

**From:** (b)(6);(b)(7)(C)  
**To:** (b)(6);(b)(7)(C)  
**Subject:** FW: Los Puertos Boat Ramp (UNCLASSIFIED)  
**Date:** Thursday, December 29, 2011 1:35:00 PM  
**Attachments:** [Los Puertos Boat Ramp Proposal.ppt](#)  
[bo.pdf](#)  
[FR Record of Decision Opeartion Rio Grande.pdf](#)

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FYI

Information sent to facilitate Real Estate activities.

(b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

(b)(6);(b)(7)(C) work  
cell

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

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-----Original Message-----

**From:** (b)(6);(b)(7)(C)  
**Sent:** Wednesday, December 28, 2011 7:57 AM  
**To:** (b) (6)  
**Cc:** (b)(6);(b)(7)(C)  
(b) (6)  
**Subject:** RE: Los Puertos Boat Ramp (UNCLASSIFIED)

I have updated the Los Puertos Boat Ramp presentation to reflect the proposed access. Please review.

Sector O&M Division is prepared to do this work as soon as we can get the RE resolved. We expect that the environmental work will be completed by the end of February.

I also attached some environmental documents. I'm not sure of their value, but I will let the experts define if they are helpful.

(b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

(b)(6);(b)(7)(C) work  
cell

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

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-----Original Message-----

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

Sent: Wednesday, December 28, 2011 7:27 AM

To: (b) (6)

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

'Schweitzer, Trista N SWF'

Subject: RE: Los Puertos Boat Ramp (UNCLASSIFIED)

(b) (7)(E)

and then a private road curves around farming land and then enters into Fish and Wildlife property to the boat ramp.

(b)(6);(b)(7)(C) Program Manager

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Tactical Infrastructure Division (Maintenance & Repair)

(b)(6);(b)(7)(C) work  
cell

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

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-----Original Message-----

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

Sent: Wednesday, December 28, 2011 7:13 AM

To: (b) (6)

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

(b) (6)

Subject: FW:Los Puertos Boat Ramp (UNCLASSIFIED)

Attached is a map that might help with the road access. To stop confusion, let us call this the Los Puertos Boat Ramp. This location is not close to Roma and I'm not sure how it started, but let's name it something better defining the area. Los Puertos.

(b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

(b)(6);(b)(7)(C) work  
cell

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

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-----Original Message-----

From: (b)(6);(b)(7)(C)  
Sent: Wednesday, December 28, 2011 7:02 AM  
To: (b)(6);(b)(7)(C)  
Cc: (b)(6);(b)(7)(C)  
Subject: RE: Roma Boat Ramp (UNCLASSIFIED)

Please see attachment for Los Puertos Boat Ramp.

(b)(6);(b)(7)(C)  
Border Patrol Agent  
RGV SBI TI / GIS  
Rio Grande Valley Sector Headquarters  
Offi (b)(6);(b)(7)(C)  
Cell (b)(6);(b)(7)(C)

-----Original Message-----

From: (b)(6);(b)(7)(C)  
Sent: Wednesday, December 28, 2011 6:53 AM  
To: (b)(6);(b)(7)(C)  
Subject: FW: Roma Boat Ramp (UNCLASSIFIED)

(b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

(b)(6);(b)(7)(C) work  
cell

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

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-----Original Message-----

From: [REDACTED] (b) (6)  
Sent: Tuesday, December 27, 2011 4:21 PM  
To: [REDACTED] (b)(6);(b)(7)(C)  
Cc: [REDACTED] (b) (6)  
Subject: RE: Roma Boat Ramp (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Thanks, I'm 99% certain it is on Fish, they hold quite a bit in that area. Another question is the access route into the boat ramp. In that area there are a couple of city/county roads but none of them lead directly to the boat ramp - see attached drawing, the city/county road are red. Any idea of the agents' preferred route to the boat ramp? If you can provide the access routes I can coordinate with Fish and see if they have any rights on the same roads.

-----Original Message-----

From: [REDACTED] (b)(6);(b)(7)(C)  
Sent: Tuesday, December 27, 2011 3:35 PM  
To: [REDACTED] (b)(6);(b)(7)(C)  
Cc: [REDACTED] (b) (6)  
Subject: RE: Roma Boat Ramp (UNCLASSIFIED)

This is on Fish & Wildlife property. Let me get with Sector to see if they have any information that will help.

[REDACTED] (b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

[REDACTED] (b)(6);(b)(7)(C) work  
[REDACTED] cell

[REDACTED] (b)(6);(b)(7)(C)

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-----Original Message-----

From: [REDACTED] (b) (6)

Sent: Tuesday, December 27, 2011 3:09 PM

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

Cc:

Subject: RE: Roma Boat Ramp (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

You did ask us to begin research in advance of the PRD. The RWA isn't specific and something we haven't been provided is a recent drawing of the boat ramp locations we should focus on, aside from emails stating Roma Ramp. We have a map from early 2010 that showed 12 locations spread across Starr, Hidalgo, and Cameron Counties. Unfortunately the map's vantage point is from the moon, you can't make out any details. Anything you can provide with more detail will be appreciated.

-----Original Message-----

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

Sent: Tuesday, December 27, 2011 2:01 PM

To: (b) (6)

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

Subject: Fw: Roma Boat Ramp

(b) (6)

(b)(6);(b)(7)(C) indicated that I'd reached out to y'all to start ownership research on this project in advance of the PRD.

Please let us know if I did indeed pass that along - I can't recall. If so, please let us know status - if not, please commence owner research soonest.

Merry Xmas and thanks!

V/r

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

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

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

Cc: (b) (6)

Sent: Tue Dec 27 10:55:13 2011

Subject: FW: Roma Boat Ramp

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

Could we get an update on the Roma Boat Ramp aka Los Puertos Boat Ramp.

I believe funding was issued to ECSO 9/26/2011.

(b)(6);(b)(7)(C) Program Manager

Border Patrol Facilities and Tactical Infrastructure

Facilities Management and Engineering

Tactical Infrastructure Division (Maintenance & Repair)

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

cell

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

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From: (b) (6)  
Sent: Tuesday, December 27, 2011 9:13 AM  
To: (b)(6);(b)(7)(C)  
Subject: FW: Roma Boat Ramp

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From: (b)(6);(b)(7)(C)  
Sent: Tuesday, October 18, 2011 4:55 PM  
To: (b) (6)  
Cc: (b)(6);(b)(7)(C)  
Subject: FW: Roma Boat Ramp

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

I just got the update that ECSO was funded to start RE work per the attached email for the ROMA boat ramp in RGV.

If you could please let us know who's assigned to the task on your end, and whether he/she needs some more detailed input to get the ball rolling?

Apparently the PRD is in the works, but (b)(6);(b)(7)(C) wants to get a jump start on RE if possible - I imagine landowner research could commence at a minimum.

Any questions, please don't hesitate to ask...

Thanks!

v/r

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

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From: (b) (6)  
Sent: Tuesday, October 18, 2011 4:45 PM  
To: (b)(6);(b)(7)(C)  
Cc:  
Subject: RE: Roma Boat Ramp - (b) (6), (b) (7)(C) input to TP

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

Funding was approved by (b) (6), (b) (7)(C) and provided to ECSO on 26 September (see attached). (b) (6), (b) (7)(C) asked us to do the PRD after the fact. Do you still need to wait until the PRD is formally approved? That could delay us another month (my guess).

(b) (6)

Classification: UNCLASSIFIED  
Caveats: NONE

Classification: UNCLASSIFIED  
Caveats: NONE

# Rio Grande City Border Patrol Station Boat Ramp Project



U.S. Customs and  
Border Protection

# LA CASITA, TEXAS

**(b)(6);(b)(7)(C) Farms  
(ORBBP - NWP)**

La Casita West

N

**GPS COORDINATES**

**(b) (7)(E)**



# ROAD TO LOS PUERTOS BOAT RAMP



# LOS PUERTOS BOAT RAMP



Proposed access to Los  
Puertos Boat Ramp

(b) (7)(E), (b) (5)

(b) (7)(E), (b) (5)



United States Department of the Interior  
FISH AND WILDLIFE SERVICE  
Ecological Services - LRGV SubOffice  
Phone: (956) 784-7560 Fax: (956) 787-0547  
Rt. 2 Box 202-A  
Alamo, TX 78516

February 3, 2003

**(b) (6), (b) (7)(C)**

Director, Headquarters Facilities  
and Engineering Division  
U.S. Department of Justice, INS  
425 I Street NW  
Washington, DC 20536

Consultation No. 2-11-02-F-054

Dear **(b)(6);(b)(7)(C)**

This document transmits the U.S. Fish and Wildlife Services (Service) final biological opinion based on our review of the Immigration and Naturalization Services (INS) ongoing implementation of Operation Rio Grande in Starr, Hidalgo, and Cameron Counties, Texas. We have analyzed the proposed action and its effects on the endangered ocelot (Leopardus pardalis), listed throughout its entire range that includes Texas, Arizona, Mexico to Central and South America and the Gulf Coast jaguarundi (Herpailurus yagouaroundi cacomitli) that ranges from Texas to Mexico, in accordance with section 7 of the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 et seq.). Your February 11, 2002, request for formal consultation was received by the Corpus Christi, Texas Ecological Services Office (ESO) via facsimile on the same date.

This biological opinion is based on information provided in the January 2002 Final Biological Assessment for Impacts to Endangered and Threatened Species Relative to Operation Rio Grande in Starr, Hidalgo, and Cameron Counties, Texas (BA), an addendum to the Biological Assessment provided by email on September 18, 2002, telephone conversations, field investigations, and other relevant sources of information. A complete administrative record of this consultation is on file at the Corpus Christi ESO.

## Consultation History

On December 8, 1998, the Service provided general and specific comments on the draft environmental assessment dated October 15, 1998. The document had been prepared by PBS&J Consulting Firm.

A complaint for declaratory and injunctive relief was filed on September 19, 1999, in *Defenders of Wildlife, Sierra Club et. al. v. Doris Meissner, Commissioner, Immigration and Naturalization Service and Lt. General Joe N. Ballard, Chief of Engineers, Army Corps of Engineers*. The plaintiffs challenged Operation Rio Grande because prior to proceeding with the installation of lights, roads, boat ramps, and fences along the Rio Grande, INS did not: 1) consult with the Service pursuant to section 7, 2) receive a compatibility determination from the Service's South Texas National Wildlife Refuge (NWR) and 3) prepare an Environmental Impact Statement (EIS). The plaintiffs claimed the INS was in violation of the ESA, National Wildlife Refuge System Administration Act (NWRSA), 16 U.S.C. 668dd, et seq., the National Environmental Policy Act (NEPA), 42 U.S.C. 4321, et seq., and the Administrative Procedure Act (APA), 5 U.S.C. 706.

The Service received a letter from INS dated October 18, 1999, requesting review of the BA. The letter requested that upon review, the Service initiate formal consultation with the INS pursuant to the ESA. The Service provided comments on the BA and recommended actions to facilitate consultation were provided by the Service on October 26, 1999.

