Continuation of SF 1449 from Item 20

A.1 Compensation Fixed Price Schedule 1. As consideration for the services to be provided under each task order awarded during the period of performance, fixed fullyloaded labor rates shall be in effect: 12/3/2010 through 12/2/2011 for the following:

Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher included) Firm Fixed Price (FFP), per unit 00020 Bus Low Energy Drive Through Portal System (2 year warranty, initial training course presentation, Operator's Booth (Ship and Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher

(2 year warranty, initial training course presentation, Operator's Booth (Ship and

**PART A – Schedule of Supplies/Services** 

A.1.1 – Schedule & Pricing Spreadsheet

Description

POV Low Energy Drive Through Portal System

00030 POV System Installation FFP, per unit

included) FFP, per unit

- 00040 Bus System Installation FFP, per unit
- 00050 POV Site Preparation (time and materials (T&M), NTE (b) (4) POV Site Preparation (T&M, NTE (b) (4))
- 00060 California location
- 00070 Bus Site Preparation (T&M, NTE
- 00080 Bus Site Preparation (T&M, NTE California location
- A&E (T&M, NTE(b) 00090

Clin

00010

- A&E California (T&M, NTE(b) (4) 00100 California location
- 00110 Officer's shelters (Ship and Install) FFP, per unit
- 00120 Training development FFP, per unit
- T3 training development FFP, per unit 00130
- 00140 T3 training presentation FFP, per unit
- 00150 Shipping (FOB Destination) FFP, per unit
- 00160 Additional Operator Training Presentations FFP, per unit
- 00170 Technical Manuals FFP, per unit
- 00180 3<sup>rd</sup> Year Warranty
- 4<sup>th</sup> Year Warranty 00190



#### A.2 Contract Schedule Modifications Effected by Option Exercise

1. Upon execution of each option, an additional twelve (12) months will be added to the contract period of performance. The following payment schedule(s) and fixed fully-loaded labor rates will be effective for the optional years(s) of performance 12/3/2011 through 12/2/2012

#### A.2.1 Schedule & Pricing Spreadsheet – Opt Year 1 -

#### Clin

Description

- 00010 POV Low Energy Drive Through Portal System (2 year warranty, initial training course presentation, Operator's Booth (Ship and Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher included) Firm Fixed Price (FFP), per unit
- 00020 Bus Low Energy Drive Through Portal System (2 year warranty, initial training course presentation, Operator's Booth (Ship and Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher included) FFP, per unit
   00030 POV System Installation FFP, per unit
- 5 71
- 00040 Bus System Installation FFP, per unit
- 00050 POV Site Preparation (time and materials (T&M), NTE \$325,000)
- 00060 POV Site Preparation (T&M, NTE(b) (4) California location
- 00070Bus Site Preparation (T&M, NTE (b) (4)00080Bus Site Preparation (T&M, NTE (b) (4)
- California location
- 00090 A&E (T&M, NTE (b) (4))
- 00100 A&E California (T&M, NTE(b) (4)) California location
- 00110 Officer's shelters (Ship and Install) FFP, per unit
- 00120 Training development FFP, per unit
- 00130 T3 training development FFP, per unit
- 00140 T3 training presentation FFP, per unit
- 00150 Shipping (FOB Destination) FFP, per unit
- 00160 Additional Operator Training Presentations FFP, per unit
- 00170 Technical Manuals FFP, per unit
- 00180 3<sup>rd</sup> Year Warranty
- 00190 4<sup>th</sup> Year Warranty



1. Upon execution of each option, an additional twelve (12) months will be added to the contract period of performance. The following payment schedule(s) and fixed fully-loaded labor rates will be effective for the optional years(s) of performance 12/3/2012 through 12/2/2013

1 to 2

3 to 4

5 to 6

#### A.2.2 Schedule & Pricing Spreadsheet

01	•	
( `I	11	۱
U.		

Description

- 00010 POV Low Energy Drive Through Portal System (2 year warranty, initial training course presentation, Operator's Booth (Ship and Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher included) Firm Fixed Price (FFP), per unit 00020 Bus Low Energy Drive Through Portal System (2 year warranty, initial training course presentation, Operator's Booth (Ship and Install), Second analysis station, License Plate Reader, Vehicle Gauge, Red light/Green light notification, CCTV Cameras, Car Pusher included) FFP, per unit 00030 POV System Installation FFP, per unit 00040 Bus System Installation FFP, per unit 00050 POV Site Preparation (time and materials (T&M), NTE(b) (4) POV Site Preparation (T&M, NTE(b) (4) 00060 California location Bus Site Preparation (T&M, NTE 00070 00080 Bus Site Preparation (T&M, NTE California location A&E (T&M, NTE(b) (4)) 00090 A&E California (T&M, NTE(b) (4)) California 00100 location Officer's shelters (Ship and Install) FFP, per unit 00110 00120 Training development FFP, per unit T3 training development FFP, per unit 00130 T3 training presentation FFP, per unit 00140 00150 Shipping (FOB Destination) FFP, per unit 00160 Additional Operator Training Presentations FFP, per unit 00170 Technical Manuals FFP, per unit 3<sup>rd</sup> Year Warranty 00180
- 00190 4<sup>th</sup> Year Warranty

\* NOTE: These "not to exceed" prices will remain constant when submitting proposals for this solicitation. <u>Total Value of the contract \$67M</u>

2. Payments for work performed under a task order will be made monthly after acceptance of services performed, as specified in the section entitled,

"Reports/Deliverables," and upon presentation of a proper invoice and upon receipt and acceptance by the Government of those items specified in the section entitled, "Invoice Submission".

# A.3 Deliveries or Performance

# A.3.1 Term of Contract

The term of the contract is a base period with the potential of earning two one-year options. The total term of the contract will not exceed 3 years.

Base Period – December 3, 2010 – December 2, 2011 Option Year 1 – December 3, 2011 – December 2, 2012 Option Year 2 – December 3, 2012 – December 2, 2013

## A.3.2 Place of Performance

The place of performance is limited to the continental United States.

## A.3.3 Contract Deliverables

**A.3.3.1** CBP desires to procure an annual maximum of fifteen (15) Low Energy Drive Through Portal large-scale NII systems during the base period of FY-10. CBP may desire to procure an annual maximum of six (6) Low Energy Drive Through Portal largescale NII systems during the first option year period (FY-11) and may desire to procure an annual maximum of six (6) Low Energy Drive Through Portal large-scale NII systems during the second option year period (FY-12) for a total ordering ceiling for the full contract term of NTE twenty-seven (27) systems, but the Government will be under no obligation to any contract holder to purchase more than the guaranteed minimum of one (1) system. No minimum ordering amount applies to the option years. Delivery locations and schedules will be specified in delivery orders issued under the contract awarded as a result of this solicitation. They will be provided to CBP Officers at U.S. Ports of Entry (POE).

A.3.4 The following DIDs will be required under the Delivery Orders:

## **DELIVERABLES**

## A.3.4.1. Data Item Descriptions (DIDs)

The following DIDs will be required under the Delivery Orders:

# DID TITLE

Project Management Plan
Radiological Survey Report
Monthly Progress Report
Operators Training Material
System User's Manual
Maintenance/Service Manual
Vendor Technical Documentation
Failure and Error Report
Quality Assurance Plan
Acceptance Test Plan
Calibration Maintenance Requirement Report
Configuration List
Certified As-Built Drawings
Construction Managers Log

**A.3.5** Low Energy Drive Through Portal Systems. The units are planned for the following estimated locations:

Location	<u>Type of System</u>	Additional Training <u>Presentations</u>	<u>Install</u>
Otay Mesa, CA	1 POV system	6	
Calexico, CA (East)	1 POV system	6	
Laredo, TX (Lincoln-Juarez)	1 POV system	1	
Laredo, TX (Lincoln-Juarez)	1 Bus system	1	
El Paso, TX	1 POV system	2	
El Paso, TX	1 Bus system	3	
El Paso, TX (Del-Norte)	1 POV system		
Nogales, AZ (Deconcini)	1 POV system		
Nogales, AZ (Deconcini)	1 Bus system		
El Paso, TX (Del-Norte)	1 POV system		
El Paso, TX (Yslesta)	1 POV system		
Columbus, NM	1 POV system		
Fabens, TX	1 POV system		
Presidio, TX	1 POV system		
Santa Teresa, NM	1 POV system		

#### A.4 Contract Administration Data

#### A.4.1 3052.242-72 Contracting Officer's Technical Representative (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will

provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

## A.4.2 Contracting Officer's Authority (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

#### A.4.3 Subcontracts/Consultant Arrangements

- (a) When so required by FAR Part 44, the offeror's proposal shall identify all subcontracts/consultant arrangements proposed. Specifically, the following information shall be provided to the Contracting Officer:
  - (1) Company name of each subcontractor, or the individual name in the case of independent consultants;
  - (2) Names of each subcontractor corporate officers;
  - (3) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
  - (4) Scope of work to be performed by each subcontractor/ consultant.
- (b) Furthermore, throughout the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract/consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above-specified items of information for any subcontract/consultant arrangement that the Contractor proposed subsequent to contract award. The

government may consider revision to this requirement if the contractor has a government approved purchasing system in accordance with FAR Part 44.

