

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 35	
2. CONTRACT NO. HSCEEC-09-D-00003		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEEC-08-R-00015		6. SOLICITATION ISSUE DATE 06/20/2008
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Denise Morales			b. TELEPHONE NUMBER (No collect calls) b2Low		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561621 SIZE STANDARD: \$11.5			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS b2Low		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO REAGAN BLDG FOB 1300 PENN AVE NW WASHINGTON DC		16. ADMINISTERED BY ICE/FPS/East CCG/Region 11/Group A Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Denise Morales Philadelphia PA 19106		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR M.C. DEAN, INC. 22461 SHAW ROAD DULLES VA 201664319		18a. PAYMENT WILL BE MADE BY DHSICE Burlington Finance Center Attn: FPS Region 11 Invoice P.O. Box 1279 Williston VT 05495-1279		19. CONTRACTOR/ OFFEROR CODE 0432032490000 FACILITY CODE			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Security Equipment Maintenance at the Ronald Reagan Building and International Trade Center in Washington DC This award constitutes the acceptance of M.C. Dean's offer received on July 29, 2008. It acknowledges the RFP's amendments 1 through 5 (including Wage Determination 2005-2104 Rev 8, 5/29/2008), which are hereby incorporated. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (TO BE DETERMINED)		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (Type or print) Rhett L. Wade, Vice President + General Manager		30c. DATE SIGNED 9.26.08	
31b. NAME OF CONTRACTING OFFICER (Type or print) Michael D. Byrne		31c. DATE SIGNED 26 Sept 08	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Also, an updated clause package is hereby incorporated into the contract. The primary impact of this is to remove the more restrictive clauses and replace them with the applicable commercial clauses. Therefore, this contract is issued as a bilateral agreement. Period of Performance: 10/01/2008 to 03/31/2010				
0001	Base Term - Firm Fixed Price portion of the contract. Includes support personnel required under the SOW and any incidental/replenish material Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS Accounting Info: (TO BE DETERMINED) (Subject to Availability of Funds)			b4	0.00
0002	Base Term - IDIQ portion of the contract for components or material over \$200 (to be determined, contractor is not required to add pricing information at time of closing) Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS Accounting Info: (TO BE DETERMINED) Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEEC-09-D-00003

PAGE OF

3

35

NAME OF OFFEROR OR CONTRACTOR

M.C. DEAN, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Subject to Availability of Funds)				
0003	Base Term - IDIQ (overtime, to be determined) Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS Accounting Info: (TO BE DETERMINED) (Subject to Availability of Funds)				0.00
1001	Option Term I - Firm Fixed Price portion of the contract. Includes support personnel required under the SOW and any incidental/replenish material Amount: [REDACTED] (Option Line Item) 04/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS			b4	0.00
1002	Option Term I - IDIQ portion of the contract for components or material over \$200 (to be determined, contractor is not required to add pricing information at time of closing) Amount: \$0.00 (Option Line Item) 04/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
1003	Option Term I - IDIQ (overtime, to be determined) Amount: \$0.00 (Option Line Item) 04/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
2001	Option Term II - Firm Fixed Price portion of the contract. Includes support personnel required under the SOW and any incidental/replenish material Amount: \$ [REDACTED] (Option Line Item) 10/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS			b4	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEEC-09-D-00003

PAGE OF

4

35

NAME OF OFFEROR OR CONTRACTOR

M.C. DEAN, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Option Term II - IDIQ portion of the contract for components or material over \$200 (to be determined, contractor is not required to add pricing information at time of closing) Amount: \$0.00 (Option Line Item) 10/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
2003	Option Term II - IDIQ (overtime, to be determined) Amount: \$0.00 (Option Line Item) 10/01/2009 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
3001	Option Term III - Firm Fixed Price portion of the contract. Includes support personnel required under the SOW and any incidental/replenish material Amount: [REDACTED] (Option Line Item) 01/01/2010 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS			b4	0.00
3002	Option Term III - IDIQ portion of the contract for components or material over \$200 (to be determined, contractor is not required to add pricing information at time of closing) Amount: \$0.00 (Option Line Item) 01/01/2010 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
3003	Option Term III - IDIQ (overtime, to be determined) Amount: \$0.00 (Option Line Item) 01/01/2010 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				0.00
The total amount of award: \$1,007,821.00. The obligation for this award is shown in box 26.					