On November 2, 1999 the U.S. Border Patrol (USBP); INS; PBS&J, environmental consultants for the U.S. Army Corps of Engineers (Corps); INS; the Service; Defenders of Wildlife; the local Sierra Club; and Frontera Audubon Society visited areas that could be impacted by Operation Rio Grande. The group looked at temporary and permanent light placements, boat ramp locations, and roads, used by the USBP. The group visited the same areas at night to evaluate the illumination effects of the proposed USBP lights on the levee, agriculture fields, brush habitat and the linear wildlife corridor along the United States International Boundary and Water Commission (USIBWC) levee. On November 10, 1999, the Service received a revised EA and BA. Revisions consisted of grammatical corrections and the inclusion of site visit dates.

The Service met with PBS&J, the Corps, and INS on November 13, 1999, to discuss proposed ocelot light study and additional potential impacts from Operation Rio Grande.

PBS&J met with the Service, Frontera Audubon Society, and USBP agents on November 16, 1999, at night to look at problem areas of illumination. Some of the lights were redirected and adjusted

away from brush habitat. Recommendations were made on the adjustment and direction of all temporary and permanent lighting at the Port Isabel, Brownsville, and Harlingen USBP stations.

PBS&J sent a letter December 22, 1999, to the Service containing a Draft Scope of Work for a Light Sensitivity Study On Ocelots. The study was proposed to answer the following questions: 1) What is the intensity of lighting that will cause ocelots to avoid general hunting and foraging areas? 2) What is the intensity of lighting that will cause ocelots to avoid travel corridors between hunting areas? 3) What is the effect of red filters, which have been used at several zoos for other cat species, on the avoidance patterns? 4) Will ocelots travel through darker spaces between the lights? 5) Will cats travel through brush that has the same light intensity they avoid in cleared areas? 6) Does moon wash affect avoidance behavior such that the cats will come closer to lights on moonlit nights than they will on dark nights? 7) Is there an acclimation effect such that, after the cats have been exposed to the lights for a period, they will show less avoidance of a certain intensity of light? 8) If there is an acclimation period, is there an intensity of light which is avoided even after the acclimation period? The Corps and PBS&J proposed that the study site take place at the Laguna Atascosa NWR because: (1) There is a fairly large number of ocelots (30-35 individuals); (2) It is an area where ocelots can be, and are, trapped and outfitted with radio-collars for tracking; (3) The expertise and equipment to trap, collar, and track the cats exists; (4) There are ocelot experts at Laguna Atascosa NWR who can interpret the results of the study; (5) There is baseline data for this population. The objective of this study was to provide data that would answer the questions listed above with some measure of statistical confidence.

In a January 13, 2000, letter the INS addressed coordination and cooperative steps taken by the Service and USBP in the McAllen Sector to reduce the adverse environmental impacts of Operation Rio Grande.

The INS responded to the Service's January 31, 2000 letter, outlining the steps that coordinated with the Service and cooperatively undertaken by the USBP since the field visits of November 16, 1999. It was agreed that:

A quality assurance factor was required to ensure proper placement of portable lights along the levee and river areas. Five portable light unit locations would require ground stakes as indicators for proper re-alignment of lights after weather events.

No portable light units will be placed nor shine on NWR property.

Service personnel would make recommendations on the level of brightness and placement of lights near USBWC wildlife corridor

and adjacent to NWR property.

Certain roads and/or trails on NWR property would no longer be traversed by USBP vehicles and the ground would be tilled to promote re-vegetation of natural grasses.

The USBP would close all but three roads being utilized between the Gateway Bridge and the Brownsville and Matamoros (B&M) Bridge in the downtown area of Brownsville. The roads below the levee and the river road, both of which run parallel to the river, would remain open. The third road to remain open commences at the Gateway Bridge and leads downriver. However, the width of this road, the lack of vegetation, and its location in the wildlife corridor was of concern to the Service. The Service recommended the area that was part of the wildlife corridor be re-vegetated; this was accomplished during the second week of December 1999.

On February 2, 2000 the Department of Justice published a notice of intent to prepare a Draft EIS for the implementation of Operation Rio Grande.

On February 4, 2000, INS sent a letter to the Service stating the lights near the Sabel Palm Sanctuary managed by the Audubon Society were relocated and redirected so that the sanctuary property now remains in total darkness after nightfall. The INS also outlined the number of roads and or trails that were closed on November 17, 1999.

A Memorandum In Support Of Plaintiffs= Motion For Summary Judgement was filed by Defenders of Wildlife et. al., v. Doris Meissner, et. al. on February 22, 2000. In particular, plaintiffs sought injunctive relief related to USBP=s use of hundreds of high intensity lights each night over a 25 mile area.

On March 27, 2000, the Service received a letter from INS outlining some of the conservation programs that they wanted consultation on in accordance with 7(a)(1) of the ESA. The programs were the 1) lighting and noise effects study 2) closure of access roads and 3) re-vegetation of cat corridors. The Service did not consider these actions to be in accordance with section 7 (a)(1) but, instead believes that they are avoidance and minimization activities in accordance with section 7 (a)(2).

A Settlement Agreement and Order was filed on September 8, 2000.

The parties agreed to the following conditions. INS would prepare an EIS on Operation Rio Grande and will conduct a scoping process and issue a draft EIS for public comment. INS would complete section 7 formal consultation with the Service concerning the effects of Operation Rio Grande on endangered species in the McAllen Sector and INS could continue certain activities in the McAllen Sector while consultation was underway. INS will promptly provide plaintiffs= counsel with all completed

drafts of this biological opinion when received by the Service. INS would not undertake or authorize the installation or construction of additional fences, lights, new roads or boat ramps in the McAllen Sector. Nor would INS undertake or authorize the conversion of any currently deployed portable lights into permanent lights without approval from the plaintiffs. INS may not mow brush in the floodplain of the Rio Grande, nor clear, burn or drive through any brush or other vegetation in the floodplain of the Rio Grande, with the exceptions: 1) USBP may cut vegetation along the sides (slope) of the Rio Grande-USIBWC levees once a year, to a height no lower than 18 inches 2) if USIBWC does not mow vegetation as permitted by the May 6, 1993 biological opinion, the USBP may undertake this mowing, provided that (a) a written request is made to USIBWC, specifying the area to be mowed; (b) plaintiffs counsel is provided a copy in not less than ten days before mowing will commence; and 8) USIBWC provides written approval permitting the mowing. INS may maintain existing roads and boat ramps to allow ongoing law enforcement and monitoring efforts, including maintenance work for the levee road system in the McAllen Sector. For any such road or ramp maintenance projects, the USBP will satisfy its legal obligations under NEPA and the ESA consultation requirements before commencement of work. All 11 (14 as of this opinion) roads and/or trails that have been closed will remain blocked or closed and will not be used by INS. INS may install and use, passive, non-intrusive RVS in the McAllen Sector but prior to installation must satisfy legal obligations under NEPA and ESA. Within 30 days of Settlement, USBP would institute a thorough oral and written instruction program to instruct all personnel working on and near the levee road along the Rio Grande in the McAllen Sector on the duties imposed upon the INS by this Settlement Agreement and on obligations under ESA not to take, harm, injure or harass federally listed species, including ocelot and jaguarundi. The Service will be consulted in preparation and implementation of this program. INS would complete and ensure continued maintenance of V-shaped light shields on each light. INS will not utilize any temporary lights from the B&M Bridge to 1/4 mile past the Gateway Bridge, with the exception of one generator near a drainage pipe in this area. Only one of the lights from this generator will shine on the drainage pipe and others will shine across the river. No lights will illuminate the Lower Rio Grande NWR property or the National Audubon Society's Sabal Palm Sanctuary property with the exception of some ambient light near the Sanctuary which plaintiffs have permitted as part of the agreed-upon light adjustments. INS also agrees to ensure lights are repositioned in case of movement by weather conditions. If additional measures are necessary after the Record of Decision

and biological opinion is issued, INS will provide written notice to plaintiffs at least 14 days before such additional measures are taken and only after INS satisfies its legal obligations under NEPA and ESA before pursuing such measures. If they are deemed emergency measures, USBP will comply with emergency provisions under NEPA and ESA and will notify plaintiffs, through plaintiffs' counsel, as soon as possible.

The Service met with the Corps, PBS&J, and USBP on October 10, 2000 to discuss the lighting study. Information gathering and type of protocol was discussed with the Service.

A meeting was held in Brownsville with the USBP, PBS&J, US International Boundary and Water Commission (USIBWC), and the Service on October 30, 2000 to discuss methods to improve the cat corridor under the B&M and Gateway Bridges. The area is a bottleneck in the wildlife corridor due to lack of vegetation and narrowness. It was agreed that the following actions would be undertaken by USBP at the Gateway Bridge: 1) remove dirt on the north side of the road and build a vertical concrete wall up against bridge abutments, 2) build a gravel road approximately 10 feet wide along the wall, and 3) loosen soil from the road to the river and plant grasses that are shade tolerant under the bridge and lie down during a flood. In addition, the USIBWC will mow the grass, if required, to no less than 3 feet in height under the bridge.

Under the B&M Bridge: 1) USBP will gravel the road on the north side, roughly 10 feet wide, 2) USBP will loosen soil from road to river, as necessary, and plant grasses that are shade tolerant and will lie down during a flood, and 3) USIBWC will mow the grass, if required, to no less than 3 feet in height under the bridge and in a reasonable transition area.

From the Brownsville Public Utility Board (PUB) site to Gateway Bridge: 1) USBP will locate areas significantly lacking in vegetation within the wildlife corridor and existing light areas, 2) USBP will contact landowners in the area and obtain permission to till the soil and revegetate the area with grasses that will lie down during a flood event.

On January 11, 2001, the Service met with INS, USBP, Corps and PBS&J to discuss the lighting study. It was determined that the proposed study would not produce the necessary statistical results due to problems regarding equipment, number of cats, tracking of cat movement, and need for long term data collection.

The Service held a meeting at the Corpus Christi ESO on January

29, 2001, with representatives from the Corps, Brownsville, PUB, USIBWC, PBS&J, and Texas Parks and Wildlife Department (TPWD). The purpose of the meeting was to discuss the proposed Brownsville weir, Operation Rio Grande, USIBWC operations, and the additive impacts these projects may have on the wildlife corridor and the endangered cats. Different cat corridor routes were proposed to potentially reduce or replace the habitat loss that may result from these projects.

On April 11, 2001, via e-mail the Service provided a list of federally listed species for Starr, Hidalgo and Cameron counties to PBS&J consultants.

A public meeting was held by INS and the Corps on the Operation Rio Grande EIS on April 18, 2001, in McAllen, Texas. After the meeting and receiving comments, the Service received an updated project description from PBS&J dated April 24, 2001.

A conference call was held on May 5, 2001. Present were the Corps, PBS&J, and the Service. The draft BA and conservation measures to minimize impacts from Operation Rio Grande were discussed. To minimize impacts to listed cats and other species along the wildlife corridor, the USBP agreed to 1) work cooperatively with the Service to identify lighting sites that would use 450 watt bulbs instead of 1,000 watt bulbs, 2) use 450 watt bulbs at boat ramps and adjust lights to illuminate the ramp and not illuminate the brush, 3) mow only between October and February (outside the migratory bird nesting season) one time a year, 4) reduce the number of roads through the cat corridor and between the USIBWC levee and river to reduce fragmentation of the cat corridor, and 5) revegetate areas removed from USBP patrols and access.

The Service received a letter from INS on July 20, 2001 with a summary of the proposed mitigation measures for the EIS and a draft BA.