- (c) The General Services Administration reserves the right to request the contractor to terminate any subcontractors, individual subcontractor employees, subcontractor principals, or consultants, for malfeasance or other appropriate cause (e.g., theft, criminal record(s), ties to organized crime, etc.).
- (d) The provisions of this clause do not preclude any requirements regarding subcontracts that may be set forth elsewhere in this solicitation/contract.
- (e) Questions regarding this requirement shall be directed to the Contracting Officer.

#### A.4.4 Submission of Invoices (JUN 2009)

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

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

OR as an alternative:

Email: cbpinvoices@dhs.gov

NOTE - Only for awards with payment terms less then Net 30:

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

2. Contracting Officer's Technical Representative: (b) (6)

Email.(b) (6)

Contracting Officer (or Contract Administrator):
 DHS/U.S. Customs and Border Protection
 Attention: Robert F. Abood
 1300 Pennsylvania Ave, NW, NP, 1310
 Washington, D.C., 20229

Email: (b) (6)

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

# PART B. Addendum to 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) and Alternate I (Oct 2008) apply.

# **B.1 FAR Clauses**

# 52.252-2 Clauses Incorporated by Reference.(Feb 1998)

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

- 52.204-7 Central Contractor Registration (APR 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Sept 2007)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- **52.222-9** Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination Disbarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility
- 52.222-30 Davis-Bacon Act Price Adjustment (None or Separately Specified Method).
- 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- 52.225-24 Notice of Required use of American Iron, Steel, and other manufactured goods – Buy American Act – Construction Materials under Trade Agreements (Mar 2009).
- 52.246-2 Inspection of Supplies--Fixed-Price (AUG 1996)
- 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)
- 52.246-16 Responsibility for Supplies (Apr 1984)

# 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 <u>November 24, 2010</u> through <u>November 23, 2013</u>.

(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.

#### 52.216-19 Order Limitations. (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than  $\underline{1}$ , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of <u>twenty-seven (27)</u>;
- (2) Any order for a combination of items in excess of twenty-seven (27); or

(3) A series of orders from the same ordering office within  $\underline{30 \text{ days}}$  that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <u>15</u> days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 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 **36 months**.

#### 52.217-8 Option to Extend Services.(Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within <u>10 days</u> prior to the expiration of the contract.

#### 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 <u>10 days</u>; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>10 days</u> 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  $\underline{36}$  (months).

#### **B.2** The Homeland Security Acquisition Manual Clauses

# HSAM 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

HSAM 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

PART C – 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Apr 2010) (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).

Alternate I (Aug 2007) of <u>52.222-50 (22 U.S.C. 7104(g)</u>).

(2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).

(3) <u>52.233-4</u>, 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:

 $X_{1}$  (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (<u>41 U.S.C. 253g</u> and <u>10 U.S.C. 2402</u>).

**X**\_(2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).

 $X_{3}$  (3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

<u>X</u> (4) <u>52.204-11</u>, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(5) <u>52.219-3</u>, Notice of Total HUBZone Set-Aside (Jan 1999) (<u>15 U.S.C. 657a</u>).

(6) <u>52.219-4</u>, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (<u>15 U.S.C. 657a</u>).

(7) [Reserved]

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003)

(<u>15 U.S.C. 644</u>).

\_\_\_(ii) Alternate I (Oct 1995) of <u>52.219-6</u>.

\_\_\_(iii) Alternate II (Mar 2004) of <u>52.219-6</u>.

(9)(i) <u>52.219-7</u>, Notice of Partial Small Business Set-Aside (June 2003) (<u>15 U.S.C. 644</u>).

(ii) Alternate I (Oct 1995) of <u>52.219-7</u>.

\_\_(iii) Alternate II (Mar 2004) of <u>52.219-7</u>.

(10) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004)

(<u>15 U.S.C. 637(d)(2)</u> and (3)).

(11)(i) <u>52.219-9</u>, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of <u>52.219-9</u>.

\_\_(iii) Alternate II (Oct 2001) of <u>52.219-9</u>.

\_\_\_(12) <u>52.219-14</u>, Limitations on Subcontracting (Dec 1996) (<u>15 U.S.C. 637(a)(14)</u>).

(13) <u>52.219-16</u>, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (<u>15 U.S.C.</u> <u>637(d)(4)(F)(i)</u>). \_\_\_\_(14)(i) <u>52.219-23</u>, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (<u>10 U.S.C. 2323</u>) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of <u>52.219-23</u>.

(15) <u>52.219-25</u>, Small Disadvantaged Business Participation Program— Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and <u>10 U.S.C. 2323</u>).

(16) <u>52.219-26</u>, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) <u>52.219-27</u>, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (<u>15 U.S.C. 657 f</u>).

(18) <u>52.219-28</u>, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (19) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).

\_\_ (20) <u>52.222-19</u>, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

(21) <u>52.222-21</u>, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_ (22) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_ (23) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).

\_\_ (24) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) <u>52.222-37</u>, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).

(26) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u>.)

(27)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(28) <u>52.223-15</u>, Energy Efficiency in Energy-Consuming Products (Dec 2007) (<u>42</u> U.S.C. 8259b).

(29)(i) <u>52.223-16</u>, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_(ii) Alternate I (Dec 2007) of <u>52.223-16</u>.

\_\_\_ (30) <u>52.225-1</u>, Buy American Act—Supplies (Feb 2009) (<u>41 U.S.C. 10a-10d</u>).

(31)(i) <u>52.225-3</u>, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (<u>41 U.S.C. 10a-10d</u>, <u>19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C.</u> <u>3805</u> note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of <u>52.225-3</u>.

(iii) Alternate II (Jan 2004) of <u>52.225-3</u>.

(32) <u>52.225-5</u>, Trade Agreements (Aug 2009) (<u>19 U.S.C. 2501</u>, *et seq.*, <u>19 U.S.C. 3301</u> note).

**X** (33) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C. 5150</u>).

(36) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(37) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X\_ (38) <u>52.232-33</u>, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (<u>31 U.S.C. 3332</u>).

(39) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (<u>31 U.S.C. 3332</u>).

(40) <u>52.232-36</u>, Payment by Third Party (Feb 2010) (<u>31 U.S.C. 3332</u>).

(41) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).

(42)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).

(ii) Alternate I (Apr 2003) of <u>52.247-64</u>.

(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:

(1) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, *et seq.*). (2) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 1989)

(<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u>, et seq.).

(3) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u>, *et seq.*).

(4) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u>, *et seq.*).

(5) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (<u>41 351</u>, *et seq.*).

(6) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, *et seq.*).

(7) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C.</u> <u>5112(p)(1)</u>). (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 <u>52.215-2</u>, 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 <u>Subpart 4.7</u>, 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), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause— (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).

(vi) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998)

(<u>29 U.S.C. 793</u>).

(vii) [Reserved]

(viii) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, et seq.).

(ix) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).

\_\_Alternate I (Aug 2007) of <u>52.222-50</u> (<u>22 U.S.C. 7104(g)</u>).

(x) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (<u>41</u> U.S.C. 351, *et seq.*).

(xi) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, *et seq.*).

(xii) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009).

(xiii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.

(xiv) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

(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.

Alternate II (Sep 2010). As prescribed in  $\underline{12.301}(b)(4)(ii)$ , substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and (ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (<u>41 U.S.C. 251 note</u>)).

(B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (May 2009) (Section 1553 of Pub. L. 111-5).

(C) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the

subcontract (except subcontracts to small business concerns) exceeds \$550,000

(\$1,000,000 for construction of any public facility), the subcontractor must include

52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) <u>52.222-26</u>, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).

(F) <u>52.222-36</u>, Affirmative Action for Workers with Disabilities (June 1998) (<u>29 U.S.C.</u> <u>793</u>).

(G) <u>52.222-41</u>, Service Contract Act of 1965 (Nov 2007) (<u>41 U.S.C. 351</u>, et seq.).