SECURITY EQUIPMENT MAINTENANCE SERVICES

Base Term – Effective October 1, 2008 through March 31, 2009

Base Term – Effective October 1, 2008 through March 31, 2009

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)		MO		
	Project Manager	b4	HR		
	Systems Administrator I		HR		
	Systems Administrator II		HR		
	Field Service Engineers		HR		
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		
0003	IDIQ portion of the contract for Overtime	TBD	TBD		
	Project Manager		HR		
	Systems Administrator I		HR		
	Systems Administrator II		HR		
	Field Service Engineers		HR		
Total Estimated Base Term Price					\$ b4

NOTE: There is a possibility that there will not be a requirement for one Systems Administrator II during the option terms. Therefore, two different pricing tables are provided for the firm fixed part of the contract; one includes the System Administrator II hours if the requirement is still necessary and the other table excludes the System Administrator II hours if the requirement is not necessary. Once the Contracting Officer is ready to invoke the option(s), the table reflecting the current status of the requirement will be used for award of the option(s).

Option Term I(a) – Effective April 1, 2009 through September 30, 2009

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)	b4	MO	b4	



SECURITY EQUIPMENT MAINTENANCE SERVICES

	Project Manager	b4	HR	\$	
	Systems Administrator I	b4	HR	\$	
	Systems Administrator II	b4	HR	\$	
	Field Service Engineers	b4	IIR	\$	
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		
0003	IDIQ portion of the contract for Overtime	TBD	TBD		
	Project Manager		HR	\$	
	Systems Administrator I		IIR	\$	
	Systems Administrator II		HR	\$	
	Field Service Engineers		HR	\$	
Total Estimated Option Term I(a) Price					b4

Option I(b) – Effective April 1, 2009 through September 30, 2009

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)	b4	MO		
	Project Manager	b4	HR		
	Systems Administrator I	b4	HR		
	Systems Administrator II	b4	HR		
	Field Service Engineers	b4	IIR		
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		
0003	IDIQ portion of the contract for Overtime	TBD	TBD		
	Project Manager		HR		
	Systems Administrator I		HR		
	Systems Administrator II		HR		
	Field Service Engineers		HR		
Total Estimated Option Term I(b) Price					b4



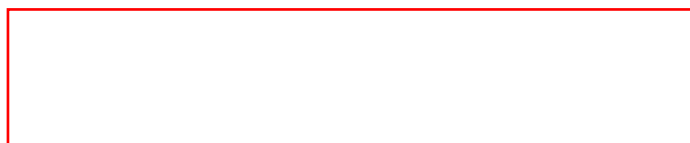
SECURITY EQUIPMENT MAINTENANCE SERVICES

Option Term II(a) – Effective October 1, 2009 through December 31, 2009

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)		MO		
	Project Manager	b4	HR	\$	
	Systems Administrator I		HR	\$	
	Systems Administrator II		HR	\$	
	Field Service Engineers		HR	\$	
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		
0003	IDIQ portion of the contract for Overtime	TBD	TBD		
	Project Manager		HR	\$	
	Systems Administrator I		HR	\$	
	Systems Administrator II		HR	\$	
	Field Service Engineers		HR	\$	
Total Estimated Option Term II(a) Price					b4

Option Term II(b) – Effective October 1, 2009 through December 31, 2009

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)		MO		
	Project Manager	b4	HR		
	Systems Administrator I		HR		
	Systems Administrator II		HR		
	Field Service Engineers		HR		
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		



SECURITY EQUIPMENT MAINTENANCE SERVICES

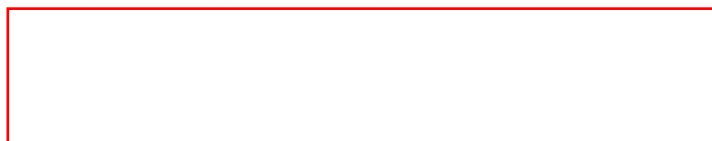
0003	IDIQ portion of the contract for Overtime	TBD	TBD		
	Project Manager		HR	b4	
	Systems Administrator I		HR		
	Systems Administrator II		HR		
	Field Service Engineers		HR		
Total Estimated Option Term II(b) Price					b4

Option Term III(a) – Effective January 1, 2010 through March 31, 2010

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price	
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)	b4	MO	b4	b4	
	Project Manager		HR			
	Systems Administrator I		HR			
	Systems Administrator II		HR			
	Field Service Engineers		HR			
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD			
0003	IDIQ portion of the contract for Overtime	TBD	TBD			
	Project Manager		HR			
	Systems Administrator I		HR			
	Systems Administrator II		HR			
	Field Service Engineers		HR			
Total Estimated Option Term III(a) Price					\$158,803.50	