On August 9, 2001, the Service had a meeting with the Corps and PBS&J to discuss avoidance and minimization measures to be outlined in the BA. The Service recommended additional measures. Representatives of the Corps and PBS&J were to present them to INS and inform the Service if the changes were acceptable.

On September 27, 2001, the Service sent INS a letter requesting a final BO. On February 11, 2002, the Service received a final BA.

On September 18, 2002, the Corps submitted an addendum to the BA. The changes addressed concerns regarding noise generated from boat and traffic and portable lights. The Service issued a Draft

BO to the Corps on July 12, 2002 for review and comments.

In a letter dated September 5, 2002, the INS acknowledged receipt of the Draft BO and that the INS, USBP, and the Corps had reviewed the document and had attached their comments and presented their proposed modifications. The Service reviewed the comments and modifications and have incorporated the appropriate changes in this final version.

## BIOLOGICAL OPINION

### I. Description of Proposed Action

Six project actions are proposed: lighting (permanent and portable), improvement of existing roads, fencing, boat ramps, remote video surveillance (RVS), and mowing of vegetation. The actions are intended to assist the USBP in reducing the influx of illegal immigration and drugs into the McAllen Sector Border Stations (Figure 1-1), especially into towns; increase arrests of those not deterred; increase safety for operations by USBP agents; and decrease the risk from drowning as victims attempt to cross the river and/or irrigation canals.

The INS divided the project area into six stations that comprise the McAllen Sector relative to Operation Rio Grande. The six stations included Rio Grande City, McAllen, Mercedes, Harlingen, Brownsville, and Port Isabel (Figures 1-2, 1-3, 1-4 1-5, 1-6, and 1-7 respectively). The study area was a slightly larger area and encompassed the project area. The Service has defined the action area to be all areas in the U.S. and Mexico within 2 miles of the Rio Grande from 1.6 miles downstream of Falcon Dam to River Mile 25.6, east of Brownsville .

The following actions are proposed at the six USBP stations in the McAllen Sector.

#### *Lighting*

The Harlingen, Brownsville, and Port Isabel stations currently have portable lighting and the Brownsville Station currently has permanent lighting as agreed to in the lawsuit (Defenders of Wildlife et al. V. INS, Corps, Doris Meissner). No new lighting is proposed for the Brownsville and Port Isabel stations and only permanent lighting is proposed for the Harlingen Station. However, current permanent/portable lighting at these three stations were addressed in the BA.

The permanent lighting will be stadium-type lights on approximately 30-foot (ft) poles with two to four lights per

pole. Each light will have a range of 450 to 1000 watts. Wooden poles, encased in concrete and steel culverts will most often be used, although steel poles with concrete footings may also be used. The poles may be existing poles or poles may need to be installed. Electricity will be run in overhead lines except near Hidalgo, where all electrical lines will be underground. Some of the light poles at the Harlingen Station may be placed on the river side of the USIBWC levee. This will require coordination with and approval of the USIBWC. Portable lights are run by diesel engines and have an adjustable pole with four 450 to 1000-watt light bulbs. The portable lights are approximately 500 to 600 feet (ft) apart. The illumination from the portable lights does not overlap, leaving areas of darkness between them.

#### *Roads*

Road improvements/upgrades will entail grading existing roads within existing rights-of-way (ROW) and resurfacing with crushed caliche or comparable road material to provide all-weather driving conditions. In coordination with the Service, on November 17, 1999 various roads and/or trails on NWR property were closed off with metal posts and barbed wire. At the Port Isabel Station, 14 roads or trails on NWR property were closed and will no longer be traversed by USBP vehicles. These areas revegetated naturally and resulted in a gain of 13 acres of restored cat habitat. In the Brownsville area, all but three roads leading from the levee to the river were closed, as was the golf course area down river from the Gateway Bridge with the exception of the road nearest the river.

#### *Fencing*

Fencing will be included only in parts of the Brownsville and Port Isabel stations. Border fences will be located mostly in urbanized areas near the Port of Entry (POE). The proposed fencing is 10-ft high chain-link.

#### *Boat Ramps*

Boat ramps will typically be constructed of earth and aggregate and/or concrete. Boat ramps will consist of a concrete ramp and, possibly, a concrete pad and a light to allow the ramp to be used at night. Any lights used at the boat ramps will be approved by the Service. All but two of the proposed boat ramps are at sites currently in use by the landowner and/or the general public. Therefore, very little vegetation removal will be required. The USIBWC and Corps will also be coordinated on location and design.

#### *Mowing*

Mowing will occur only at the Brownsville Station. In addition to the single mowing conducted by the USIBWC in June/July of each

year, the USBP proposes to mow in February/March and October/November each year. If the USIBWC fails to perform its annual mowing, the USBP proposes to do it instead. However, after discussion, the USBP has agreed to reduce the request for up to three mowings to only one mowing per year in addition to the USIBWC allotted mowing in June/July. The USBP will implement one mowing per year in addition to June/July mowing customarily performed by the USIBWC.

#### *RVS*

There are 54 proposed RVS sites. RVS which may include low-light-level cameras, long-range infrared systems, slow-scan cameras, and ancillary support facilities, will be mounted on (b) (7)(E) ft poles, approximately 3 ft in diameter. Power will be by overhead lines from the nearest available source or from solar panels. No noise will be generated from the RVS. Pole placement will require an approximately 4-ft diameter, (b) (7)(E) deep hole drilled by an auger, and concrete placed in the hole and around the pole to anchor it in the ground. Each camera will have a wide field of view and will be used both day and night. A transmitter will convey the signals back to the USBP stations. Effective range will be (b) (7)(E). Expected impacts from the proposed RVS sites were covered in the BA, but, for security reasons, the locations were not disclosed. However, Service biologists accompanied USBP representatives to the proposed sites and were able to provide recommendations on the placement of the RVS.

The following is a more detailed description of the activities that are proposed for each station. Tables 1-6 outline and summarize proposed actions by each station.

#### Rio Grande City Station

Two POEs occur in the Rio Grande City Station: Roma and Rio Grande City.

#### Roma POE

Approximately 2 miles of permanent lighting are proposed for 1 mile on either side of the Roma POE, in residential areas and along U.S. Highway 83. The lighting will be located on the fringe areas between neighborhoods and the river, as well as areas totally devoid of light. Existing poles will be utilized for much of the project, with each pole supporting two 1,000-watt lights. The poles will be spaced not more than 400 ft apart to prevent gaps in illumination. The USBP has worked with the Service regarding pole placement and direction of lighting. The Service, with close coordination from the USBP, will have final

review on the final placement and direction of lighting. Four boat ramps are proposed at Chapeño, Salineño Fronton, and Ramirez Fields. Chapeño, the most westerly, is approximately (b) (7)(E) miles down river from Falcon Dam; Salineño is approximately (b) (7)(E) miles down river of Chapeño; Fronton is approximately (b) (7)(E) miles upriver of the Roma POE; and Ramirez Fields is approximately (b) (7)(E) miles down river of the Roma POE. All of these boat ramps are currently used by the landowner/general public/USBP.

#### Rio Grande City POE

Approximately 1.5 miles of permanent lighting will be located along the river, a 0.5-mile stretch of lights upriver from the Rio Grande City POE and 1 mile down river of the POE to Los Olmos Creek. A total of 21 poles will be used; 4 on the upriver stretch and 17 on the down river stretch. Each pole will support two lights, and will be spaced not more than 400 ft apart to prevent gaps in the coverage, and the lights will each be 1,000 watts. The Service will have final approval on the location and direction of the lighting.

Two existing boat ramps will be used by USBP. The Fort Ringgold boat ramp is located approximately (b) (7)(E) mile up river of the Rio Grande City POE, the Los Puertos Farms boat ramp is located approximately (b) (7)(E) miles down river of the POE. Both are currently used by the landowner/general public/USBP.

In addition to the permanent lighting and boat ramps, 20 RVS sites are planned for the Roma and Rio Grande City areas.

#### McAllen Station

The Hidalgo POE, occurs in the area covered by the McAllen Station. Project activities are also proposed in some other areas. Near Abram, between Farm-to-Market Road (FM) 1427 and FM 2062, approximately 1.2 miles of road improvement is proposed. Also, approximately 1 mile of permanent lighting will be located south of Granjeño on the north side of the USIBWC levee and shine on the levee. Approximately 8 poles will be used in this area. Each pole will be approximately 500 ft apart and support two 400-watt lights. The Service will have final approval on the location and direction of the lighting.

At Hidalgo, approximately 3 miles of permanent lighting is proposed, 1.5 miles on either side of the Hidalgo POE. Approximately 25 poles will be utilized, approximately 500 ft apart, and almost all having two lights. Approximately 37 of the lights will be 400 watts and 10 will be 1,000 watts. Where these lights are near brush, they will be located on the side of the

USIBWC flood control levee away from the river, with the lights shining on the levee. Near agriculture fields, the lights may shine on the fields. All electrical lines will be underground. Road improvements are proposed from approximately 3.6 miles upriver to 1.6 miles downriver of the POE, including on top of the USIBWC levee.

Two boat ramps will be used, one at the Pharr-San Juan-Alamo Pumping Station and the other (Schuler's boat ramp) outside of the Santa Ana NWR. The boat ramp at the pumping station has recently been filled with earth and rubble, thus rendering it currently unusable. Schuler's boat ramp is currently used by the landowner/general public. The roads to these boat ramps (approximately 1.3 miles) will be improved.

Fourteen RVS sites are planned for the McAllen Station.

#### Mercedes Station

One POE, Progresso, occurs within the station. Permanent lights are proposed along the USIBWC levee upriver of the POE for approximately 7.6 miles between the Donna Pump Station and Fuller Road and from approximately 1 mile upriver to 2.5 miles downriver of the POE. Lights may shine on the fields and not on the levee.

The placement of the lights will be intermittent, allowing for areas of darkness. Approximately 100 poles will be used, varying from 118 to 300 ft apart, with 400-watt bulbs and illumination out to 190 ft.

Approximately 30 miles of road improvements are proposed, including the USIBWC levee, field roads, and access roads to the boat ramps. Three boat ramps will be used in the Mercedes Station. The most westerly is the Retamal boat ramp just upriver of the Retamal Dam. The second boat ramp is located just downriver of the Progresso POE, while the third and most easterly is located just downriver of the Willacy Pump Station. The Retamal and Willacy Pump boat ramps are currently in use by the landowner/general public. Some vegetation removal may be required. The site of the Progresso boat ramp is not currently in use as a boat ramp and is not disturbed. Earth-moving activities and vegetation removal will be involved.

Ten RVS sites are planned.

#### Harlingen Station

One POE, Los Indios, occurs in the area. As agreed to by the plaintiffs, approximately 7.6 miles of portable lighting (43

lights) are currently in use at the Harlingen Station. An unknown number of these portable lights may, in the future, be replaced by permanent lights. The final placement of lights and the angle and direction of the lighting were approved by the Service. In addition to the portable lighting, approximately 1.7 miles of permanent lighting is proposed along the USIBWC levee south of Los Indios. Thirteen poles will be used, spaced approximately 500 ft apart. Each pole will have two lights with 1,000-watt bulbs, except at Cantu Road where the bulbs will be 500-watts. The lights will shine largely on the USIBWC levee. The illumination from each pole is not expected to overlap; thus areas of darkness will occur.

