370					
380					
390					
400					
410					
420					
430					
440					
450					
460					
470					
480					

490	(b) (4), (b) (7)(E)
500	
510	
520	
530	
540	
550	
560	
570	
580	
590	
600	
610	
620	
630	
640	
650	
660	
670	
680	
690	
700	

Total Funded Value of Award:

\$29,782,993.81

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923050000Z63F15400BN0114010400 IUE112525 TAS# 07020152015 0530000	(b) (4)
20	6100.2525USCSGLCS0923050000Z63F15400BN0114010400 IUE112525 TAS# 07020152015 0530000	
30	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
40	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
50	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
60	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
70	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 641292525 TAS# 07020152015 0530000	
80	6100.2525USCSGLCS0923050000Z63F15400AP0113020100 641392525 TAS# 07020152015 0530000	
90	6100.2525USCSGLCS0923050000Z63F15400AP011302A200 640802525 TAS# 07020152015 0530000	
150	6100.2525USCSGLCS0923050000Z63F15400AP011302A200 640802525 TAS# 07020152015 0530000	
170	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
180	6100.316AUSCSGLCS0923050000Z63F15400AP011302AJ00 64030316A TAS# 07020152015 0530000	
190	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
200	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000	
210	6100.2525USCSGLCS0923050000ZJJ915156R1AU05 IT0222525 TAS# 070 X5694000	
220	6100.316AGLCS0923050000ZJJ915156R1AU05 IT022316A TAS# 070 X5694000	

230	6100.2525GLCS0923050000ZJJ915156R1AU05 IT0222525 TAS# 070 X5694000
240	6100.316AUSCSGLCS0923050000Z63F15400AP011302AJ00 64030316A TAS# 07020152015 0530000
250	6100.2525USCSGLCS0923050000Z63F15400AP011302AJ00 640302525 TAS# 07020152015 0530000
260	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
270	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
280	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
290	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
300	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
310	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
320	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
330	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
340	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
350	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
360	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
370	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
380	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
390	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
400	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
410	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
420	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
430	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
440	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
450	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
460	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
470	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
480	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
490	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
500	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
510	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000
520	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000

(b) (4)

530	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	(b) (4)
540	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
550	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
560	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
570	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
580	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
590	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
600	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
610	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
620	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
630	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
640	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
650	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
660	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
670	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
680	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
690	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	
700	1750.3192USCSGLCS0923050000Z00015400AP011302AJ00 640303192 TAS# 07020152015 0530000	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 7400 Fullerton Road Springfield, VA 22153	10	(b) (7)(E)	09/25/2016
	20		09/25/2016
	30		09/25/2016
	40		09/25/2016
	50		09/25/2016
	60		09/25/2016
	70		09/25/2016
	80		09/25/2016
	90		09/25/2016
	150		09/25/2016
	170		09/25/2016
	180		09/25/2016
	190		09/25/2016
	200		09/25/2016
	210		09/25/2016
	220		09/25/2016
	230		09/25/2016
	240		09/25/2016

	250	(b) (7)(E)	09/25/2016
	260		09/25/2016
	270		09/25/2016
	280		09/25/2016
	290		09/25/2016
	300		09/25/2016
	310		09/25/2016
	320		09/25/2016
	330		09/25/2016
	340		09/25/2016
	350		09/25/2016
	360		09/25/2016
	370		09/25/2016
	380		09/25/2016
	390		09/25/2016
	400		09/25/2016
	410		09/25/2016
	420		09/25/2016
	430		09/25/2016
	440		09/25/2016
	450		09/25/2016
	460		09/25/2016
	470		09/25/2016
	480		09/25/2016
	490		09/25/2016
	500		09/25/2016
	510		09/25/2016
	520		09/25/2016
	530		09/25/2016
	540		09/25/2016
	550		09/25/2016
	560		09/25/2016
	570		09/25/2016
	580		09/25/2016
	590		09/25/2016
	600		09/25/2016
	610		09/25/2016
	620		09/25/2016
	630		09/25/2016
	640		09/25/2016
	650		09/25/2016
	660		09/25/2016
	670		09/25/2016
	680		09/25/2016
	690		09/25/2016
	700		09/25/2016

I.4 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
- (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar

legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.6 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012) ALTERNATE I (SEP 2012)

(a) The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

I.7 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. 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 national security.

(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, 6 U.S.C. 395, 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 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 an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (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 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 the Homeland Security Act, 6 U.S.C. 395 (b) 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; and
 - (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.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

I.8 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from 09/26/2015 through 09/25/2016.

[End of Clause]

I.9 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

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

[End of Clause]

I.10 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

- (1) U.S. Customs and Border Protection
Commercial Accounts Section
6650 Telecom Drive, Suite 100
Indianapolis, Indiana 46278

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices must include the following text: "**Per CBP, Net [state # days] Invoice**".

- (2) Contracting Officer or Contract Administrator (CO or CA)

DHS/U.S. Customs and Border Protection
Attention: **(b)(6);(b)(7)(C)**

OR email: (b)(6);(b)(7)(C)

(3) Contracting Officer's Representative (COR)

DHS/U.S. Customs and Border Protection

Attention: (b)(6);(b)(7)(C)

OR email: (b)(6);(b)(7)(C)

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office NOT APPLICABLE

Attention:

(c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

(a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- viii. Taxpayer identification number (TIN).
- ix. Electronic funds transfer (EFT) banking information.
- x. Any other information or documentation required by the contract (e.g. evidence of shipment).

(2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).

(b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.

(c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
 - i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.11 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

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

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

[End of Clause]

I.12 SECURITY PROCEDURES (OCT 2009)**A. Controls**

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

Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

B. Security Background Investigation Requirements

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

C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the

solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.

4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

D. Notification of Contractor Employee Changes

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

E. Non-Disclosure Agreements

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

[End of Clause]

I.13 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

I.14 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2014)

A. Contractor Performance Evaluations

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

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

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

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the fourteen (14) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review, the evaluation is considered complete and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor Representative

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

C. Electronic Access to Contractor Performance Evaluations

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

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

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

(End of Clause)

I.15 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

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

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

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

[End of Clause]

I.16 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]