Option Term III(b) – Effective January 1, 2010 through March 31, 2010

CLIN	Description of Services or Supplies	QTY	Unit	Unit Price	Total Price
0001	Firm Fixed Price portion of the contract: Equipment support personnel and incidentals or replenishment material up to \$200 per item (includes the categories listed below)	b4	MO	b4	



SECURITY EQUIPMENT MAINTENANCE SERVICES

	Project Manager	b4	HR	\$		
	Systems Administrator I	b4	HR	\$		
	Systems Administrator II	b4	HR	\$		
	Field Service Engineers	b4	HR	\$		
0002	IDIQ portion of the contract for components or material over \$200	TBD	TBD		b4	
0003	IDIQ portion of the contract for Overtime	TBD	TBD		b4	
	Project Manager		HR	\$		
	Systems Administrator I		HR	\$		
	Systems Administrator II		HR	\$		
	Field Service Engineers		HR	\$		
Total Estimated Option Term III(b) Price						b4

FPS will evaluate the price offered by extending the unit price by the estimated total units for each performance period (base and options, as appropriate). The total price for each period will be added to determine a total evaluated price.

Provisions Incorporated by Reference:

- FAR 52.217-5 Evaluation of Options (JUL 1990)
- FAR 52.232-15 Progress Payments Not Included (APR 1984)



SECURITY EQUIPMENT MAINTENANCE SERVICES

Contract Clauses

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

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

<http://acquisition.gov/far/index.html>

FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (OCT 2003)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (NOV 2006)
FAR 52.223-6	Drug Free Workplace (MAY 2001)
FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.245-1	Government Property (JUN 2007)
FAR 52.245-9	Use and Charges (JUN 2007)
HSAR 3052.211-70	Index for Specifications
HSAR3052.219-70	Small Business Subcontracting Reporting Program
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)
HSAR 3052.228-70	Insurance (DEC 2003)
HSAR 3052.242-71	Dissemination of Contract Information (DEC 2003)
HSAR 3052.242-72	Contracting Officer's Technical Representative (DEC 2003)
HSAR 3052.245-70	Government Property Reports (JUN 2006)

Clauses Incorporated by Full Text:**FAR 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 issued from Date of Award through 1.5 years.

(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.

FAR 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 less than \$25.00 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 in excess of \$1,000,000

(2) Any order for a combination of items in excess of in excess of \$1,000,000; or

SECURITY EQUIPMENT MAINTENANCE SERVICES

(3) A series of orders from the same ordering office within within 15 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 within 5 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.

FAR 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 1.5 year after start of contract performance.

FAR 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the contract.

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least the amount of days as specified in the SOW 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 shall not exceed 60 months.

SECURITY EQUIPMENT MAINTENANCE SERVICES

FAR 52.245-2 Government Property Installation Operation Services. (June 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

See related SOW exhibits attached.

FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for termination unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes,

SECURITY EQUIPMENT MAINTENANCE SERVICES

unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include

--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

SECURITY EQUIPMENT MAINTENANCE SERVICES

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

SECURITY EQUIPMENT MAINTENANCE SERVICES

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

The specification.

(t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

SECURITY EQUIPMENT MAINTENANCE SERVICES

Addendum to 52.212-4, Contract Terms and Conditions – Commercial Items**1 General Objective**

1.1. The Department of Homeland Security, U.S. Immigration and Customs Enforcement, Federal Protective Service, has a need for security maintenance services designed to meet corrective, preventative and semi-annual maintenance needs at the Ronald Reagan Building and International Trade Center (RRB/ITC) located at 1300 Pennsylvania Avenue, NW, Washington, D.C. The Government requires services that will offer a superior level of support through a team of responsive, highly skilled professionals. The quality of the performance of the contractor will directly impact our organization and the ability to meet our business goals. The agencies that require service at the RRB/ITC are Environmental Protection Agency (EPA), Customs and Border Patrol (CBP), U.S. Agency for International Development (USAID) and GSA.

2. Statement of Work

2.1. The contractor will provide all management, supervision, manpower, labor services, parts, supplies, tools, test equipment, lifts, ladders, packaging and shipment of items necessary to perform overall maintenance of the security equipment at the RRB/ITC. (See Exhibits #1A through #1K) The contractor shall plan, schedule, coordinate and ensure effective performance of all maintenance services and emergency response.

2.1.1 Immediately after award of the contract and prior to performance, the contractor's representative and the COTR and/or the Contracting Officer shall make an onsite in-depth review of the total job requirement.