Approximately 16 miles of road improvements are proposed along the USIBWC levee and feeder roads that lead up to the levee.

Three boat ramps will be used. The most westerly, Galveston Bend, is located approximately (b) (7)(E) miles southwest of Venadito. The second is Garza Sandpit, located approximately (b) (7)(E) miles south of El Calaboz, and the most easterly is Monk's Landing, located approximately (b) (7)(E) miles south of Ranchito. All three boat ramps currently exist and only a small amount of vegetation clearing at each boat ramp site will be required.

Ten RVS sites are planned.

#### Brownsville Station

There are two POEs within the Brownsville Station: the B&M Bridge and the Gateway Bridge, both in Brownsville. A third POE, the Los Tomates Bridge, is the dividing line between the Brownsville and Port Isabel stations.

Altogether, 79 portable lights along a 13-mile stretch of the border and another 1.5 miles of permanent lighting are currently in use, as agreed to under the lawsuit. No new lighting is proposed. The permanent lighting consists of a string of 30 poles placed intermittently along an approximately 1.5 mile stretch from Amigoland Pump downriver to the historical monument at Fort Brown. Each permanent light consists of two 1,000-watt light bulbs, while each portable light consists of four 1,000-watt light bulbs. Each permanent or temporary light illuminates a linear distance of roughly 315 ft. The average distance between the permanent light poles is 300 ft, while the portable lights are approximately 500 to 600 ft apart. The illumination from the portable lights does not overlap, leaving areas of darkness between them. While an unknown number of these portable lights may, in the future, be replaced by permanent lights, no

new lighting is proposed at present. The Service approved the final placement of the lights and the angle and direction of the lighting.

Approximately 19 miles of road improvements are proposed, mostly on the USIBWC and Mathers levees.

Five boat ramps are proposed: Barreda Pump boat ramp on Barreda Pump Bend; Flor de Mayo and Galaxia boat ramps, on Lloyd Bens south of Villa Nueva; Gun Range boat ramp along the Mathers levee; and a ramp near the Amigoland Pump Station, just upriver of the B&M Bridge. All five boat ramps currently exist and some vegetation removal may be required.

Approximately 3.8 miles of fencing is proposed: along the Mathers levee between Palm Boulevard and the B&M Bridge; between the B&M Bridge and Gateway bridges; along the USIBWC levee between the Gateway and Los Tomates bridges. All fencing will be on the inland side of the levees, on the outside edge of the levee easements.

The mowing covers an area from the extension of Palm Boulevard to 7 river miles downriver. Currently, the USIBWC mows this area once a year between June/July and October. The USBP proposed two additional mowings once in February/March and once October/November, however, has agreed to one mowing per year in addition to the June/July mowing customarily performed by USIBWC.

No mowing will occur in NWR tracts.

#### Port Isabel Station

The Los Tomates POE is located at the dividing line between the Brownsville and Port Isabel stations. Currently, 64 portable lights are spread over approximately 11 miles of levee and feeder roads are in operation between the Los Tomates Bridge and Oklahoma Boulevard. Apart from the lighting at the U.S. Customs Compound, no permanent lighting currently exists at the Port Isabel Station. An unknown number of portable lights may, in the future, be replaced by permanent lights, but no new lighting is proposed at present. The Service had final approval over the placement of lights and the direction of illumination.

Approximately 16 miles of road improvement along levees and existing roads is proposed including existing roads to the boat ramps. Approximately 1.6 miles of fencing is proposed along the USIBWC levee.

Four boat ramps are proposed. The most westerly is Santa Rosalina, roughly (b) (7)(E) mile downstream from the Los Tomates

Bridge. The second (Broken Windmill) and third (Southpoint) are in the central portion of the project area, while the fourth and most easterly (Loops Farm Boat Ramp) is approximately (b) (7)(E) miles southeast of Kellers Corner. All four boat ramps currently exist and some vegetation removal may be required.

### Conservation Measures

The USBP, in close coordination with the Service and plaintiffs, has undertaken a major effort to avoid and/or minimize the impacts of the proposed action. To avoid and minimize impacts to the ocelot and jaguarundi from Operation Rio Grande, the USBP will implement the following measures:

#### Avoidance

The USBP has avoided impacts to the extent possible by eliminating some of the proposed actions. The number of lights originally proposed at the Rio Grande City Station were reduced.

At least one boat ramp was eliminated and no new roads will be built. Mowings will be limited to October/November and February, if possible, to avoid kitten season for the two species of cats.

#### Minimization

##### *Lights*

The USBP has adjusted placement, angle, and direction of lights currently in operation, and the areas to be illuminated to the satisfaction of the Service, including placing metal bands or shields across the lights to exclude certain areas from illumination. Thus, the lights now shine on existing levees and access roads or across agriculture fields and not on the brush vegetation. The lights near NWR tracts and the Sabal Palm Sanctuary were relocated and redirected so that no lights shine on these properties after nightfall. The USBP will continue to request that the Service examine the placement of lights in the McAllen Sector associated with Operation Rio Grande and adjust, redirect, dim, move, or remove any light that will impact the ocelot or jaguarundi. The USBP will utilize lower-wattage bulbs at identified sites and will continue to replace sodium vapor light bulbs with less obtrusive bulbs. The USBP will also continue to work with the Service to replace lighting by use of RVS at appropriate sites.

##### *Boat ramps*

Several boat ramps have been moved to previously disturbed areas to minimize brush clearing. Thus, of the 23 proposed ramps, only one, just downstream of the Progreso POE, is in an undisturbed area. Lights used at the boat ramps will shine on the boat

ramps, not surrounding vegetation. Lights will consist of 450-watt light bulbs with electric timer mechanisms and manual switches to illuminate the ramps for only short periods of time during embarking and docking procedures.

#### *RVS*

To minimize the impact on vegetation, particularly brushy vegetation, the proposed RVS towers were located in agriculture fields or attached to existing structures. No brush will be removed as a result of the proposed RVS sites. Coordination between the Service and USBP will be initiated if potential observations of endangered cats are documented by use of night-vision RVS.

#### *Fencing*

Border fencing will be limited to the Brownsville and Port Isabel stations. The fences will be located in urbanized areas near the POEs.

#### *Roads*

Impacts will be minimized by improving existing, well-traveled levee and agricultural field roads rather than constructing new roads. The USBP has made an effort to rectify some of the damage on NWR lands caused by USBP and other vehicular traffic and the passage of illegal aliens. On November 1999, 14 roads and/or trails on NWR lands were closed off with metal posts and barbed wire. Vegetation has grown back in many cases. Additionally, when illegal traffic has ceased or been significantly slowed, USBP agents will remove the debris left behind to help return the site to its original state.

#### *Mowing*

The USBP commits to continued coordination with the USIBWC on any actions that occur in locations under USIBWC jurisdiction. If additional mowings become necessary outside the proposed time periods they will be coordinated with the USIBWC and the Service.

#### *Fire management*

If USBP agents spot fires they will notify the Service Fire Management Officer.

Under a Memorandum of Understanding (MOU) between the Service and USIBWC dated June 10, 1996, the Service established a 33-ft-wide vegetation corridor along the banks of the Rio Grande along a 34-mile stretch in the Brownsville area between river miles 28 and 62. Although the operations and maintenance are site-specific, the existing 75 ft cleared strip is maintained along the water's edge at the low banks and the wildlife dispersal corridor is

generally inland of the cleared strip.

The actions outlined below will provide a needed link in the wildlife corridor in an area where very little vegetation currently occurs, while allowing the needs of the USIBWC to be met and providing much of the deterrent potential desired by the USBP.

#### Gateway Bridge

1. USBP will remove dirt adjacent to and on the north side of the existing road and build a vertical concrete retaining wall up against the existing bridge abutments. USBP will submit conceptual plans for the vertical retaining wall and roadway beneath the Gateway Bridge to the USIBWC and TxDOT for review and approval under the authority of the 1970 Boundary Treaty. To allow time for review by both sections of the USIBWC, this submittal will be provided to the USIBWC at least 6 weeks prior to the date on which the USBP must confirm the acceptability of the plans.

2. USBP will move the existing gravel road next to the wall so that it is farther away from the river. The road will be approximately 10 ft. wide.

3. USBP will loosen the soil between the newly located road and the river, as necessary, and plant native or other shade-tolerant grasses that will lie down during a flood. The USIBWC accepts Johnsongrass as acceptable vegetation within the limited vegetated travel corridor through this extremely restricted reach of the Rio Grande, on the basis that it will lie down during flood flows. Other native grasses, and/or sunflower or ~~Asunflower-like~~ vegetation, would also be acceptable. The soil loosening and vegetation planting will be done one time.

The USIBWC will consider the vegetated floodplain located adjacent to the channel and beneath the bridge, and the transition areas in the floodplain beyond the bridge, to be a limited vegetated travel corridor. Transition areas will be allowed both upstream and downstream of the bridge, and will serve the purpose of maintaining continuous vegetation cover for wildlife as it travels from the vegetated channel slopes to the vegetated floodplain beneath the bridge. The length of each transition area, measured along the channel, will not exceed 50 ft.

#### B&M Bridge

USBP will gravel the road on the north side, roughly 10 ft. wide.

USBP will loosen soil from this road to the river, as necessary, and plant Johnsongrass or native shade-tolerant grasses that will lie down during a flood, phasing into existing vegetation. Other native grasses, and sunflower and sunflower-like vegetation, would also be acceptable. As for the Gateway Bridge, the soil loosening and vegetation planting under the B&M Bridge will be done one time.

The USIBWC will consider the vegetated floodplain located adjacent to the channel and beneath the bridge, and transition areas in the floodplain beyond the bridge, to be a limited vegetated travel corridor. Transition areas will be allowed both upstream and downstream of the bridge, and will serve the purpose of maintaining continuous vegetation cover for wildlife as it travels from the vegetated channel slopes to the vegetated floodplain beneath the bridge. The length of each transition area, measured along the channel, will not exceed 50ft.

Along the reach of the channel containing the bridge and the transition areas, the USIBWC reserves the right to annually mow vegetation from the water's edge to the low bank, and the areas of the USBP roadway, if it supports vegetation. Beyond the bridge and transition areas, the USIBWC reserves the right to annually mow vegetation in a 75-ft-wide strip from the water's edge as allowed for Segment F (Gateway and B&M bridges) as described and analyzed in a May 6, 1993 biological opinion (Consultation number 2-11-91-F-144) issued to the USIBWC.

Within the limited vegetated travel corridor consisting of the floodplain areas beneath the bridge and the transition areas, the USIBWC will allow the USBP to plant and maintain vegetation exhibiting a Manning's roughness coefficient (n) of no greater than 0.05 (e.g., native grasses, sunflower, some cactus species).

In the event that mowing is required during the June through August flood period, the USIBWC may selectively mow the vegetation exceeding 3 ft in height during the flood period to achieve a roughness coefficient of no greater than 0.05, but not remove the vegetation to less than 3 ft above ground level. The USIBWC may selectively and completely remove from this area vegetation that will produce a Manning's roughness coefficient greater than 0.05; this will include any vegetation that will not lie down during passage of flood flows over the floodplain.