(H) <u>52.222-50</u>, Combating Trafficking in Persons (Feb 2009) (<u>22 U.S.C. 7104(g)</u>).

(I) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (<u>41 U.S.C. 351</u>, *et seq.*).

(J) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (<u>41 U.S.C. 351</u>, *et seq.*).

(K) <u>52.222-54</u>, Employment Eligibility Verification (Jan 2009).

(L) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.

(M) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

## PART D - ATTACHMENTS

Attachment 1 Base contract Statement of Work (SOW)

#### Attachment 1

#### STATEMENT OF WORK

# Twenty-seven (27) Low Energy Drive Through Portal Non-Intrusive Inspection Systems

#### C1. Scope

The U.S. Customs and Border Protection (CBP), based upon operational needs, has an immediate requirement to inspect vehicles for illegal contraband including narcotics and terrorist weapons. Because of the volume of vehicles flowing through the Ports of Entry, a system that allows vehicles to be driven through the system by the vehicles driver and with vehicle occupants still inside is required. This Statement of Work details the minimum requirements for a Low Energy Drive Through Portal System. Proposals must meet the minimum requirements in order to be considered and those proposals which exceed these minimum requirements will receive a higher rating. The system shall be offered as a Commercial Off The Shelf Technology (COTS) system. The system must be safe and create exposure rates as low as possible as promulgated by the Nuclear Regulatory Commission (NRC) in 10 C.F.R Part 20, setting the maximum permissible level of radiation dose to the general public at 0.1 Rem (100,000 µR (microrem)) peryear. CBP is seeking a system that shall create dose rates of no greater than 10  $\mu$ R per scan and a detailed image of the vehicle (from the roof of vehicle to the ground) which allows operators to quickly identify organic compounds (drugs, currency and explosives), high density objects, weapons, and stowaways.

CBP desires to procure an annual maximum of fifteen (15) Low Energy Drive Through Portal large-scale NII systems during the base period of FY-10. CBP may desire to procure an annual maximum of six (6) Low Energy Drive Through Portal large-scale NII systems during the first option year period (FY-11) and may desire to procure an annual maximum of six (6) Low Energy Drive Through Portal large-scale NII systems during the second option year period (FY-12) for a total ordering ceiling for the full contract term of NTE twenty-seven (27) systems, but the Government will be under no obligation to any contract holder to purchase more than the guaranteed minimum of one (1) system. No minimum ordering amount applies to the option years. Delivery locations and schedules will be specified in delivery orders issued under the contract awarded as a result of this solicitation. Delivery locations and schedules will be specified in delivery orders issued under the contract(s) awarded as a result of this solicitation. They will be provided to CBP Officers at U.S. Ports of Entry (POE).

Delivery locations and schedules will be specified in delivery orders issued under the contract(s) awarded as a result of this solicitation.

## C1.1. Data Item Descriptions (DIDs)

The following contract DIDs shall apply:

DID	TITLE

- A001 Project Management Plan
- A002 Radiological Survey Report
- A003 Monthly Progress Report
- A004 Operators Training Material
- A005 System User's Manual
- A006 Maintenance/Service Manual
- A007 Vendor Technical Documentation
- A008 Failure and Error Report
- A009 Quality Assurance Plan
- A010 Acceptance Test Plan
- A011 Calibration Maintenance Requirement Report
- A012 Configuration List
- A013 Certified As-Built Drawings
- A014 onstruction Managers Log

## C1.2 Contractor Management Organization

The Contractor shall provide a Project Management Plan for CBP review. This plan shall include the scheduling for completion of all tasks required to fabricate, ship, test, train, maintain, and install (develop drawings, site preparation and system installation) a Low Energy Drive Through Portal, all major points of contact and the Contractor's overall management. The Project Management Plan shall be prepared in accordance with **Data Item Description number A001**. The Contractor shall also provide a work breakdown structure which details the positions and level of effort (% time allocated for each task) allocated to this project.

#### C1.3 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

- American National Standard, ANSI N42.41 (Performance Criteria and Evaluation of Active Interrogation Systems for Homeland Security), in development.
- American National Standard for Determination of Imaging Performance of X-Ray and Gamma-Ray Systems for Cargo and Vehicle Security Screening ANSI N42.46-2008 dated 19 August 2008.
- American National Standard, ANSI/HPS N 43.17-2009 (Radiation Safety for Personnel Security Screening Systems Using X-Ray or Gamma Radiation).
- American Society of Testing and Materials (ASTM),(Performance Standards for CBRNE Sensors), in development
- American Society of Mechanical Engineers Standards
- CBP Information Systems Security Policies and Procedures Handbook HB 1400-05C dated October 18, 2006.
- DHS-CBP N.25 Standardized Messaging Protocol N.25 Version 1.5.0.6 and the ICD v4 (shall be provided GFI as requested).
- U.S. Customs and Border Protection Interface Control Document (Interface between Scanning Device and CBP CAS) third version dated January 18, 2010.
- NFPA 79, Electrical Standards for Industrial Machinery
- NFPA 70, Recommended Practice for Electrical Equipment Maintenance
- DHS and CBP IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, titled Information Technology Systems Security; DHS Sensitive Systems Policy Directive 4300A, Information Technology Security Program and the DHS 4300A Sensitive Systems Handbook.
- DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information.
- DHS personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors.
- Homeland Security and CBP Enterprise Architecture documents and reference models.
- Federal Information Processing Standards Publication (FIPS PUB) Number 140-2, Security Requirements for Cryptographic Modules.
- Any future applicable ANSI standards.
- All applicable information technology security policies and requirements, including common security configurations available from the National Institute of Standards and Technology (<u>http://checklists.nist.gov</u>).
- Interagency Agreement and Delegation of Authority from the General Services Administration to the Department of homeland Security executed April 6, 2009.

#### C2.0 Locations

The estimated installation locations for the fifteen (15) Low Energy Drive Through Portal large-scale NII systems include

Otay Mesa, CA Calexico, CA Laredo, TX (Lincoln-Juarez) Laredo, TX (Lincoln-Juarez) El Paso, TX El Paso, TX El Paso, TX (Del-Norte) Nogales, AZ (Deconcini) Nogales, AZ (Deconcini) El Paso, TX (Del-Norte) El Paso, TX (Del-Norte) El Paso, TX (Yslesta) Columbus, NM Fabens, TX Presidio, TX	<ol> <li>POV system</li> <li>POV system</li> <li>POV system</li> <li>Bus system</li> <li>POV system</li> </ol>
Presidio, TX Santa Teresa, NM	1 POV system 1 POV system

## C3.0 Requirements

The contractor shall perform all tasks within this SOW through issued delivery orders. The contractor shall also 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. CBP is seeking currently available Commercial off the Shelf (COTS) technology. As such, the vendor shall submit actual pictures of the system, all system components to the system, LPR, operator console, operator work station with monitors, scan tunnel, operator booths, cameras, vehicle gauge, bollard locations, guard rails (no artist renditions or simulated photos shall be accepted for any system or system components) and images detailing conformance with the imaging specifications. The vendor shall also provide:

- Descriptions of the physical system footprint (length, width, height and weight)
- Installation requirements (facilities requirements)
- Environmental operating parameters to include environmental limitations that preclude system operations, i.e. wind speeds, high/low temperatures, etc.
- Environmental operating specifications (tie downs, canopies)

## C3.1 System Specifications

The Low Energy Drive Through Portal NII system must meet the following System Specifications:

• Be able to operate in outdoor environments without canopies or other structures exposed to precipitation (rain, sleet, freezing rain, snow), direct sunlight, wind, blowing sand/dust, etc.



- Be able to operate without the need for ramps or elevated platforms
- Be based on X-Ray or Gamma technology.
- <sup>°</sup> For systems with a radioactive source, a current Sealed Source Device Registry (SSDR) for the system must be submitted with the proposal showing the system is approved for scanning people.



- Have a controlled area which limits the potential exposure to personnel outside of this area to below 50 μR in any one hour. This controlled area shall be (b) (7)(E)
- The system must have safety features (interlocks (access panel and operational), indicators and controls, auto termination, and labeling) as required by 21 CFR 1020.40 and 10 CFR 20.1601 and 1602.
  - provide description of safety interlocks

- interlocks cannot be disabled or overridden by an operator for any reason
- provide description and locations of "Emergency Stop" switches/buttons, audible/visual operating signals, and traffic control signals.
- the system must contain an Emergency Stop button on the operator console
- o verify beam termination if the vehicle stops with the imaging area.