2.1.2. **Corrective Maintenance.** The contractor will respond within 30 minutes to initiate a plan for corrective action to unscheduled corrective maintenance (emergency service calls) request during normal business hours (6am-6pm) Monday through Friday (excluding Federal holidays). After hours, corrective maintenance (emergency service calls) will be performed on an as needed basis, and shall ensure a response from a technician within two hours after receiving notification. (See Exhibit #2A through #2D for service call records).

2.1.3. **Preventative Maintenance.** The contractor will establish and schedule specific daily, weekly and semi-annual preventive maintenance inspection activities.

2.1.4. **Semi-Annual Preventative Maintenance.** The contractor will perform preventive maintenance inspections, test, cleaning and adjustments of the system components.

2.1.5 The contractor will provide software support. The current software for the Ronald Reagan Building is SAFENET Version 5.63.

2.1.6. The contractor will maintain on site an appropriate mix of replacement parts for the security equipment.

2.1.7. All equipment will be furnished, installed and maintained by the contractor awarded the contract.

2.2.. Installation Services.

SECURITY EQUIPMENT MAINTENANCE SERVICES

2.2.1. All wire runs, except runs above the false ceilings, shall be run in an approved raceway to protect the wire from damage and tampering. All wire must be plenum cable and shall be secured up off the ceiling.

2.2.2. The contractor will remove and dispose of any old wire not utilized. The contractor will be responsible for removal of trash and debris created.

2.3. Codes and Regulations.

2.3.1 The contractor will provide the services described in the contract according to the following codes and regulations:

- The National Building Code (Building Officials and Code Administrators International, Inc.) modified to include the technical requirements of the Life Safety Code. (National Fire Protection Association), the seismic safety design requirements of the Uniform Building Code (International Conference of Building Officials).
- Occupational Safety and Health Regulations for Construction; 29 CFR Parts 1926 and 1910.
- Environmental Protection Agency Regulations.
- Applicable Local Codes and Regulations.
- National Electric Code.
- Defense Industrial Security Systems Burglar Alarm Codes.
- Federal Information Security Management Act (FISMA).
- Any other codes and regulations that may impact the performance of this contract at the Ronald Reagan Building.

2.4. Industry Standards.

2.4.1. The following industry standards are applicable to the terms of the contract:

- Occupational Safety and Health Standards.
- American National Standards Institute (ANSI) Publications.
- American Society of Mechanical Engineers (ASME), Publications.
- The Institute of Electrical and Electronics Engineers (IEEE), Inc.
- National Electrical Manufacturers Association (NEMA) Publications.
- ASHRAE Handbook and AHSRAE Standard 62-89, AHSRAE Standard 15-92, and ASHRAES 1 Guide.
- Standards of the National Board of Fire Underwrites for electrical Wiring and Apparatus.

3. Deliverables.

3.1. The contractor will maintain a paper copy and a computerized spreadsheet of all deliverables required on the SOW and shall submit a copy to the COTR and the Contracting Officer (CO) as follows:

Description	Due date
Project Management Plan (PMP) – Within 5 days of award, the PMP must be detailed and fully describe the program’s key personnel and requirements for executing the work planned for the contract. The plan	Within 5 days after award with updates every

SECURITY EQUIPMENT MAINTENANCE SERVICES

<p>will be kept current and confidential between the Government and the contractor. The PMP shall include a summary organization chart showing inter-relationship among the COTR, Federal Police Officer, Tenant Agency Representative and the contractor, and the supporting organizational elements for the facilities. All contractor key personnel have to be shown on an organizational chart with the individual duties described in detail, including lines of authority. In addition, the PMP shall include a narrative description of budget and cost control methods during the contract period of performance.</p>	<p>Quarter and/or upon request</p>
<p>Key Personnel Resumes (Reference 6.1)</p>	<p>NLT 5 days after award</p>
<p>Master Schedule – an inventory of all corrective (emergency calls), preventative and semi-annual maintenance activities. Computerized inventory control records will be maintained on all equipment that has been decommissioned, replaced or added to the system. This information shall include serial numbers, existing or new location, and final disposition. The contractor must supplement the schedules with analysis on the impact of delays and show major constraints/adjustments to keep the completion dates intact and decision tracking.</p>	<p>NLT the 7th of every month</p>
<p>Small Business Sub Contracting Goals – a report showing both total subcontract dollars and the percentage of the subcontract dollars</p>	<p>NLT the 7th of every month</p>
<p>Warranties – The contractor shall also track manufacturer warranties on new equipment added during the term of the contract. In addition, manuals for all new equipment and a set of as-built drawings for any changes made to the existing system shall be in</p>	<p>Upon request</p>
<p>Progress Reports – The contractor must fully document all meetings with the COTR and tenant agencies for the purpose of discussing procedures, progress, problems scheduling and other pertinent matters and keep the COTR abreast of the results of the discussions. Keep accurate and detailed computerized/written records of progress on the task for the contract. Maintain frequent contacts by telephone, site visits, meetings, ect. With all parties involved in the contract and submit monthly hard copy written progress reports to the COTR including, but not limited to, information concerning initiatives taken by the contractor to preclude delays, percentages of completion, analysis of the schedule and other necessary to compare actual performance with planned performance. This is to ensure that all parties understand the status of activities to be accomplished.</p>	<p>2 days after meeting and/or upon request</p>
<p>Equipment Report – The contractor must keep, and update as necessary, a computerized database that includes, but is not limited to, the following information: listing of all security equipment with the make, model and serial number and the location where the equipment is located.</p>	<p>Upon request</p>
<p>Problems Report – Advise the COTR of any disagreements with the Tenant Agency, which cannot be resolved by the contractor, within one (1) calendar day. Make recommendations concerning cost controls, scheduling, levels of effort and maintaining approved completion time allocations for submissions and completion of the services. Advise the COTR of potential delays in completion of any aspects of the contract services, provided recommendations on actions necessary for keeping the task on schedule. Advise the COTR immediately of any problems which</p>	<p>1 day after the fact</p>