## II. Status of the Species/Critical Habitat

### Ocelot

## A. Species/critical habitat description

The ocelot occupies a variety of habitats throughout its neotropical range including tropical and subtropical forests, riverine forests, swampy savannahs, estuarine mangroves, rocky areas, and upland forests (NFWL, 1980b; Tewes and Schmidly, 1987; Murray and Gardner, 1997). In Texas, however, ocelots inhabit dense, often thorny and impenetrable brush, mesquite-oak and oak forests, and partially cleared land (NFWL, 1980b; Navarro, 1985). Shindle and Tewes (1998) found granjeno (Celtis pallida), crucita (Eupatorium odoratum), Berlandier fiddlewood (Citharexylum berlandieri), honey mesquite (Prosopis glandulosa), desert olive (Forestiera angustifolia), snake-eyes (Phavlothamnus spinescens), colima (Zanthoxylum fagara), whitebrush (Aloysia gratissima), brasil (Condalia hookeri), and lotebush (Ziziphus obtusifolia) to be dominant brush species of ocelot habitat in the Tamaulipan biotic community.

Tamaulipan brushland is a unique ecosystem, found only in south Texas and northeastern Mexico. Characteristic vegetation of Tamaulipan brushland is dense and thorny. The most luxuriant brush is found on alluvial soil of the Rio Grande floodplain (Blair 1950). Since the early 1900's, 95% of native Tamaulipan brushland has been cleared for agriculture, urban development, road developments and expansions, and recreation. In riparian areas, 99% of native brush has been destroyed.

The ocelot and jaguarundi require dense brushy cover, especially that occurring as a thick understory between ground level and a height of approximately 1.5 meters (Tewes 1987). Both cats are reported from such habitat where it occurs along watercourses, and both will readily enter the water (Goodwyn 1970; Tewes 1987), but it is unclear if this proximity to water is a habitat requisite or simply an indication of where dense cover is most likely to occur. In Mexico, ocelot habitat use was 97.6% mature forest and 2.4% pasture-grassland (Caso, 1994). Tewes (1987) states such vegetation is most likely to occur on clay soils in the Lower Rio Grande Valley, but also in the sandy soils to the north. Tewes and Everett (1987) classified ocelot habitat in Texas according to the amount of foliar canopy. Class A or optimal habitat was 95% canopy cover, Class B or suboptimal habitat was 75% to 95% canopy cover, and Class C, with 75% or less canopy cover, was considered inadequate. The most critical habitat component is probably dense cover near the ground (<3 ft. in height) (Tewes, 1986). He adds the optimal habitat (that having a shrub layer canopy cover of 95 percent or greater) is now very scarce in south Texas. Tewes and Everett (1987) estimated only 25,936 acres (10,496

hectares) of optimal cat habitat remained in the State's southernmost 13 counties. Including suboptimal habitat, the Service (USFWS 1990) believes less than 50,000 acres (20,000 hectares) of total habitat are still available, and at least 100,000 acres (40,000 hectares) of brush must be properly managed along the Rio Grande Valley to salvage this important resource. Approximately 1.6% of the land area in south Texas now supports this type of habitat (Tewes and Everett, 1987).

## B. Life history

Ocelots can produce young year round and have a gestation of about 80 days (Eaton 1977; Laack 1991). Litters contain 1, 2, and rarely 3 kittens (Eaton 1977, Mondolfi 1986, Laack 1991, Bragin 1999). Den sites are usually well hidden and include dense, thorny scrub, caves, hollows in trees or logs, and grass tussocks (Petrides et al., 1951; Navarro, 1985; Tewes, 1986; Laack 1991; Tewes and Schmidly, 1987). The mother provides extended parental care to the young because it takes time for them to become proficient at capturing prey. Males are believed to contribute little to direct parental care (Tewes, 1986, Laack 1991).

A number of studies have looked at the home range size of ocelots in Texas and Mexico, with home range size generally varying from 2-18 km<sup>2</sup>. Mean home range sizes for different Texas and Mexico ocelot studies:

Caso (1994)- 8.12 km<sup>2</sup> for males, 9.60 km<sup>2</sup> for females  
Laack (1991)- 6.25 km<sup>2</sup> for males, 2.87 km<sup>2</sup> for females  
Navarro-Lopez (1985)- 2.52 km<sup>2</sup> for males, 2.07 km<sup>2</sup> for females  
Tewes (1986)- 17.67 km<sup>2</sup> for males, 11.04 km<sup>2</sup> for females

Adults of both sexes tend to have home ranges exclusive of other adult individuals of the same sex, but there is considerable home range overlap between the sexes (Emmons 1988, Laack 1991). Adult males have larger home ranges than adult females. The home ranges of subadult males and females tends to be similar in size to the home ranges of adult females until dispersal (Laack 1991).

Dispersing individuals are common within the Texas population. Laack (1991) found that 9 ocelots dispersed from their natal ranges between the ages of 14 to 39 months. Ocelots dispersed an average of 6.4 km from their natal ranges (Laack 1991). The record dispersal for an ocelot in Texas is a young adult male who moved 27 miles before being killed by a vehicle (Tewes and Laack, unpubl. data). Young males always disperse from their natal areas, while young females may or may not leave their natal area

(Laack 1991).

The ocelot is primarily nocturnal, although some diurnal activity has been recorded (Navarro, 1985; Tewes, 1986; Tewes and Schmidly, 1987; Laack 1991, Caso 1994). Navarro (1985) found ocelots in Texas to have two peaks of activity, one at about midnight and the other at daybreak. Ocelots eat a wide variety of prey, but mammals, especially rodents, make up the bulk of their diet (Bisbal 1986, Emmons 1987, Tewes et al. 1998). Other items include marsupials, monkeys, rabbits, bats, feral hogs, reptiles, fish and crabs (Emmons 1987, Ludlow and Sunquist 1987, de Villa Meza 1997, Tewes et al. 1998).

### C. Population dynamics

Tewes and Everett (1986) based a crude estimate of the total ocelot population size in south Texas of 80 to 120 individuals upon an aerial survey of brush habitat and knowledge gained from following the movements of radio-collared ocelots trapped in or near Laguna Atascosa NWR. Tewes (1989) believed that the Laguna Atascosa NWR population contained about 35 ocelots, but his crude estimate of the total population remains unchanged for want of sufficient vegetational surveys and trapping programs outside the heavily studied Laguna Atascosa NWR area (Tewes 1992). Laack (2001) currently estimates the south Texas population to be 50 to 100 individuals. Approximately 30 to 40 ocelots occurs on and near the Laguna Atascosa NWR in Cameron County (Laack, 2001).

### D. Status and distribution

Historically, the ocelot occurred in Arkansas, Arizona, southern California, Texas, Mexico and south through Central and South America to Peru, Uruguay, and northern Argentina (Navarro, 1985). Today it ranges from Arizona and Texas through Central and South America to northern Argentina, but in reduced numbers (Tewes and Everett, 1987; Emmons, 1990; Murray and Gardner, 1997). An estimated 1.5 to 3 million ocelots occur in forested South America (Emmons, in litt. 1993 at <http://lynx.ui o. no/catfolk/ocel ot05. htm> May 2001). A number of ocelots are known to occur in Willacy and Kenedy counties (Navarro 1985). They occur on private-land with limited access, so their total numbers are unknown.

The ocelot once occurred in the eastern, central and southern portions of Texas but currently only exists in the extreme south of the state (Davis and Schmidly, 1994). As a first step to determining the status of the ocelot in Texas, a clearinghouse for ocelot (and jaguarundi) sightings was established in October

1981 to coordinate reception and filing of reports. A total of 1,572 questionnaires was mailed to trappers to obtain additional information; of these, 472 (30%) were returned and 87 (6%) contained positive responses (Tewes and Everett, 1987). In past 20 years, ocelots have only been documented in Cameron, Hidalgo, Willacy and Kenedy counties. Ocelots still occur on the Gonzales Ranch near Port Mansfield in Willacy County (Tewes, 2001). One or two ocelots apparently occur at the Santa Ana NWR (Benn, 1997; Laack, 1998) and one pair of ocelots had territories near the Arroyo Colorado in Cameron (Laack, 1998). Ocelots have been sighted at the NAS= Sabal Palm Grove Sanctuary (Homerstad, 1986); and at the Loma de Grulla complex north of Laguna Vista, at Moranco Blanco, and at Redhead Ridge (Tewes, 1987). Ocelot sightings have also been reported from the Lower Rio Grande Valley NWR. An ocelot was sighted at TPWD=s Resaca de la Palma, also in Cameron County, on September 2000 (Benn, 2001). In addition, Laack and Rappole (1986, 1987a), Tewes (1987, 1992) and Homerstad (1987) have documented several other ocelot sightings in Cameron County. The closest ocelot population in Mexico is near San Fernando, approximately 100 miles south of the U.S.-Mexico border (Laack, 2001).

Figure 1-8 depicts both the northern boundary of the ocelot=s range in Texas (Tewes and Everett 1986, USFWS 1987) and those areas that are known to contain occupied ocelot habitat (Tewes and Laack 1989, USFWS 1990). Of course, if only 120 or fewer ocelots exist in the present range, most of that range is unoccupied permanently. The actual area of known ocelot occupancy though is more accurately described by Tewes and Laack (1989) who show occupied habitat, suspected travel corridors, and areas within 10 miles of known territories and confirmed sightings.

It is difficult to document the presence of either endangered cat in south Texas. This circumstance is true even in areas where experts consider the ocelot=s presence likely. Live-trapping efforts at Laguna Atascosa NWR, with the greatest known concentration of ocelots in south Texas, produced over the period 1982-1984 44 captures from a total of 7,180 nights of trapping (Tewes and Everett 1987, Rappole 1985), for an average of 163 nights of trapping per capture. In this same study area from 1985-1987, there were 54 captures in 4701 trap-nights, averaging 1 ocelot/87 trap nights (Laack 1991). In Mexico, the ocelot capture rate is 1 cat per 656 trap-nights (Caso, 1994).

#### Reasons for Decline

Both the ocelot and jaguarundi are listed as endangered in Texas, Arizona, Mexico and Central and South America (USFWS 1987). The

ocelot is listed as endangered throughout its entire range (USFWS, 1995, 1999). Habitat alteration and loss due to brush clearing are the primary reasons for their decline. Never abundant and seldom trapped or killed intentionally in south Texas, these cats were at least historically taken incidentally during the hunting, trapping, and poisoning of coyotes, bobcats, and other predators (Tewes and Everett 1986, USFWS 1990). An ocelot found dead in December 1991 was the victim of poisoning (Laack 1992). In 1999, an ocelot was shot by an archery hunter who misidentified it as a bobcat. In Central and South America, exploitation for the fur and pet trade is primarily responsible for population declines (NFWL, 1980b; USFWS, 1995).

Human population increases and associated urban expansion in Lower Rio Grande Valley have resulted in brush clearing and increased pollution (USFWS 1986). Industrialization has degraded water quality (USFWS 1986; Edwards and Contreras-Balderas). Brushland habitats have been converted to rangeland with herbicides (Bontrager et al. 1979), root plowing and fire (Hanselka 1980).