#### C3.2 Imaging Specifications

The Low Energy Drive Through Portal NII system must meet the following Imaging Specifications:

- The system(s) shall be capable of scanning cars, SUVs, motorcycles and busses
- The system shall be capable of providing at least two radiographic images (driver's side, passenger's side) of the vehicle being scanned, three radiographic images (driver's side, passenger's side, and top down) is preferred. Images shall be generated from a single drive through of the target vehicle through the system.
- The system shall have a field of view (b) (7)(E)
  The system shall be capable of discriminating(b) (7)(E)
  The system shall be capable of detecting (b) (7)(E)
- Using ANSI N42.46-2008 as the standard, transmission systems shall have a Penetration (b) (7)(E)
- Using ANSI N42.46-2008 as the standard, reflective systems shall have a Penetration of (b) (7)(E)
- Radiographic images shall have the capability of being displayed at 256 gray levels.





#### C3.4 Additional Requirements

In additiona to the above, CBP also has need for the following to be included with the system.

## C3.4.1 Second Analysis Station

A second analysis station that provides the capability for a(b)(7)(E) to review images during times of high volume. This station contains the same image analysis functions/capabilities as the (b) (7)(E)

## C3.4.2 License Plate Reader (LPR)

An LPR system shall be included with the system and read both front and rear license plates.

- a digital image from the LPR shall be displayed along with the scanned image
- LPR software that compares front and rear license plates and notify the operator if they do not match is preferred
- : (b) (7)(E)

## C3.4.3 Vehicle Gauge

A vehicle gauge shall be installed prior to the entrance of the system. The vehicle gauge shall alert system operators (b) (7)(E)



## **C3.4.5 Three CCTV Surveillance Cameras**

Three color cameras that are independent of the systems scanning function shall be provided. The cameras shall capture live video of vehicles traveling through the LE Drive Through Portal system. The cameras will allow Officers to view license plates, determine make/model, and have situational awareness of the operating area. Each camera shall provide images of one of the following areas:

- Staging area: is the area where vehicles are staged prior to entering the system. The camera shall provide real time video of the area in front of the system where vehicles enter the system and shall assist the operator with determining vehicle make and model.
- Secondary area: is the area where vehicles exit the system. The camera shall provide real-time video of the area behind the system where vehicles exit after being scanned.
- Drivers Waiting area: is the area where vehicle occupants wait while there vehicle is examined. The camera shall provide images of this area (which shall be determined during the site survey).
- Mounting of each camera shall be determined during the site survey and can utilize existing structures and may not need to be mounted onto the system.

## C3.4.6 Car Pusher system

A device that can be used to push stalled vehicles (cars, trucks, campers, buses) which are obstructing vehicle flow through the Low Energy Drive Through Portal is required. The system shall be battery operated and meet the following:

- Adjustable acceleration/braking
- 8 hours of continuous battery life
- High Controller/Motor Power
- Heavy duty motor/Transaxle power
- Foam filled tires
- Safety stop switch and guard kit
- Safety light
- On-board charger
- Maintenance free batteries
- Safety horn
- Adjustable non-marking push pad

## C3.4.7 Operator's Booth

An operator's booth that will house the operator's console, monitors, computers and imaging software. The Contractor shall install an operator's booth in accordance with the following:

- Booth size shall nominally be 8' x 12'
- The door shall be of solid metal construction
- No window shall open outward.
- All booth windows shall have tinted screens or an application of a tinted material. Mini blinds shall also be provided on all windows.
- Interior booth lights shall be controlled by a rheostat.
- The booth floor shall resist frequent usage and require minimal maintenance.
- Steps shall be constructed of galvanized steel or aluminum. (if steps are required).
- The HVAC unit shall be adequately sized for the climatic conditions found at each installation site listed. Baseboard heaters rated at 1500 watts each shall be installed inside each operator's booth and be controlled by a separate thermostatic controller.
- The gutters and downspouts shall direct the water away from the booth. Water shall not be directed or accumulate on the booth access walk way (including the stairs, landing and electrical boxes). (if gutters and downspouts are required)
- Furniture (including chairs) shall be included to accommodate the primary and secondary operator's stations as well as for file storage
- Under desk lighting shall be provided.

#### C3.5 Ancillary Requirements

In addition to the aforementioned, CBP also requires that the following be included as a separate option:

#### C3.5.1 Officer Shelters (Price as Option)

CBP also requires two additional Officer shelters to shield the Staging and Secondary Officers from direct weather. These shelters should provide shelter from direct sunlight, precipitation and have a counter for storage. They do not have to be climate controlled. They need to be:

Size: 6 ft x 4 ft (nominal) Roof: 3 in overhang Glass: Fixed windows; tinted tempered glass 22 in. deep counter; full width

#### C4. Radiation Safety

In deploying and operating NII systems, CBP needs to ensure that the general public, as well as CBP Officers, are safe from the potential effects of radiation exposure from the system. As a result, CBP requires the Contractor to perform an evaluation of the potential effect of radiation exposure on public safety on the proposed system. This evaluation shall assess the potential for an accident and the consequences of any project-related effect associated with normal operations.

The report shall detail the exposure potential to people in cars, light (pickup or box delivery style) trucks and buses who may drive through the Low Energy Drive Through Portal System, the potential effect that radiation exposure on public safety NII Inspection System operators shall be exposed to while at their workstations, and the level of radiation that is transmitted to the environment as a result of system leakage. Potential drivers and system operators shall be considered to be members of the general public. The report shall be signed by the Radiation Safety Officer of the company. The report shall show 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 also provide a radiation survey report in accordance with the attached **Data Item Description number A002** for each proposed system. The report shall detail the following:

- units of measure must use microRoentgen/hour (and Gray equivalence in parenthesis) for rate; and microrem (and Sieverts equivalence in parenthesis) for whole body exposure.
  - vehicle speeds must be recorded and within the systems minimum and maximum operating parameters.
- extrapolate whole body exposure for vehicle occupants at 1, 2, 4, and 8 passes a day at one week, one month (30 days) and one year (365 days) intervals .
- verify whole body exposures are less than 10  $\mu$ R (microrem) per scan (cumulative exposure from all x-ray sources).
- detail whole body exposures for children and pregnant women which shall be addressed in comparison to U.S. Standards (found in 10 CFR 20).

- define the "Radiation Controlled Zone" around this system. The "Radiation Controlled Zone" is defined as the area where dose rates do not exceed 50 μR (microrem) of exposure in any hour. The Contractor shall define the "Radiation Controlled Zone" around the entire system in normal operation.
- estimate the whole body exposure for CBP employees or others working near this system during normal operations at a minimum of four locations outside of the "Radiation Controlled Zone".
- address the issue of a pedestrian walking through the beam
  - o is it possible
  - o if not, why not
  - o if it does happen, what would the whole body exposure be
- report must address whole body exposures to vehicle occupants (men, women, children and pregnant women).
- report must provide dose comparisons to commonly know sources of radiation such as dental x-ray, chest x-ray, plane flight, and ambient sources.
- Dose rates that conform to ANSI 34.17
  - o Less than 10  $\mu$ R (microrem) per scan

## C5. System Support Requirements

The following identifies the programmatic and logistical requirements for the Low Energy Drive Through Portal system. The contractor shall prepare Monthly Progress Reports in accordance with the attached **Data Item Description number A003**.

## C6.0 System Training

Training development and delivery is required for all NII systems and related items produced under this contract. The Training shall consist of procedures for installation, setup, image viewer software, operating and maintaining the NII systems developed or produced as appropriate. Documentation of the Training may include but is not limited to a Training Management Plan, Training Design Plan, Outline, Student Guide, Instructor Guide, 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 detailed in a separate training Statement of Requirements 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.

Video production and image collection shall be done in coordination with the OTD and the operational components in CBP and shall remain the property of

the government.

In addition, a Train-the-Trainer program shall be delivered to CBP and its approved contract trainers that shall certify them as qualified to instruct on the piece of equipment. Any and all training materials shall be used for initial training as well as for follow-on performance and future new operator (attrition) training.

# C6.1 Operator Training

The contractor shall provide on-site training and all training materials for CBP operator personnel at each site using materials to include classroom instruction, user/instructor guides/manuals, 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 Model:

Day 1	Day 2	Day 3	Day 4	Day 5 Group 1
Radiation	Classroom and	Classroom and	Classroom and	of 3
Safety	Hands-On	Hands-On	Hands-On	Reinforcement/
Classroom and				Live Stream of
Hands-On				Commerce
Day 6 Group	Day 7 Group 2	Day 8 Group 2	Day 9 Group 3	Day 9 Group 3
1of 3	of 3	of 3	of 3	of 3
Reinforcement/	Reinforcement/	Reinforcement/	Reinforcement/	Reinforcement/
Live Stream of				
Commerce	Commerce	Commerce	Commerce	Commerce

# C6.2 Radiation Safety

The contractor shall price as an option the delivery of a radiation safety class to be which would be taught in conjunction with each operator training class.