SECURITY EQUIPMENT MAINTENANCE SERVICES

<p>are outside the responsibilities of the contractor as specified in this contract. Suggest resolutions for such problems, and follow-up as required by the COTR.</p>	
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4. Office Facilities

4.1 The Government will provide the contractor its own physical space/office at the site with the necessary furniture, equipment and supplies as determined by the contractor and the Contracting Officer.

5. Personnel and Attendance.

5.1. Register. The contractor shall provide either a bound log-in register or an electronic version of a log-in register. The register must be clearly legible and shall demonstrate the names and positions of each personnel providing the services and when the employees report to and leave the site. For employees that are not at the site on a regular basis, purpose of the visit and location where the services were provided shall be included in this report. The contractor will retain the originals of these registers. Copies of the monthly register must be sent along with progress payment request to the COTR. Payment request will not be considered unless accompanied by these registers. The registers will be available for inspections by the Government at all times.

5.2. The contractor will keep Government representatives full apprised of the task activities, schedules and issues relative to the work in progress.

6. Contractor Personnel Staffing and Assignments.

6.1.1 The contractor must provide technical and professional personnel as required/needed to perform work specified in the contract. Upon contract award, the contractor is required to assign to the contract all-key personnel. No later than **5 days after award**, the contractor must provide the most appropriately qualified member of its permanent full-time staff, unless the COTR expressly permits the use of other than permanent full-time personnel. The contractor is required to submit for administrative approval by the COTR listings of the contract team members by names, organization and define their responsibilities, qualifications, and roles for their positions along with their resumes. The resumes should include education, training, qualifications, and experience relative to the tasks they will be performing. The resumes must specify any experience the listed individuals have working together and/or experience that their ability to work with issues that may arise under this contract.

6.1.2 Key Personnel: (NOTE: ALL key personnel MUST ensure confidentiality and integrity throughout contract performance. Although considered to be beneficial for all key personnel, Systems Administrators and Field Service Engineers must have - at a minimum - certifications for SAFEnet Software, SAFEnet System Administration, and SAFEnet Networking & SQL Database.)

- 1) Project Manager (PM):
 - a. Minimum Requirements: At least five years of experience as a PM in an IT center, computer or communications system, or similar environment. Included in the 5 years of experience, the PM must demonstrate the capability to solve both technical an interpersonal problems to ensure project goals are met. The PM must completely understand the operational requirements of this contract and

SECURITY EQUIPMENT MAINTENANCE SERVICES

have access to all contractor corporate resources. A bachelor's degree in a computer science related field or business is preferred.

- b. Duties: The PM is responsible for ensuring that the contractor's work force complies with the contract requirements and meets the satisfaction of the COTR at all times:
 - i. Acts as supervisor for the contractor's employees.
 - ii. Attends meetings as requested with the Government personnel.
 - iii. Coordinates all maintenance and repair activities.
 - iv. Ensures proper tracking, submission and compliance of all deliverables.
 - v. Ensures that all invoices are properly submitted to the Payment Agency on a timely basis with the required invoice information, in accordance with the SOW.
 - vi. Coordinates with the COTR and the GSA building management for services to be provided and any necessary agency space access required for performance.
 - vii. Coordinates the purchase of spare parts over the \$200 threshold with the COTR and Contract Specialist prior an actual purchase.
 - viii. Other duties as assigned (other special projects and/or initiatives as required by FPS.)