Brush clearing is an ongoing activity in south Texas. Tewes (1987) claims that only a fraction of the less than five percent of original native vegetation remaining in the Lower Rio Grande Valley is optimal habitat for the cats. Rappole (1986) states only 4,942 acres (2,000 hectares) of the dense thickets preferred by ocelots remain in Texas. The average home range of ocelots, as determined from monitoring radio-collared individuals, is 4,366 acre (1,767 hectares) for adult males and 2,728 acres (1,104 hectares) for adult females (USFWS 1990). Optimum ocelot habitat outside Laguna Atascosa NWR occurs in widely separated tracts that are frequently smaller than 247 acres (100 hectares) each. Likely, most ocelot use occurs in suboptimal habitat. Most of these less than optimal habitats are utilized as travel corridors between islands of optimal habitat, and are becoming increasingly important as routes for dispersal and genetic exchange among the population centers in south Texas and across the Rio Grande in Mexico (Tewes 1987, USFWS 1988). Monitoring of collared individuals has shown that only dispersal ocelots will move as much as 10 miles outside their home ranges temporarily (Tewes 1990). Non-dispersing individuals seldom stray more than 3 miles from their home ranges (Tewes 1992, Laack 1992). Ocelots will seldom cross an open field, even at night, and thus in the heavily agriculturalized parts of the Lower Rio Grande Valley its travel corridors are often along fence lines (Tewes 1990) and other narrow corridors of vegetation (Navarro 1985, Tewes 1986). Tewes and Miller (1987) suggested that several factors, including habitat islands

saturated with resident ocelots, frustrated dispersal, and offspring that fail to leave parental home ranges, may indicate the possibility of inbreeding. Walker (1997) found that the level of genetic variation seen in ocelots in Texas was considerably less than the variation in northern Mexico.

More than 100 pesticides are used on agriculture crops. These substances are incorporated into the food chain and are harmful or fatal to terrestrial and aquatic organisms. Agriculture pesticides are used year-round in Lower Rio Grande Valley, and drift and overspray from aerial applications occur periodically on National Wildlife Refuge lands. In the Lower Rio Grande Valley, runoff from cultivated fields may concentrate pesticides and herbicides in permanent bodies of water. Past pesticide use, both the types of chemical compounds and application rates, has been extensive and heavy in the Lower Rio Grande Valley. Despite some legislative controls, present use continues to threaten native flora and fauna. As a result, pesticide accumulation in the biota remains a major concern in management of the Tamaulipan brushland. DDE, PCBs and Hg have been detected in ocelot blood and hair samples at low concentration (Mora 2000).

Although habitat loss in south Texas is mainly attributable to agricultural and urban expansion (Tewes 1987), other contributing factors include human modifications of the Rio Grande which include: dams and reservoirs for flood control and hydroelectric power, floodway systems that remove water from the stream channel during peak flows; water diversions for irrigation, municipal, and industrial usage; and channel restriction and canalization (Shideler 1985; Judd 1985b). Before flood control works were undertaken from 1900 to 1923, the Rio Grande overflowed 23 times (Ramirez 1986). Drainage projects which, because they frequently follow watercourses, often remove the dense brush associated with the watercourses. Flood control projects affect riparian brush by clearing it from drainage ditches because it impedes flood flows. Dams have been another major cause of riparian destruction. Water development, both for flood control and municipal use, has resulted in extensive clearing of brush, alteration of riparian habitats, and changes in water flow on the Rio Grande (Ramirez 1986).

In the wake of closer economic integration between the United States and Mexico, and with the passage of the North American Free Trade Agreement (NAFTA), there is increasing pressure on border crossing highways and bridge infrastructure in the Texas/Mexico border region. Local population growth, rapid industrialization on the Mexican side of the border and increased economic integration between the U.S. and Mexico has placed

strains on road and bridge infrastructure in the Lower Rio Grande Valley. At several locations in the construction of new and proposed bridges and approach roads poses potential adverse effects on efforts to protect the scarce remaining riparian wildlife habitat and on efforts to maintain an adequate flood protection system.

Since the mid-1980's, Frontera Audubon and other organizations in the Valley have become increasingly concerned about the number and location of proposed new international bridge and rail crossings and the direct adverse effects these crossings might have on parcels of the Lower Rio Grande Valley National Wildlife Refuge and the Wildlife Corridor project. A related concern is the effect of locating approach roads and other bridge-related facilities in the Rio Grande floodplain. Frontera and others are concerned that this practice could lead to increased pressure on the USIBWC to clear habitat from other portions of the floodplain in order to maintain adequate levels of flood protection.

In Hidalgo County, there are three (3) existing bridges within a 20-mile span along the river (Progreso, Pharr and Hidalgo). Four (4) more crossings are proposed to be built between Los Ebanos and Progreso (Los Ebanos, Anzalduas, Mission and Donna).

The Anzalduas bridge Presidential Permit has been approved and construction would start within a year or two; located only about 4 miles west of the existing Hidalgo Bridge and 8 miles west of the Pharr/Reynosa Bridge. Similarly, in Cameron County, there are 4 bridges within a 27-mile span (Los Indios, B&M, Gateway and Los Tomates), with 2 new crossings proposed in the Brownsville area (Port of Brownsville and Flor de Mayo).

There are nine existing and six proposed international bridges along the Rio Grande between Falcon International Reservoir and the Gulf of Mexico. It is important to note that, although most of the adverse impacts to the fish and wildlife resources result from the construction of the bridge, approach road, and related facilities (General Services Administration/Customs/Border Patrol inspection booths, parking lots, and buildings); additional impacts to important fish and wildlife resources also result from secondary and indirect construction activities. Unfortunately, any international bridge or other development proposed for construction along the river in this area disrupts the continuity of the ~~A~~wildlife corridor because of the associated clearing of native thornbrush, and intensity of human activity which tends to impede the movement of wildlife, such as the endangered ocelot. Because the ocelot's survival is likely dependent upon genetic exchange between U.S. and Mexico populations, adverse impacts from bridge crossings occur not only in the immediate area of the

bridge, but also to the species as a whole. Lack of vegetation and narrowness of the wildlife corridor under bridges like the (B&M, Gateway and Los Tomates), as an example, impede the movements of cats under the bridges.

Road construction and associated improvements destroy brush through right-of way clearing and the borrowing of fill material.

Improved roads increase human presence (Jahrsdoerfer and Leslie 1988). Ocelot roadkills are an indirect effect of habitat loss and motor vehicle traffic increases in south Texas. Tewes (1987) reported an annual average ocelot mortality in south Texas of 29 percent, with automobile collisions causing three out of four mortalities. During 1982-2001, twenty-six ocelots and one jaguarundi have been recovered as roadkills in south Texas. This number represents the minimum number of endangered cats actually hit since most are probably never found and go undetected. In Cameron and Willacy counties, where the largest concentration of ocelots in the United States is found, approximately half of the adult mortality is from cats being struck by vehicles crossing roads. This mortality represents about 6% of the population annually. Tewes and Miller (1987) concluded that most dispersal by ocelots is unsuccessful and often ends in death, typically as a result of automobile collisions. However, not all roadkilled ocelots were dispersing individuals (Tewes 1990).

Very little is known about the incidence of diseases in wild populations of ocelots and jaguarundis. The USFWS (1990) and Tewes (undated) both cite the potential for catastrophic impact to the endangered cat population from highly contagious and frequently fatal diseases such as feline panleucopenia (distemper). Bobcats, raccoons, and feral housecats carry the disease and could pass it on to ocelots and jaguarundis (USFWS 1990).

#### Vulnerability to Extinction

The fragmentation of ocelot habitat in the U.S. has resulted in several disjunct ocelot populations. All populations are in a precarious situation due to limited, adversely modified and fragmented habitat. Some habitat is managed for the ocelot, but in general the carrying capacity of Texas habitat is on a downward trend and most likely supports a smaller population than that of the 1980's.

The Service's recovery plan (USFWS 1990) provides the following information:

Habitat loss and fragmentation in Texas, especially along the Rio

Grande, threaten the long-term survival of the ocelot and jaguarundi in this area.

Hesitation may result in loss of key habitat and biological corridors necessary for survival of the entire ocelot population (Tewes and Schmidly 1987).

Thorough and continued field investigation must continue for many years to approach a complete understanding of the biology species.

The survival of this species will depend on the intense and multifaceted cooperation of Federal, state, and private organizations, and private land owners. Early emphasis of this concept will aid implementation of a recovery effort for the ocelot.

The current, although incomplete, understanding of habitat requirements suggests that full recovery and delisting may not be a practical objective, although downlisting to threatened may be attainable.

### Jaguarundi

#### A. Species/critical habitat description

The jaguarundi was listed as endangered by UFWS on June 14, 1976 (41FR24064). Habitat loss and alteration due to brush-clearing activities, and human persecution are the main cause for the decline in jaguarundi populations (USFWS, 1995). While both the ocelot and the jaguarundi used mature forest (i.e. brush), jaguarundis also used pasture-grassland (Caso, 1994). Jaguarundi habitat use was 53.0% mature forest and 47% pasture-grassland. Jaguarundis used open areas for hunting and sometimes resting, but if threatened with a potential danger they sought cover in brush areas.

Habitat requirements in Texas are similar to those for the ocelot: thick, dense thorny brushlands or chaparral. Approximately 1.6% of the land area in south Texas is this type of habitat (Tewes and Everett, 1987). The thickets do not have to be continuous but may be interspersed with clear areas. Jaguarundis possibly show a preference for habitat near streams (Goodwyn, 1970; Davis and Schmidly, 1994). In South America, habitat includes high mountain forests, tropical forests, swamp forests, savannahs, overgrown pastures, and thickets (NFWL, 1980c; Tewes and Schmidly, 1987).

The most common plants occurring in habitats in the Rio Grande

Valley where the jaguarundi is known to occur are huisache (Acacia farnesiana), blackbrush acacia (Acacia rigidula), prairie baccharis (Baccharis texana), chillipquin (Capsicum annuum), lotebush, allthorn goatbush (Castela texana), Texas persimmon (Diospyros texana), coyotillo (Karwinskia humboldtiana), common lantana (Lantana horrida), berlandier wolfberry (Lycium berlandier), javelinabrush (Microrhammus ericoides), Texas pricklypear (Opuntia lindheimeri), retama (Parkinsonia aculeata), honey mesquite (Prosopis glandulos), cedar elm (Ulmus crassifolia), and lime pricklyash (Zanthoxylum fagara) (Goodwyn, 1970).

## B. Life History

Jaguarundis have two distinct color phases, red and gray, although the latter phase has also been called blue. The phases are so distinct that at one time they were thought to be separate species, the red one being called *Felis eyra*. A third color phase, black, has also been reported, but apparently does not occur in Texas (Goodwyn, 1970).

Little is known of jaguarundi reproduction in the wild. Den sites include dense thickets, hollow trees, spaces under fallen logs overgrown with vegetation, and ditches overgrown with shrubs (Tewes and Schmidly, 1987; Davis and Schmidly, 1994). Young have been born in March and August with possibly two litters per year.

Usually 2 to 4 young comprise a litter, with litters being either all of one color phase or containing both the red and grey phases. Gestation (for captive jaguarundis) varies from 63 to 75 days (Goodwyn, 1970; Tewes and Schmidly, 1987; Davis and Schmidly, 1994). Jaguarundis communicate by calls, of which 13 have been identified in captive animals. The largest repertoire occurs during the mating season (Hulley, 1976).

The jaguarundi is primarily diurnal, although some nocturnal activity has been recorded (Konecny 1989, Caso 1994). They are excellent climbers although they spend most of the time on the ground. Prey is largely birds, but bird eggs, rats, mice, rabbits, reptiles and fish are also taken (Goodwyn 1970; Tewes and Schmidly, 1987; Davis and Schmidly, 1994). In Venezuela, Bisbal (1986) found the diet of jaguarundi to be 46% mammals, 26% birds, and 29 % reptiles.