## C6.3 Classroom and Hands-On

1 instructor and 12 students

Includes the following in addition to the DID requirements.

- Sixteen (16) hours of image analysis,
- One (1) hour Core Messages delivered by CBP or its approved contract personnel
- One (1) hour of NII Reporting delivered by CBP or its approved contract personnel

#### C6.3.1 Reinforcement and Live Stream of Commerce:

1 instructor and 4 students (3 2-day sessions)

• Reinforcement/Live Stream of Commerce training will begin on the 5 day of training and continue the following week. While not the norm, it may be required for the contractor trainers to conduct training sessions using double shifts. In addition, every attempt shall be made to schedule the reinforcement training the following week after the Classroom Hands-on, however, the contractor should be prepared to support reinforcement training that is not serial (with the classroom) in nature.

Includes:

• Personal Qualification Standard (PQS) checklist designed for instructor signoff that students have successfully demonstrated image analysis and mechanics skills

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) Instructors Guide, (4) NII System description, (5) Student Guide, (6) Operator and Maintainer Manuals, (7) Operation Procedures Handouts, (8) operator's video, and (9) other materials. This shall be prepared in accordance with **Data Item Description number A004**.

Products developed under prior contract with the United States Customs Service shall be used to the maximum extent possible and be written to conform to the requirements of the CBP Office of Training and Development standards. The contractor will grant the Government rights in all deliverables consistent with FAR 52.227-14.

Deliverables shall be created through the use of Microsoft Office word processing and graphics software.

Legitimate copies of the system viewer tool in quantities sufficient to support the training mode. The image viewer software shall present the operator with responses to inputs identical to the responses provided by the operational system. Image viewer software shall operate when loaded on workstation or laptops presently in use by CBP. 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 A004**. 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.

#### C6.4 Train-the-Trainer

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 all the topics contained in the Student Guide including, but not limited to 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 Train-the-Trainer course shall be presented to 8 instructors designated by CBP. It shall encompass 40 hours of classroom instruction plus a minimum of 2 days of reinforcement training providing instructors with every opportunity to ask detailed and specific equipment questions, to participate in hands-on training on the equipment and conduct teach backs. These CBP instructors are located in various parts of the U.S, but they must all be afforded the opportunity to work in a hands-on environment with the equipment. The contractor shall deliver at least two train-the-trainer sessions per system. The contractor shall be required to present this training to the CBP instructors at the Federal Law Enforcement Training Center (FLETC) in Brunswick, GA on dates

established by mutual agreement between CBP's Office of Training Development representatives and the contractor.

# C7.0 Technical Manuals

The contractor shall provide a System's User Manual and Maintenance/Service Manual prepared in accordance with Data Item Descriptions numbers A005, A006. The contractor shall also provide Vendor Technical Documentation as it pertains to the maintenance support of the Low Energy Drive Through Portal System not covered in the maintenance manual and prepared in accordance with DID A007. Use commercial-off-the-shelf manuals when feasible. Make all manuals in the interactive electronic format.

# C7.1 System User's Manual

A System User's Manual prepared in accordance with DID A005 is required for each unit developed or produced under this contract. It is preferred that the User's Manual be separated into an Operator's Manual and a Software User's Guide. The Operator's Manual shall include an Introduction, System Description, Operating Procedures, and Inspections and Troubleshooting. The Software User's Guide shall contain a detail description of the software functions and procedures that the Operator is to use.

# C7.2 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.

## C7.3 Maintenance Manual

Corrective and Preventive Maintenance actions and procedures shall be documented in a Maintenance Manual and prepared in accordance with DID A006. 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.

## **C7.3.1 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.

#### **C7.3.2** 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. All Job Control Number (JCN) response times shall be 24 hours and time to repair shall be 48 hours.

#### C8.0 Basic Reliability Quantitative Requirements

# C9.0 Warranty

(b) (7)(E)

The contractor shall provide a minimum of a two-year Failure Free total system warranty to include Preventive Maintenance for the entire system, 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 A008.** All JCN response times shall be 24 hours and time to repair shall be 48 hours.

#### C10. Quality Assurance

The contractor shall provide for government review a quality assurance plan prepared in accordance with **Data Item Description number A009** 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.

#### C11.0 Testing

The contractor shall be responsible for the preparation and submission of an Acceptance Test Plan (ATP), in accordance with the attached **Data Item Description number A010**. The ATP shall be used by the contractor to conduct his final Factory Acceptance Test (FAT) for each unit. CBP representative shall witness the contractor's FAT of the first Passenger Car system and the first Bus system. These FATs will be conducted at the contractor's facility and shall demonstrate compliance with all technical and performance requirements listed in the SOW and those items specified in the ATP. In addition, the contractor's tests shall include a 40-hour "burn-in" period of the entire integrated system to ensure infant mortality failures are discovered and corrected prior to any CBP tests. As part of the FAT, the contractor shall provide documentation showing that the system meets the ANSI N43.17 Standard for the scanning personnel. For those systems that use a gamma source the contractor shall provide a copy of the system's Sealed Source Device Registry.

#### C11.1 Acceptance Testing

The government's acceptance test of the systems shall be conducted on site by CBP or their designated representatives in accordance with the CBP Site Acceptance Test Plan (SATP) for that system. This test will consist of a review of the contractor's FAT, an inventory and physical inspection of the system and its supporting facility, testing of the system's integrated performance, and a radiological survey by the CBP Radiation Safety Officer. The system shall pass all elements of the CBP SATP prior to acceptance.

## C11.2 Integrated Logistics Support

During the warranty period the Contractor shall develop and execute a Quality Assurance Surveillance Program (QASP) that shall define and measure MTBF, MTTR and actual Availability. MTBF (Mean Time Between Failures is the mean hours between corrective maintenance calls. MTBF shall be 1000 hours or 8000 scans)

## C12.0 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.

## C12.1 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 A011**.

#### C13.0 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 A012** with the delivery of each NII configuration. All configuration changes require prior approval of ETP'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.

#### C14.0 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.

All products, designs, and specifications provided and all construction and installation activities conducted shall comply with all OSHA, GSA and NRC regulations, as well as any other appropriate laws, regulations, standards, codes and health and safety guidelines.

#### C15.0 Installation Services

As a prerequisite for installation planning and coordination, CBP requires certain sitespecific engineering and data analysis tasks be performed by the Contractor to evaluate potential locations for the acceptability of system deployment. Installations (to include system, A&E, and site preparation) shall be included on a Time and Materials basis with a not to exceed limit.

## C15.1 Engineering Assessment

The Contractor shall complete an Engineering Assessment that shall be the Contractor's professional evaluation of the proposed installation site and may include other discretionary topics deemed appropriate by the evaluation team and/or CBP representatives. The areas that must be addressed include and are not limited to the following:

- 1) General suitability of available real estate.
- 2) Ownership of the real estate required for site preparation.
- 3) System constraints posed by overhead, ground level, and underground obstructions.
- 4) General summary of geotechnical findings (It shall be the responsibility of the Contractor

to obtain geotech services).

- 5) Site-specific facility/support requirements to include:
  - a) electrical power
  - b) operator's building/shelter
  - c) security
  - d) operator control considerations
    - i) human needs, etc.
- 6) Telecommunication access and availability.
- 7) Environmental constraints/limitations.
- 8) Agencies or activities that may require permits prior to site development.
- 9) Construction equipment access.
- 10) Radiation Safety.
- 11) Unusual system orientation or requirements.
- 12) Identification of any item that could delay estimated equipment installation date.
- 13) Alternative site recommendations with justification if the primary location is unavailable/unsuitable.
- 14) Lighting conditions to include:
  - a) Ambient light conditions (i.e. existing lights).

#### C15.2 Construction Drawings

The contractor shall complete construction drawings (Preliminary through Final) using AutoCad, in contractor format, in accordance with generally accepted engineering practices, and U.S national, and local host country codes. These drawings shall be used by either the Contractor or the Government to perform the civil portion of the installation. The construction drawings shall clearly indicate the following:

- Placement and installation methodology for each system component.
- Existing equipment or structures within the system footprint.
- Placement of lighting and cameras.
- All structures (occupied/unoccupied) within 110 feet of the system.
- If necessary, placement of RF link poles used for monitoring purposes.