2) Systems Administrator (SA) I:

- a. Minimum Requirements: At least 2 years of experience performing the technical and administration duties as listed in Exhibit 3B and/or 3C. Included in that experience, the SA I must demonstrate technical knowledge. The SA I must be certified in order to work with the USAID and/or CBP equipment. A bachelor's degree in a computer science related field is preferred.
- b. Duties: The duties for the SA I are listed under Exhibits 3B and 3C, depending on the tenant agency's requirement. In addition, the SA I should make recommendations to the PM to ensure that the system is being utilized to its optimum level of performance.

3) Systems Administrator (SA) II:

- a. Minimum Requirements: At least four years of experience performing the technical and administration duties as listed in Exhibit 3A. Included in that experience, the SA II must demonstrate technical knowledge in a multi-system environment. The SA II must be certified in order to work with the GSA/FPS equipment. A bachelor's degree in a computer science related field is preferred.
- b. Duties: The duties for the SA II are listed under Exhibit 3A – GSA/FPS. In addition, the SA II should make recommendations to the PM to ensure that the system is being utilized to its optimum level of performance.

4) Field Service Engineers:

- a. Minimum Requirements: Must possess at least four years of technical knowledge and expertise in planning, installing, implementing and maintaining the equipment as described on the SOW. A bachelor's degree in a computer science related field is preferred.
- b. Duties: The Field Service Engineer will perform a variety of repair, maintenance and installation tasks. In coordination with the PM, the Field Service Engineer will determine and recommend what product/services will best fit the need of the customer. The field service engineer must rely on extensive experience and

SECURITY EQUIPMENT MAINTENANCE SERVICES

judgment to plan and accomplish the goals set forth in the SOW. Also, the Field Service Engineer may be required to perform other duties for special projects and/or initiatives as required by FPS.

6.2. Subcontractors and Consultants. Substitutions of subcontracted or consultant firms included in the original contract are subject to the written approval of the COTR and CO. This contract must be modified before a follow-on company commences work. Letter between the COTR, CO and the contractor will process changes in individuals employed by these companies administratively. In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidelines necessary at the Ronald Reagan building to any subcontractor and ensuring that subcontractor comply with the security requirements of the price contract/task order.

7 Acceptance and Qualifications.

7.1. Acceptance. In the event that of any of the personnel/consultants named are unable to perform because of death, illness, resignation from the contractor's employ, dissolution of agreement, or other reasons, the contractor shall promptly submit to the COTR and CO detailed written explanations of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes and any other information the COTR and CO deems pertinent to approvals of substitutions. No substitutions shall be made without prior written approval of the Government. No increases in contract pricing will be allowed when the Government authorizes substitutions.

7.2. Removal. The COTR and CO shall have the right to effect removals of any contractor employees in writing at any time during the life of this contract, if those employees are deemed not to possess the proper level of competence or abilities, or who are otherwise found to be unsuitable for work required under this contract. In such cases, the contractor must promptly submit the names, complete resumes for the proposed substitutes, and any other information pertinent to approvals of substitutions.

7.3. Further Documentation. Regarding any personnel identified for approval, the COTR is authorized to require that the contractor provide further evidence and/or demonstration of abilities for their intended positions. This may include additional work examples and/or other evidence, oral interviews and/or testing, and/or other appropriate means.

7.4. Special Personnel Qualifications. Personnel possessing unique technical specialties may be required for supplementary services related to the scopes of regular services. Such personnel shall have qualifications as required and approved by the COTR and CO, which are appropriate to the nature of the services that will be provided.

7.5. Failure to Provide Qualified Personnel. Repeated failure or excessive delays by the contractor to provide qualified personnel, who meet the stated requirements, may be deemed sufficient reason by the COTR to recommend termination for default to the Contracting Officer of record.

7.6. Orientation of Personnel. The contractor must send key personnel to the FPS Training Office for up to two days of orientation in Government policies and procedures, as required by the COTR. Subsequent to the FPS orientation, the contractor is responsible for providing instructions to other team members working under this contract, and to ensure that all personnel are aware of

SECURITY EQUIPMENT MAINTENANCE SERVICES

applicable Government regulations, policies, procedures, and uses of forms affecting the conduct of their work. Orientation must be initiated and arranged for by the contractor immediately after contract award with the COTR.