## C. Populations dynamics

Little information is available on jaguarundi population dynamics. In Beliz, Konecny (1989) found the home range sizes of an adult male jaguarundi to be 94.1 km<sup>2</sup> and 29.1 km<sup>2</sup> for an adult female jaguarundi. Home range sizes were smaller for 3

jaguarundis radio collared in northern Mexico. Caso (1994) found home range sizes to be 8.5 km<sup>2</sup> for an adult male jaguarundi, 8.8 km<sup>2</sup> for an adult female, and 14.3 km<sup>2</sup> for a subadult male.

#### D. Status and distribution

The jaguarundi historically occurred in southeast Arizona, south Texas, Mexico and Central and South America as far south as northern Argentina. Today this cat has a similiar distribution, but in much reduced numbers, although it probably no longer occurs in Arizona (Tewes and Schmidly, 1987). The presence of jaguarundis in Florida is likely the result of human introduction (Nowak and Paradiso, 1983).

Four North American subspecies are recognized, of which two occur in the U.S.: (H.y. cacomitli) from southern Texas to central Vera Cruz, Mexico, and (H.y. tolteca) from southern Arizona, along the Pacific coast of Mexico, and inland to the Mexican Plateau (Goodwyn, 1970; NFWL, 1980c).

In 1969, one jaguarundi was killed near Raymondville, Willacy County (Goodwyn 1970), and two jaguarundis were trapped and photographed elsewhere in that county (USFWS 1987). A fourth was killed by a vehicle on S.H. 4 in Cameron County in 1986 (Earnest 1987). A fifth was photographed not far from the roadkill location at the Sabal Palm Grove Sanctuary in 1989 (Perez 1992).

Tewes and Everett (1987) analyzed the records of a clearinghouse established in 1981 to coordinate reception and filing of reports of jaguarundis (and ocelots) in Texas. Many of the reports were solicited by sending out questionnaires to trappers. Jagaurundis were reported from central Texas and the upper gulf coast as well as from south Texas. However, due to lack of any tangible evidence such as road kills, most of the sightings in the first two areas are believed to have been of black feral house cats. Tewes and Everett (1986) and Tewes (1989) could make no estimate of the jaguarundi population in south Texas, although its population is presumably smaller than that of the ocelot, because confirmed sightings are rare. Goodwyn (1970) reported from interviews he conducted in 1969 that jaguarundis were thought to occur in seven specific areas: Santa Ana NWR; LANWR; APaso Real@, an area along the lower Arroyo Colorado on the border between Cameron and Willacy Counties; the southern part of the El Sauz Ranch in northeast Willacy County; a small area west of Olmito in southern Cameron County; an area east of Villa Nueva; and an area near the Port Isabel airport in Cameron County. Tewes (1989) concludes that historically as well as presently the jaguarundis actual distribution was in Hidalgo,

Willacy, and Cameron Counties.

Two dead jaguarundis were reported in Cameron County and one each in Willacy and Webb counties. Tewes (1987) and Tewes and Everett (1987) documented several other credible reports of jaguarundis in these three counties. One of these was a road-killed male jaguarundi found near the junction of State Highway 4 and Farm-to-Market Road (FM)511 (Kellers Corner) in Cameron County on April 21, 1986 (Tewes, 1987; Laack and Rappole, 1987). While this was the last confirmed record of a jaguarundi in Texas (Laack, 2001), unconfirmed jaguarundi sightings in Hidalgo County include Bentsen Rio Grande State Park, Santa Ana NWR, Lower Rio Grande Valley NWR, Laguna Atascosa NWR, Cimarron Country Club, Wimberley Ranch, and the Anacua Unit of the TPWD Las Palomas Wildlife Management Area, and other areas (Prieto, 1990, 1991; Tewes, 1992; Benn, 1997). Unconfirmed sightings of a jaguarundi occurred at the Sabal Palm Grove Sanctuary in Cameron County in 1988 (Anonymous, 1989) and at the Santa Ana NWR in March 1998 (Santa Ana NWR data). Based upon sighting reports, personnel of the Santa Ana NWR suspect the presence of jaguarundis on the refuge (Benn, 1997).

The jaguarundi is notoriously hard to trap (Goodwyn 1970) and has not been confirmed as having been trapped in south Texas in decades. In Mexico, jaguarundi capture rate has been 1 cat per 7,552 trap nights (Caso, 1994).

### III. Environmental Baseline

#### A. Status of the Species Within the Action Area

The ocelot and jaguarundi are treated together here, as in many publications (e.g., USFWS 1987; USFWS 1990), because, although very little is known about the ocelot, and even less about the jaguarundi, the two are thought to exhibit similar habitat preferences in south Texas. They suffer from similar causes of population decline, and benefit from similar recovery efforts.

It is currently estimated that there are approximately 80 to 120 ocelots in south Texas. The number of jaguarundis is unknown, but certainly less than that of ocelots. Due to their elusive nature, the number that may occur within the action area is unknown. Ocelots and jaguarundis have been reported from the Sabal Palm Grove Sanctuary in Cameron County, Bentsen-Rio Grande Valley State Park, and from the Santa Ana NWR in Hidalgo County (Benn, 1997; Laack, 1998) and in portions of the Lower Rio Grande Valley NWR which are all within the action area. The cats are believed to utilize tracts of brush habitat in the action area, particularly along the river, as travel or dispersal corridors.

Some ocelots are known to have territories that include habitat on both sides of the Rio Grande. An ocelot swimming across the Rio Grande near La Grulla, Texas was documented by a biologist from Texas A&I University in 1981. Sightings such as these documented at various locations and the presence of ocelots on established refuges indicates that habitat is available in the action area to support ocelots and jaguarundis, which have a fairly sizeable home ranges.

An ocelot's home range in the action area could consist of several small areas of suitable habitat. Male and female home ranges are known to overlap considerably (Navarro, 1985; Tewes, 1986). Thus, a breeding pair of ocelots could require less habitat than two independent males. Lack of suitable unoccupied habitat cause individual ocelots and/or jaguarundis to keep moving, even retracing their steps, thus exposing them to an increased risk of mortality from vehicle strikes.

Tewes (1987 and 1990) and the Service (USFWS 1990) believe it is highly likely that the continued existence of the isolated ocelot and jaguarundi populations along the Rio Grande make it necessary to protect a travel corridor connecting these populations along the river. The habitat corridor paralleling the Rio Grande serves an important role in connecting the main coastal population of ocelots to the interior subpopulations, according to Tewes and Ohmart (1987). Many researchers (Ideker 1984, Tewes and Everett 1986, Tewes and Ohmart 1987, Tewes and Laack 1989) and the Service (1990) place great importance on the travel corridors which connect existing populations of both cat species, as well as suitable habitat that may be occupied in the future.

In summary, the ocelot and jaguarundi are very scarce and their limited habitat is severely fragmented (Tewes and Schmidly 1987). Having to utilize habitat fragments makes them highly vulnerable to vehicle strikes, reduces genetic viability, and minimizes the likelihood of their survival and recovery in the wild. Ideker (1984) concluded the only hope for the continued survival of both cats in Texas lay in the preservation of its rapidly vanishing brush habitat and conversion of cleared connecting habitat back to dense brush.

#### B. Factors Affecting Species Environment Within the Action Area

A variety of different agencies or entities manage lands or structures or implement activities in the action area. There is a 34-mile long segment of the Lower Rio Grande Floodway with the associated USIBWC ROW and portions of a 33-ft wide wildlife corridor within the action area. The South Texas Refuges

Complex, made up of three NWRs, Santa Ana, Laguna Atascosa, and Lower Rio Grande Valley NWR are also located within the boundaries of the action area as well as state parks such as Bentsen Rio Grande Valley State Park. Nine POEs operated by the USBP are in the action area (Pharr, Los Indios, Progreso, Los Tomatoes, B&M bridge, Gateway bridge, Rio Grande City, Roma, and Reynosa) . Some flood control or water retainment structures such as the Anzalduas Dam and the rock weir in Brownsville are in the action area. The management or activities may negatively or beneficially affect the species environment within the action area.

### Mowing for Flood Control

The USIBWC has implemented a vegetation mowing program since 1961 along a 34-mile reach of the Rio Grande between River Miles 28 and 62. The mowing occurs along the levee, river channel, and the interior floodway system. The purpose of the program is to maintain flood levels, ensure the river channel capacity and integrity of the levee. The vegetation is mowed once a year between July and October using tractors equipped with rotary mowers. These practices, and similar ones conducted in the Lower Rio Grande Valley, north of the Rio Grande, in what are referred to as the interior floodway system, were the subject of a formal consultation in the early 1990s which culminated in the issuance of a non-jeopardy biological opinion dated May 6, 1993 (Consultation number 2-11-91-F-144).

As part of that 1993 biological opinion and a Memorandum of Understanding (MOU) between the Service and USIBWC dated May 10, 1996, the USIBWC agreed to provide a 33-ft (10-meter) wide corridor and at the same time provide for the required flood control in the 34.5-mile (55.5-kilometer) segment of the Rio Grande Floodway and the Off-River Floodway System. The vegetated corridor was to be adjacent to the Rio Grande or the 75-foot mowed areas and could contain segments of less-than-mature/climax vegetation not less than 3-feet in height (e.g., native grasses, sunflower, some cactus species), only if these segments were not so long as to prevent the cats from utilizing the mature/climax vegetation corridor or the larger dense brush habitat Aislands@.

The IBWC was to develop a plan and include a list of activities and specific accomplishments to be attained within a five-year period that insured a viable ocelot/jaguarundi travel corridor would be in place by the year 2000. If the corridor was established and protected it would benefit both cat species by helping to avoid genetic isolation of populations and promoting their dispersal into suitable habitat.

The significance of these corridors is further enhanced by their connectivity to other narrow corridors of vegetation associated with waterways such as irrigation canals and drainage ditches. However, in places along the river, the 33-foot-wide corridor contains only sparse vegetation less than 3 ft tall, and in some areas, such as near and beneath the Gateway Bridge at Brownsville, is completely bare. This is in part because the corridor is largely in private ownership, and, while the USIBWC possesses easements allowing it to mow the vegetation in the corridor and the surrounding floodway, it has not acquired permission from the landowners to plant vegetation in that corridor. In other areas, such as the Gateway Bridge, there is insufficient space between the flood levees and the river to encompass the 75-foot-wide strip which the USIBWC must mow to maintain treaty-mandated minimum flood flows, an access road for mowing machinery and crews (and others, such as bridge maintenance crews and Border Patrol patrols), and the 33-ft-wide wildlife corridor. The only areas at this time where the 33-foot wide corridor has been established is on NWR lands. The USIBWC is in the process of preparing an EIS to cover the mowing and corridor activities. The Service has received a summary of accomplishments as outlined in the 1993 opinion and USIBWC has requested reinitiation of section 7 consultation.