• Contain all detail, measurements, dimensions, and notes to facilitate solicitation of bids from construction contractors. The final drawings must contain a valid PE stamp indicating registration in, and compliance with all applicable Federal, State and host country regulations in which each System is being installed.

# C15.2.1 Deliverables

The Contractor shall submit to CBP a preliminary engineering assessment no later than ten (10) working days after completion of the site survey. The Final Engineering Assessment and Final Construction Drawings shall incorporate CBP's comments and shall be submitted to CBP no later than fifty (50) working days after completion of each site survey. Drawing packages shall be prepared and developed using AutoCad, in contractor format, in accordance with generally accepted engineering practices; U. S. national, and local host country codes. Reference Drawing Schedule in Table 1.

Item	Date Due	Description	
Preliminary Engineering	COB (1600 EST) on the	Preliminary Engineering	
Assessment and Preliminary	10 <sup>th</sup> working day after	Assessment (includes	
Construction Drawings	completion of each site	survey info, participating	
	survey	personnel, required permits,	
		site as-built, site photos,	
		drainage, ambient radiation	
		survey, construction	
		equipment access,	
		communications	
		requirements, directory of	
		approving authorities and	
		host nation regulations)	
		Preliminary Construction	
		Drawings (includes	
		preliminary site layout and	
		structures)	
CBP review of Preliminary	Returned to Vendor by	Review Preliminary	
Engineering Assessment	COB of 10 <sup>th</sup> working day	Engineering Assessment	
and Preliminary	after receipt of Preliminary		
Construction Drawings	Engineering Assessment		
Final Engineering	COB on the 50 <sup>th</sup> working	Final Engineering	
Assessment and Final	day after completion of	Assessment (all necessary	
Construction Drawings	each site survey	info to start construction	
		power, geotech analysis,	
		conduit, etc.)	
		Final Construction	
		Drawings (PE stamped)	

Table 1

#### C16.0 Site Preparation

The Final Engineering Assessment and Final Construction Drawings (developed under Section 9) shall be used to perform all tasks necessary to install each Low Energy Drive Through Portal system at the locations specified above. Each site shall be prepared and developed for successful installation and operation of the system in accordance with the Contractor's specifications. The Contractor shall provide the costs associated with a full Contractor installation (civil portion and system installation) at each site. Alternatively, CBP may choose to utilize the Government's construction services (civil portion only). If the Government's construction services are used, then the contractor will need to provide construction oversight to ensure installation tolerances are achieved and meet the Contractor's system installation requirements. As a result, the Contractor shall provide costs associated with construction oversight activities. These costs shall include personnel, labor hours, labor rates, level of effort, and materials. Any construction activities shall meet the following requirements:

- a) The Contractor shall comply with the current Delegation of Authority between CBP and GSA, all applicable federal, state, local, host country, OSHA and professional engineering codes, laws, guidelines, and safety practices throughout the site preparation, delivery, installation and testing processes.
- b) Site preparation and system installation must strictly conform to all design specifications and approved engineering drawings. The construction drawings must be approved by CBP prior to release for construction. To accomplish this, the Contractor shall certify the construction drawings are final by signing in the signature block. CBP shall then approve the construction drawings.
- c) If during the construction period an engineering design change is required, the Contractor shall provide written notification to CBP within three (3) days of the change.
- d) Costs for damage(s) attributable to the Contractor, his agents or subcontractors, occurring during installation or construction shall be the sole responsibility of the Contractor.
- e) All Contractor personnel shall follow safe working procedures and practices as established by GSA and/or all federal, state or local codes.
- f) The Contractor's operations shall not impede the flow of commerce.
- g) All Contractor personnel will be required to undergo a vetting process during which each person requiring access to the site will be run through a criminal background check. As a result the Contractor will need to submit the name, DOB, photo and proof of US Citizenship of each person requiring access to the site (drivers licenseor passport)a legible copy of each person's drivers license to include

#### C17.0 System Installation

Each system shall be installed at each specified location in accordance with the system installation specifications. Upon successful installation and integration of all equipment, the Contractor shall conduct a "burn-in" test of the system followed by the CBP Site Acceptance Testing. All applicable radiological measurements shall be accomplished to ensure that the system is safe and operational in accordance with the manufacturer's

specifications. The contractor shall provide a cost breakdown for system installation to include personnel, labor hours, labor rates, level of effort, and materials.

# C17.1 As-Built Drawings

The Contractor shall provide certified as-built drawings for each completed system installation to include the location of all components, structures, conduit runs and associated structures as referenced from a known survey and construction baseline. The certified as-built drawings shall be prepared in accordance with **Data Item Description number A013** and submitted within 30 days of Government SAT testing.

# C17.2 Construction Manager Log

The Contractor shall maintain a construction manager's log that shall provide an event tracking record that identifies completed site preparation and installation actions, inspection requirements and documentation. The construction manager's log shall be prepared in accordance with attached **Data Item Description number A014**.

# C18.0 Information Technology Security

# C18.1.1 Basic Requirements

The Contractor shall adhere to all DHS and CBP IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, issued 3/1/2003, titled *Information Technology Systems Security*. This policy mandates DHS organizational elements, including contractors, follow guidelines outlined in the DHS Sensitive Systems Policy Directive 4300A, *Information Technology Security Program*, version 5.5, 10/30/07, and the DHS MD 4300A, DHS Sensitive Systems Handbook, *Information Technology Security Program*, version 5.5, 10/30/07 with attachments. The contractor shall certify applications are fully functional and operate correctly as intended on systems in compliance with these policies and guidelines.

DHS Directive 4300A outlines the management, operational, and technical baseline security requirements (BLSR) for DHS Components to ensure confidentiality, integrity, availability, authenticity, and non-repudiation of sensitive information systems. The directive was developed in accordance with various Executive orders, public laws, and national policy, including the Federal Information Security Management Act (FISMA) of 2002, various National Institute of Standards and Technology (NIST) publications, and the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*. The 4300A Handbook provides greater detail of the BLSRs, including the roles and responsibilities associated with each.

CBP shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation
process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

#### Security Certification/Accreditation

CBP Program Offices shall provide personnel (System Owner and Information System Security Officers) with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook, CBP Information Systems Security Policies and Procedures Handbook HB-1400-05, and all applicable National Institute of Standards and Technology (NIST) Special Publications (800 Series). During all SDLC phases of CBP systems, CBP personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools. An ISSO performs security actions for an information system. There is only one ISSO designated to a system, but multiple Alternate ISSOs may be designated to assist the ISSO. While the ISSO performs security functions, the System Owner is always responsible for information system security (4300A). System owners shall include information security requirements in their capital planning and investment control (CPIC) business cases for the current budget year and for the Future Years Homeland Security Program (FYHSP) for each DHS information system. System owners or AOs shall ensure that information security requirements and POA&Ms are adequately funded, resourced and documented in accordance with current OMB budgetary guidance. Upon request, the Contractor shall provide any documentation required to support the CBP security certification and accreditation effort. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

#### Security Review and Reporting

(a) The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

(b) The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the organization of the DHS Office of the Chief Information Officer,Office of Inspector General, the CBP Chief Information Security Officer, authorized Contracting Officer's Technical Representative (COTR), and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security of government oversight organizations external to the DHS. Access shall be provided to the

extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/CBP data or the function of computer systems operated on behalf of DHS/CBP, and to preserve evidence of computer crime.

Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how contractors must handle sensitive but unclassified information.

### C18.1.5 Interconnection Security Agreements

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both Designated Approval Authority (DAAs) or by the official designated by the DAA to have signatory authority.

#### C18.2 Enterprise Architecture

The Offeror shall ensure that the design conforms to the DHS and CBP enterprise architecture (EA), the DHS and CBP technical reference models (TRM), and all DHS and CBP policies and guidelines as promulgated by the DHS and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA) such as the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture - Technical Framework.

The Offeror shall conform to the federal enterprise architecture (FEA) model and the DHS and CBP versions of the FEA model as described in their respective EAs. Models will be submitted using Business Process Modeling Notation (BPMN 1.1, BPMN 2.0 when available) and the CBP Architectural Modeling Standards for all models. Universal Modeling Language (UML2) may be used for infrastructure only. Data semantics shall be in conformance with the National Information Exchange Model (NIEM). Development solutions will also ensure compliance with the current version of the DHS and CBP target architectures.

Where possible, the Offeror shall use DHS/CBP approved products, standards, services, and profiles as reflected by the hardware software, application, and infrastructure

components of the DHS/CBP TRM/standards profile. If new hardware, software and infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal technology insertion process which includes a trade study with no less than four alternatives, one of which shall reflect the status quo and one shall reflect multi-agency collaboration. The DHS/CBP TRM/standards profile will be updated as technology insertions are accomplished.