7.7. Security Clearances/Suitability Adjudication: The personnel assigned to the resulting contract must have, at a minimum, a **SECRET** Clearance. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive formal suitability adjudication by ICE. All Contract employees shall receive formal suitability adjudication by ICE. Contractor suitability determinations are to be made in accordance with the criteria outlined in 5 CFR 731.202. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this Statement of Work and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COTR the following Government furnished forms for each Contract employee:

- Two (2) completed original Forms FD-258, "Fingerprint Chart;"
- Standard Form 85P, "Questionnaire for Public Trust Positions" (to be completed electronically through e-QUIP);
- Standard Form 85P-S, "Supplemental Questionnaire for Selected Positions" (to be completed electronically through e-QUIP);
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act" (plus one copy);
- Foreign National Relatives or Associates Statement (plus one copy);
- Drug Questionnaire (plus one copy);
- Alcohol Questionnaire (plus one copy).
- Financial Disclosure Report (plus one copy);
- Contractor Information Worksheet.

Contractors are required to use local police, the state police, the Federal Bureau of Investigation (FBI), or ICE regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations, ICE may have an electronic fingerprint-scanning machine, which the Contractor is encouraged to use for fingerprinting Contract employees. Upon receipt of the completed, legible forms, ICE will submit the fingerprints for review by the FBI. FPS will use the information provided by the Contractor and the FBI to make a determination regarding the security guard's suitability to work under an FPS Contract. If the forms are complete and legible, the entire evaluation process will take from one (1) week to several months, depending on current processing times. For planning purposes, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly. Standard Form 85P, "Questionnaire for Public Trust Positions" Form must be submitted via OPM "e-QIP" (electronic Questionnaires for Investigation Processing)".

Illegible or incomplete forms submitted by the Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to ICE are complete, legible, and accurate. ICE shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible forms to ICE.

8. Confidentiality. If any contractor's personnel become privy to information that is security and/or procurement sensitive, as determined by the Government, the contractor shall take precautions to ensure that all such information is carefully controlled. All information of this nature is confidential and will not be discussed with or revealed to any unauthorized persons.

SECURITY EQUIPMENT MAINTENANCE SERVICES

9. HFSAR (48 CFR 3052.209-72), Disclosure of Conflicts of Interest (Dec 2003).

The Department of Homeland Security (DHS) will award contracts only to those offerors whose objectivity is not impaired by conflicting interests. Based on this policy-

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, and proposed subcontractors for more than 20% of the contract. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel, for purposes of this clause, shall include any person owning more than 20% interest in the company, and the company's corporate officers, its senior managers and any employees responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information known to DHS, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If non-disclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however terminate the contract for convenience of he or she deems that termination is in the best interest of the Government.

10. Packaging and Marking

10.1 All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Technical Representative shall be paid by the Contractor.

10.2 All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the contract number of the contract for which the information is being submitted.

SECURITY EQUIPMENT MAINTENANCE SERVICES

11. Inspection and Acceptance**FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)**

A. Definition - "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires

C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

D. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
2. Reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or
2. terminate the contract for default.

12. Term of Contract

12.1 Performance will commence no later than 60 days following contract award. The full term of the contract will be for, one 6-months base term, one 6-months option term I and two 3-months option terms II and III. The Contractor shall be given notice to proceed on individual task orders and shall provide all contractual services, subject to the availability of appropriations if applicable, (see the Clause FAR 52.232-18, "Availability of Funds" (APR 1984)), throughout the term of the contract.

12.2 The Government intends to award options in accordance with the solicitation. However, the Government has the unilateral right to reconfigure the option terms. For example, the Government has the unilateral right to break the 6-months option term I into 6 one-month options.

12.3 If it is determined by the Government that, for administrative, technical, legal, or other reasons, award of a successor contract cannot be made on a timely basis, the Government shall have the unilateral option of extending the services of this contract. Such notice of intent to extend service shall be given to the Contractor in writing at the earliest possible time, but not less than 15 days prior to the task order expiration date (see FAR Clause 52.217-8, "Option to Extend Services" (Nov 1999)). It is understood that exercise of this option will be only for sufficient

SECURITY EQUIPMENT MAINTENANCE SERVICES

time to complete award and/or give notice to proceed to the follow-on Contractor and that extension of service shall in no event exceed six months.

13. Contract Administration Data

13.1 Submission of Invoices

13.1.1. Invoices shall now be submitted via one of the following three methods:

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 11 Invoice

b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (OCT 2003), the contractor shall annotate the “FPS Region 11” on the face of each invoice. Failure to comply with these submission requirements will result in rejection of the invoice.

13.2 Payments

13.2.1 Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later.

13.2.2 It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this contract. In no event shall contractor invoice or FPS be obligated to pay for any hours in excess of the amount identified within the contract (inclusive of all modifications).