All developed solutions shall be compliant with the HLS (Homeland Security) EA (Enterprise Architecture).

All IT hardware or software shall comply with the HLS EA.

Compliance with the HLS EA shall be derived from and aligned through the CBP EA.

All data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model. Submittal shall be through the CBP Data Engineering Branch and CBP EA.

### C18.3 IPv6

In compliance with OMB mandates, all network hardware provided under the scope of this Statement of Work and associated Task Orders shall be IPv6 compatible without modification, upgrade, or replacement.

#### C18.4 DHS Information Technology Portfolio Alignment

The NII technologies align with the DHS IT Portfolio below:

**Screening/Watchlist/Credentialing -** Includes all activities that support the tracking and monitoring of travelers, conveyances and cargo crossing U.S. borders, and traffic pattern analysis, database (Federal, State, and Local) linking and querying, and managing status verification and tracking systems. Different investments and systems may support distinct screening and watchlist activities for people, cargo, and tangible goods. Credentialing encompasses all activities that determine a person's eligibility for a particular license, privilege, or status, from application for the credential through issuance, use, and potential revocation of the issued credential.

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> PROJECT MANAGEMENT PLAN	<b>2. IDENTIFICATION NO(s):</b> A001	
<b>3. DESCRIPTION/PURPOSE:</b> To provide details of the Contractor's program	4. APPROVAL DATE:	
management organizational structure and to identify program management systems, responsibilities and authority of senior management staff.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB	
	6. OFFICE OF COLLATERAL RESPONSIBILITY:	
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:	
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**10. PREPARATION INSTRUCTIONS:** The following information shall be provided in contractor format:

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

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.

Deliverables:

First submission - with proposal

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

DATA ITEM DESCRIPTION	
1. TITLE: RADIOLOGICAL SURVEY REPORT	<b>2. IDENTIFICATION NO(s):</b> A002
3. DESCRIPTION/PURPOSE:	4. APPROVAL DATE:
To apprise the USCBP ITB of the radiological survey results.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)
	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 ITB, USCBP, Washington, DC.

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> MONTHLY PROGRESS REPORT	2. IDENTIFICATION NO(s): AOO3	
<b>3. DESCRIPTION/PURPOSE:</b> To apprise the USCBP ITB of current events, progress to date, program hazards and action items pending.	4. APPROVAL DATE:	
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)	
	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:

- Activity Summary
- Major Milestones
- Open Action Items
- Program Hazards
- Man-hours to schedule performance
- Major activities next month
- Cost data (quarterly)

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

# Deliverables:

- 1. First submission 10<sup>th</sup> working day of the month after contract is let.
- 2. USCBP has 30 days to approve format.
- 3. Updates Every month on the  $10^{th}$  working day.
- 4. Electronic copy to be delivered to the COTR

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> OPERATORS TRAINING MATERIALS	<b>2. IDENTIFICATION NO(s):</b> A004	
<b>3. DESCRIPTION/PURPOSE:</b> The Training materials shall be designed to	4. APPROVAL DATE:	
administer operator training to facilitate system operation and care. An operator training video shall augment operator training. In addition, a Train-the-Trainer program shall be delivered to CBP and its approved contract trainers that will certify them as qualified to instruct on the piece of equipment.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)	
	6. OFFICE OF COLLATERAL RESPONSIBILITY:	
<b>7. APPLICATION/INTERRELATIONSHIP:</b> Any and all training materials will be used for initial training as well as for follow-on performance and future new operator (attrition) training.	8. APPROVAL LIMITATIONS:	
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

# **10. PREPARATION INSTRUCTIONS:**

The training material shall include, but not be limited to the following items: 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.

<u>Training Plan Outline</u> 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.

<u>Instructor Guide</u> 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.

<u>Student Guide</u> 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 instructor's 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 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.

Training Model:				
Day 1	Day 2	Day 3	Day 4	Day 5 Group 1
Radiation	Classroom and	Classroom and	Classroom and	of 3
Safety	Hands-On	Hands-On	Hands-On	Reinforcement/
Classroom and				Live Stream of
Hands-On				Commerce
Day 6 Group	Day 7 Group 2	Day 8 Group 2	Day 9 Group 3	Day 9 Group 3
1of 3	of 3	of 3	of 3	of 3
Reinforcement/	Reinforcement/	Reinforcement/	Reinforcement/	Reinforcement/
Live Stream of	Live Stream of	Live Stream of	Live Stream of	Live Stream of
Commerce	Commerce	Commerce	Commerce	Commerce

### **Radiation Safety:**

To be conducted by CBP or its approved contractor personnel **Classroom and Hands-On** 

1 instructors and 12 students

Includes:

- Sixteen (16) hours of image analysis, including 1 hour focused on Weapons of Mass Effect (WME)
- One (1) hour Core Messages delivered by CBP or its approved contract personnel
- One (1) hour of NII Reporting delivered by CBP or its approved contract personnel

Reinforcement and Live Stream of Commerce:

1 instructor and 4 students (3 2-day sessions)

• Reinforcement/Live Stream of Commerce training will begin on the 5<sup>th</sup> day of training and continue the following week. While not the norm, it may be required to conduct training sessions using double shifts. In addition, every attempt shall be made to schedule the reinforcement training the following week after the Classroom Hands-on, however, the contractor should be prepared to support reinforcement training that is not serial (with the classroom) in nature.

#### Includes:

• Personal Qualification Standard (PQS) checklist designed for instructor sign-off that students have successfully demonstrated image analysis and mechanics skills

#### Deliverables:

Products developed under prior contract with the United States Customs Service shall be used to the maximum extent possible and be written to conform to the requirements of the CBP

Office of Training and Development standards. All deliverables shall be conveyed free of trademark and proprietary claim by the Contractor, and with the unlimited right of alteration, reproduction and/or distribution within the Government.

Deliverables created through the use of word processing and graphic software programs shall utilize the Microsoft Office Suite of products.

Legitimate copies of the system viewer tool in quantities sufficient to support the training mode. The image viewer software shall present the operator with responses to inputs identical to the responses provided by the operational system. Image viewer software shall operate when loaded on workstation or laptops presently in use by CBP.

Training Materials Delivery Schedule:

1a. First submission of training materials - 60 days ARO

1b. First submission of operator training video and script - Script 30 days ARO; Video 60 days ARO

2a. Review of all training materials– Government has10 days to review and comment on all reviews

2.a.1 BETA - 60 Days prior to delivery of first system

2.a.2 Pilot - at delivery of first system

2.a.3 Production 30 days after Pilot

2.a.4 Final - training materials and associated documentation due 90 days after Pilot.

2.a.5 T- 3 Course – NLT 90 days after Pilot

3. Updates - Shall be provided whenever system design changes effect training as part of an Engineering Change Procedure as required under the instant contract.

4a. 6 copies of training materials and associated documentation to be delivered
3 to ITB, USCBP, Washington, DC
1 to OTD, USCBP, Washington, DC
2 to ETP, USCBP, Lorton, VA

4b. (10) DVD copies and (1) master (DVD) 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 ETP, USCBP, Lorton, VA. Master video tape to be sent to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> SYSTEM USERS' MANUAL	<b>2. IDENTIFICATION NO(s):</b> A005	
<b>3. DESCRIPTION/PURPOSE:</b> The System Users' Manuals shall contain an	4. APPROVAL DATE:	
overview of the system and step-by-step procedures for all normal and emergency procedures. The manual will be used to provide CBP Operators a detailed understanding of equipment operation.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)	
	6. OFFICE OF COLLATERAL RESPONSIBILITY:	
<b>7. APPLICATION/INTERRELATIONSHIP:</b> The manual will be used as the primary reference guide for CBP Operators.	8. APPROVAL LIMITATIONS:	
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**10. PREPARATION INSTRUCTIONS:** The contractor shall provide updated System Users' Manuals, as required, The System Users' Manual may be separated into an Operator's Manual and a Software User Guide. The Manual shall contains the following:

- Safety Precautions
- Concept of Operations.
- Duties and responsibilities of personnel required to operate the system.
- System description at both the component and system level.
- System Operating Procedures to include Start Up, Scanning, Image Analysis, and Shut Down.
- Required Daily, Weekly, and Monthly inspections.
- Troubleshooting procedures.

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 trained person can clearly understand the material.

# Deliverables:

- 1. First submission 60 days prior to first acceptance test.
- 2. Review Government has 30 days to review and comment.
- 3. Final Due 30 days after receipt of comments.