13.2.3 The Contractor is responsible for submitting accurate invoices that reflect the actual services provided each month. Submission of false invoices shall be subject to contractual and legal actions.

13.2.4 Any inquiries regarding payment shall be directed to the COTR and/or CO.

13.3 Deductions for Non-Compliant Services

SECURITY EQUIPMENT MAINTENANCE SERVICES

13.3.1 In accordance with FAR Clause FAR 52.246-4 "Inspection Of Services - Fixed Price" (AUG 1996), deductions may also be taken for services provided if they are not fully compliant with the terms of the contract.

14. The Role of the Government and Responsibility for Contract Administration

14.1 Contracting Officer (CO)

14.1.1. The CO for this RFP and resultant award is: (To be determined upon award)

14.1.2. The CO has the overall responsibility for the administration of the contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the order terms and conditions; make final decisions on unsatisfactory performance; terminate the order for convenience or default; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

14.2. Contracting Officer's Technical Representative (COTR)

14.2.1 The COTR for the order will be assigned after award of the contract.

14.2.2. The COTR is designated to assist the CO in the discharge of their responsibilities when they are unable to be directly in touch with the contract work. In the event that the COTR is absent or unavailable, another COTR Alternate will be designated. The responsibilities of the COTR and his/her alternate include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of the contract, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.

14.2.3. After award of the contract, the CO will issue a written Delegation of Authority memorandum to the COTR that details the scope of duties the COTR is authorized to perform and manage. The COTR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum. A copy of the memorandum shall be sent to the contractor.

14.2.4. The contractor shall immediately notify the CO in the event the COTR directs the Contractor to perform work that the Contractor believes is not part of the contract or part of the COTR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

FAR 52.242-13 Bankruptcy (July 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all

SECURITY EQUIPMENT MAINTENANCE SERVICES

government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

SECURITY EQUIPMENT MAINTENANCE SERVICES

15. Exhibits

Due to the magnitude and complexity of this project, all exhibits for the security equipment maintenance at the Ronald Reagan Building and the International Trade Center will be attached to this solicitation on a separate document.

TABLE OF CONTENTS	
Exhibit Number	Exhibit Name/Description
1A	The Ronald Reagan Building – Sectors
1B	Ronald Reagan Building Device Count
1C	Ronald Reagan Building Intercom System
1D	Customs and Border Patrol Inventory
1E	Ronald Reagan Building (New installed cameras)
1F	Other Ronald Reagan Building Base Security Devices
1G	Ronald Reagan Building MDI Base Readers
1H	Ronald Reagan Building Camera Location
1I	Ronald Reagan Building Camera Status Report
1J	USAID Inventory
1K	Other GSA Equipment List/Services
1L	EPA Exhibits
2A	Customs and Border Patrol Service Calls
2B	EPA Service Calls
2C	USAID Service Calls
2D	FPS Service Calls
3A	Systems Administrator (GSA/FPS)
3B	Systems Administrator (USAID)
3C	Systems Administrator (CBP)
4A	Spare Parts Inventory
4B	Equipment Brand Names

SECURITY EQUIPMENT MAINTENANCE SERVICES

52.212-5 – Contract Terms and Conditions Required to Implement Statutes and Executive Orders (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

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

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

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

(2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

(3) [52.219-4](#), 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) ([15 U.S.C. 657a](#)).

(4) [Reserved]

(5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-6](#).

(iii) Alternate II (Mar 2004) of [52.219-6](#).

(6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

(ii) Alternate I (Oct 1995) of [52.219-7](#).

(iii) Alternate II (Mar 2004) of [52.219-7](#).

(7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Oct 2001) of [52.219-9](#).

(iii) Alternate II (Oct 2001) of [52.219-9](#).

(9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

(10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of [52.219-23](#).

(12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

(13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

SECURITY EQUIPMENT MAINTENANCE SERVICES

- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X** (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X** (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X** (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X** (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X** (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- X** (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of [52.225-3](#).
- (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X** (31) [52.225-13](#), 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).
- (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

SECURITY EQUIPMENT MAINTENANCE SERVICES

__ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

__ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

__ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

__ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

SECURITY EQUIPMENT MAINTENANCE SERVICES

payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(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.

HSAR 3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)

SECURITY EQUIPMENT MAINTENANCE SERVICES

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

HSAR 3052.204-71 Contractor Employee Access (Jun 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

SECURITY EQUIPMENT MAINTENANCE SERVICES

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

SECURITY EQUIPMENT MAINTENANCE SERVICES

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract will be identified no later than 5 days after award.