4. Updates - shall be provided as changes are made to the design/configuration affecting system operation.

5. 4 copies, both electronic and hard copy are to be delivered1 to ITB, USCBP, Washington, DC3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION	
<b>1. TITLE:</b> MAINTENANCE/SERVICE MANUAL	<b>2. IDENTIFICATION NO(s):</b> A006
3. DESCRIPTION/PURPOSE:	4. APPROVAL DATE:
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.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
The manual will be used as the primary reference for system maintenance technicians.	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)

# **10. PREPARATION INSTRUCTIONS:** The contractor shall provide a Maintenance/Samilae Manuel on Manuels containing the following:

Maintenance/Service Manual or Manuals containing the following:

- 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

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.

4 copies to be delivered
 to ITB, USCBP, Washington, DC
 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> VENDOR TECHNICAL DOCUMENTATION	<b>2. IDENTIFICATION NO(s):</b> A007	
3. DESCRIPTION/PURPOSE:	4. APPROVAL DATE:	
Provide the Government with all vendor technical manuals that pertain to the item.	<ul> <li>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)</li> <li>6. OFFICE OF COLLATERAL RESPONSIBILITY:</li> </ul>	
<b>7. APPLICATION/INTERRELATIONSHIP:</b> 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.

Deliverables:

- 1. First submission 90 days prior to expiration of first system warranty.
- 2. Updates To be provided whenever the design/vendor changes.

5. 4 copies to be delivered

1 to ITB, USCBP, Washington, DC

3 to ETP, USCBP, Lorton, VA

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> FAILURE AND ERROR REPORT	<b>2. IDENTIFICATION NO(s):</b> A008	
<b>3. DESCRIPTION/PURPOSE:</b> This report shall describe the maintenance actions	4. APPROVAL DATE:	
performed on each the NII imaging System and its associated support systems throughout the warranty period.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB	
	6. OFFICE OF COLLATERAL RESPONSIBILITY:	
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:	
This failure information will be used to update failure forecasting considered in the analytical support of the maintenance planning effort.	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**10. PREPARATION INSTRUCTIONS:** This report shall be prepared in a USCBP ITB 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.

#### Deliverables:

- First submissions Shall be monthly by the  $10^{th}$  working day of the month. Review Government has 30 days to review and comment on format. 1.
- 2.
- 3. 4. Updates - Shall be provided monthly until all warranties have expired.
- Electronic copy shall be sent to the COTR

DATA ITEM DESCRIPTION		
1. TITLE: QUALITY ASSURANCE PLAN	<b>2. IDENTIFICATION NO(s):</b> A009	
3. DESCRIPTION/PURPOSE:	4. APPROVAL DATE:	
To provide details of the Contractor's Quality Assurance Plan.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB	
	6. OFFICE OF COLLATERAL RESPONSIBILITY:	
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:	
The Quality Assurance Plan describes how quality is maintained.	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**10. PREPARATION INSTRUCTIONS:** The following information shall be provided in contractor format:

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

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.

Deliverables:

1. First submission - with proposal

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

DATA ITEM DESCRIPTION		
<b>1. TITLE:</b> ACCEPTANCE TEST PLAN (ATP)	<b>2. IDENTIFICATION NO(s):</b> A010	
<b>3. DESCRIPTION/PURPOSE:</b> The ATP details the required tests that the contractor shall be required to perform to successfully complete the production and quality assurance phases of develop and production. It shall be written in sufficient detail so that the government can be assured that when the system in ready for government acceptance testing, it has in fact met all SOW and contract delivery order requirements.	<ul> <li>4. APPROVAL DATE:</li> <li>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)</li> <li>6. OFFICE OF COLLATERAL RESPONSIBILITY:</li> </ul>	
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:	
The ATP will be utilized to establish testing guidelines and support requirements needed for the conduct of the test program.	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**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 units may be delivered in the form of update pages to the original document.

#### 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. 1 hard copy shall be delivered to the COTR

DATA ITEM DESCRIPTION		
1. TITLE: CALIBRATION MAINTENANCE REQUIREMENT REPORT	<b>2. IDENTIFICATION NO(s):</b> A011	
<b>3. DESCRIPTION/PURPOSE:</b> 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.	<ul> <li>4. APPROVAL DATE:</li> <li>5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB</li> <li>6. OFFICE OF COLLATERAL RESPONSIBILITY:</li> </ul>	
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:	
To provide instruction for specific CBP personnel designated to adjust NII equipment or units. Calculate cost associated with calibration requirements.	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)	

**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 <u>Deliverables:</u>

- 1. First submission with first unit
- 2. 1 hard copy shall be delivered to the COTR

DATA ITEM DESCRIPTION	
<b>1. TITLE:</b> CONFIGURATION LIST	<b>2. IDENTIFICATION NO(s):</b> A012
3. DESCRIPTION/PURPOSE:	4. APPROVAL DATE:
Listing of all equipment replaceable components delivered in accordance with the Statement of Work.	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP ITB
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
7. APPLICATION/INTERRELATIONSHIP:	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)

**10. PREPARATION INSTRUCTIONS:** Prepare in USCBP ITB 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:

- Item Description
- Contractor and original vendor model numbers
- Contractor and original vendor part numbers
- Name of Manufacturer (If vendor item)

Address

- . Telephone Number
- . Warranty Date

#### Deliverables:

1. Provide original suitable for reproduction and 2 copies to COTR.

2. Provide original suitable for reproduction and 2 copies to the COTR when updated.

DATA ITEM DESCRIPTION	
<b>1. TITLE:</b> Certified (As-Built) construction drawings	<b>2. IDENTIFICATION NO(s):</b> A013
<b>3. DESCRIPTION/PURPOSE:</b> The Certified (As-Built) construction drawings shall consist of a complete set of site development drawings. It shall have all amendments to the originals documented in a logical sequence.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
<b>7. APPLICATION/INTERRELATIONSHIP:</b> An archive of site development and completed configuration is crucial for future reference. All amendments must be accurately annotated to insure the integrity of the documents.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)

**10. PREPARATION INSTRUCTIONS:** The following information shall be provided in the Certified (As-Built) construction drawings. They shall become the property of the CBP following installation and acceptance of equipment. As a minimum, the data shall contain and be shown under the following headings.

**PREPARATION INSTRUCTIONS:** The Certified (As-Built) construction drawings shall include but not be limited to the following information:

- Equipment placement variances from original drawings
- Construction and/or engineering variances
- Original set of construction drawings
- All permit documentation
- Amendments and their supporting documentation
- Final Drawings with certified PE stamp
- All structure corner and center coordinates must be identified as referenced from a known benchmark. Certification must be accomplished by a licensed surveyor.
- Unambiguous location of all structures
- In addition to the paper copies, the contractor shall also provide an electronic (CD) version of the As-Built Drawings.

Deliverables:

1. 1 hard copy and 1 electronic copy 30 calendar days after SAT to the COTR

DATA ITEM DESCRIPTION	
1. TITLE: Construction Manager's Log	<b>2. IDENTIFICATION NO(s):</b> A014
<b>3. DESCRIPTION/PURPOSE:</b> The Construction Manager's Log shall provide an event tracking record, which identifies completed installation actions, inspection requirements and their documentation. The log should serve as a road map of the site development and installation process.	4. APPROVAL DATE:
	5. OFFICE OF PRIMARY RESPONSIBILITY: USCBP Interdiction Technology Branch (ITB)
	6. OFFICE OF COLLATERAL RESPONSIBILITY:
<b>7. APPLICATION/INTERRELATIONSHIP:</b> The Construction Manager's Log provides a daily interpretation of installation sequences, which shall serve as a reference to identify specific work accomplished, and the agencies, companies and individuals involved.	8. APPROVAL LIMITATIONS:
	9. REFERENCES (MANDATORY AS CITED IN BLOCK 10)

**10. PREPARATION INSTRUCTIONS:** The following information shall be provided in the Construction Manager's Log maintained by the site contractor. It shall become the property of the CBP following installation and acceptance of equipment. As a minimum, the data shall contain and be shown under the following headings.

- Originals or legible reproduction of initial and supplemental construction permits
- Sequence of installation events.
- Agency, company or individual accomplishing the task.
- Documentation of completed inspection requirements.
- Annotation of peculiarities or pertinent events, delays or obstacles and derived solutions.
- Contract deviations and approval documentation.

#### Deliverables:

- 1. Updates- Contractor shall provide new drawings or amended attachments if changes to the system configuration or installation are not reflected in original drawings
- 2. Approval documentation for amendments as well as amended drawings or specifications shall be inserted into the log and a copy forwarded for CBP.
- 3. Delivery of log to the COTR 30 days after SAT.