It is important to note the 33-foot-wide corridor is not the sole avenue for ocelot/jaguarundi movement in the action area. In many places along the river there are much wider, moderately to densely-vegetated patches of habitat on both public and private lands which augment the nominal cat corridor. These patches provide potential home range habitat, as well as travel routes. Also, even where the floodway narrows and the cat corridor is poorly equipped to provide cover for the species' movements in most areas there is additional good cover from the river's normal edge to the top of the adjacent river channel banks. Although USIBWC is allowed to mow the area within 75 feet of the river once a year, this riparian zone is covered by a nearly continuous patch of carrizo, a combination of common and giant (Phragmites communis and Arundo donax, respectively), regrows after mowing and fires from extensive rhizomes at a phenomenal rate, returning within weeks to the density associated with optimal ocelot habitat. Owing to its density and resilience, as well as its remoteness from the flood levee where most of the roads, human activity, and floodlights are located, this carrizo zone is considered by the Service an important travel corridor complementing the corridor established during the consultation with the USIBWC.

## Habitat Aquisition and Management

The South Texas Refuges Complex is situated in southernmost Texas, and is made up of three NWRs, Santa Ana, Laguna Atascosa, and Lower Rio Grande Valley NWR. The Lower Rio Grande Valley NWR is a vital part of the wildlife corridor system in south Texas and in the action area. The NWR was begun in 1979 and today it has more than 100 individual units stretched along 275 miles of the Rio Grande Delta. With an eventual goal of 132,500 acres, the Service has committed \$78 million over the last 20 years to acquisition and easement protection of 83,000 acres of land which now comprise the Lower Rio Grande Valley NWR.

The Service is acquiring and enhancing native Tamaulipan brushland along the Rio Grande Valley NWR to promote movements of these endangered cats between known and suspected areas of occupation. Since the 1993 opinion and 1996 MOU with the USIBWC, the Lower Rio Grande Valley NWR has purchased 16,281 acres along the river and 23,765 acres off the river. Consequently, much of the land purchased by the Service has been, and continues to be, actively cultivated. To address this, the NWR has developed an extensive cooperative farming and revegetation program and is replanting between 750 and 1000 acres of farmland a year to native brush. Since 1993, the NWR has revegetated 8,355 acres with their revegetation program. However, this has not been enough to keep up with wildlife habitat needs. In 2000, the Lower Rio Grande Valley NWR managed 30,000 acres of land in need of revegetation. If the Service is going to successfully address restoration needs in south Texas over the next twenty years it must increase the acreage of revegetation effort on a per annum basis.

The resource protection and management strategy for the Lower Rio Grande Valley NWR consists of five integrated approaches to address complex resource needs. They include: concentration of biotic community needs; maintenance of a wildlife habitat corridor; safeguarding of anchor units of large size; protection of strategically placed management units of smaller size; and the incorporation of about 20 habitat islands into the protection plan. The Lower Rio Grande NWR is protecting and connecting blocks of rare habitat that will undoubtedly serve as a model for future habitat conservation networks. Individual tracts of the Lower Rio Grande Valley NWR serve as both core habitat blocks and corridor links.

Directly to the south are ecologically valuable areas such as the Laguna Madre of Tamaulipas, Mexico, and the Sierra de los Picachos (in Nuevo Leon, Mexico) which are receiving focused conservation attention from the Mexican Government and a number

of interested Mexican and U.S. conservation organizations. The Service's Binational Lower Rio Bravo/Rio Grande Ecosystem Team have been working with Mexico to establish a wildlife corridor along the river within the action area and in Tamaulipas to connect these important ecologically valuable areas. To the north lies the Laguna Atascosa NWR and the great Texas ranch country with their huge blocks of intact habitat.

Brush clearing continues to be the major limiting factor for feline populations in LRGV (Collins 1984; Rappole 1986). The ocelot and jaguarundi also depend on densely vegetated travel corridors along resacas, ramaderos, and between brush tracts (Rappole 1988). Such corridors facilitate dispersal through an otherwise cleared landscape. Vegetation removal associated with clean farming and water storage, delivery, and drainage has negatively affected felid populations by preventing travel between remnant brush tracts.

Use of corridors is becoming prevalent in reserve design (Noss 1987). The original landscape in many reserve areas, as in Lower Rio Grande Valley, was once a series of interconnected natural habitats. Thus, corridors are an attempt to maintain or restore natural landscape connectivity. Increased connectivity, along with increased effective habitat area, counteract habitat fragmentation (Noss 1987). Corridors facilitate gene flow and dispersal of individual animals (Soule and Simberoff 1986). Life histories of wide-ranging animals suggest that maintenance or restoration of landscape connectivity is a good management strategy (Noss 1987). Corridors alleviate threats from inbreeding depressions, and a network of refuges connected by corridors may allow persistence of species that need more resources than are found in one refuge.

Potential disadvantages of corridors can be avoided by enlarging corridor width (Noss 1987). Because of probable human and associated disturbances, the best corridors are as wide as possible. Necessary width depends on habitat structure and quality within the corridor, the mature surrounding habitat, human use patterns, and particular species that are expected to use it (Noss 1987). The ideal corridor width along the Rio Grande would be wide enough for target species to access sufficient food, water, and cover. In this way, genetic exchange could occur along the corridor, and populations could be maintained even though density at any particular place in the corridor might be low.

#### USBP Activities

Current and past activities have affected the species habitat.

Portable and permanent lighting that was not correctly positioned and illuminated brushy vegetation. Clearing of brushland for patrol roads, drag roads, and construction of POEs has resulted in fragmentation of the species corridor and loss of habitat. Several roads between the flood levee and the river are fragmenting the habitat. There are also a number of roads traversing the Lower Rio Grande Valley NWR tracts. Patrolling activities along the toe of the levee is fragmented due to USBP vehicles going down the south side of the levee towards the river and cutting through the wildlife corridor. Encroachment of development around the POEs also resulted in loss, avoidance or fragmentation of habitat

#### IV. Effects of the Action

##### *Lighting*

Ocelots are largely nocturnal and stay in brush habitat. Although equally active on dark and moonlit nights Emmons et al. (1989) found ocelots in Peru avoided open areas on moonlit nights. Areas such as the levee, roads, or agricultural fields illuminated by the proposed lighting would cause ocelots and jaguarundis to avoid these areas. The cats would also avoid the POEs where existing lights and heavy human activity occur. In the more rural areas, however, operation of lights are expected to have more significant impacts. Noise from the portable light generators and illumination of suitable brush habitat will cause the cats to seek other travel corridors, increasing the risk of injury from vehicle strikes.

Installation of the lighting as proposed requires little/no brush clearing. Depending upon the degree of success of the proposed lighting project, more lights may be added in the future. If more lighting is installed in the future, the potential impact on nocturnal species, including any ocelots or jaguarundis in the area, would be increased. The Service assumes such actions, and their impacts on ocelots and jaguarundis, would be addressed in future consultations.

Several field visits were made by USFWS and USBP at night to determine the best placement of the permanent and portable lights and the wattage of light bulbs to avoid disturbing cat habitat. In most cases the lights along the levee, farm roads, and agricultural fields will be well away from the river and the wildlife corridor. The placement, angle, and direction of the lighting has been adjusted to avoid illuminating the surrounding brush. If the proposed lighting does not achieve the desired USBP goals, the number of lights may be reduced in favor of more RVS sites and/or more agents on existing roads. These

minimization efforts will allow ocelots and jaguarundis to use the darker, brushy areas they prefer.

#### *Boat ramps*

There are 23 boat ramps proposed. Noise and human activity during construction or repair of the boat ramps could temporarily disturb any nearby cats, but this would be minor and limited to the time of construction. All but two sites are already disturbed. Removal of vegetation at those two sites will be permanent, but minor. Lights at boat ramps, if installed, will cause the cats traveling in the area to avoid the boat ramps.

The USBP has coordinated the location of the boat ramps with the Service. Coordination has resulted in elimination of one undisturbed vegetated boat ramp site in the Brownsville Station area and the moving of boat ramp sites in the Harlingen area. All construction of boat ramps will be conducted during daylight hours. Each boat ramp will be illuminated with 450-watt bulbs, directed only at the boat ramp and manual switches with electric timer mechanisms will be installed. The electric timer mechanisms will be installed to automatically turn off the light in the event that the manual switch is not triggered. Consequently, the ramps will only be illuminated for short periods of time during embarking and docking procedures and at the beginning and end of the work shifts and result in a further reduction of impacts to listed species than the originally proposed constant red lights.

#### *Roads*

Roads fragment ocelot and jaguarundi home ranges and travel corridors. Fragmentation results from conversion and development of the most productive and/or most accessible sites, leaving the remaining smaller patches that are increasingly isolated.

All proposed road improvements are to existing roads. No new roads will be constructed. While not anticipated, it is possible that additional road improvement will be proposed in the future.

Whether or not road improvement occurs as a result of Operation Rio Grande, or future projects, because of a Congressional Mandate (not part of Operation Rio Grande) there will be an increased number of USBP agents and vehicles in Operation Rio Grande. Such an increase would lead to more vehicular traffic and more movement along the border area. Increased vehicular traffic would lead to an increase in the amount of dust, caliche or otherwise, being deposited on nearby vegetation and reduce the plants ability to photosynthesize and potentially the soil pH. Increased vehicular traffic will increase the likelihood of death or injury to cats through collision with vehicles.

At the request of the Service and through coordination with the USBP, on November 17, 1999, the USBP closed 14 roads and/or trails near the river and on the NWR tracts that had been used by USBP agents. The vegetation has now grown back, providing 13 acres of vegetation in the wildlife corridor. During adverse weather conditions, the hard surface road would reduce the need of USBP to veer off the existing road to avoid ruts during heavy rainstorms. This will minimize habitat destruction and fragmentation. Although closure of roads and re-vegetation of the wildlife corridor minimizes fragmentation and improves road conditions, the potential for road mortality of ocelot and/or jaguarundi is still possible.

#### *Fencing*

The proposed fencing in the Brownsville and Port Isabel stations will impede any north-south migration of cats in that area. While this could have the effect of keeping the cats in more-suitable habitat near the river, it could also make it difficult for cats north of the fence to gain access to the river causing it to disperse into other areas and increase the likelihood of vehicular strikes.

However, little vegetation removal will be required and because much of this fencing borders residential areas, it will likely decrease the number of dogs gaining access to the area near the river. Dogs could harass the ocelots; the fencing could potentially decrease such harassment.

#### *RVS*

Proposed RVS sites will require little/no brush clearing and since there will be close coordination with Service regarding their exact location, little permanent impact to the vegetation from RVS is expected. RVS may prove more effective than lighting in some areas. Depending upon the success of surveillance, the USBP may propose additional RVS sites within the McAllen Sector.

If such is the case, RVS may be used instead of lighting, thus leading to a reduction in impacts from lighting.

#### *Mowing*

Mowing is currently proposed only for the Brownsville Station. The mowing covers an area from the extension of Palm Boulevard to 7 river miles downriver. Currently, the USIBWC mows this area once a year between July and October. The USBP proposes two additional mowings per year in February/March and October/November, if needed. If the USIBWC does not conduct its annual mowing, the USBP may undertake the action instead with close coordination and concurrence of USIBWC.

In a report to the USIBWC, entitled *Potential Effects of Mowing on Three Endangered Species Along Rio Grande River*, Tewes and Ohmart (1987) determined that if resident ocelots or jaguarundi occur in the river corridor, then mowing may have a significant impact on their home range and movement patterns. These resident cats may be forced either into adjacent suboptimal or optimal habitat islands which are often already saturated with cats (Navarro 1985, Tewes 1986) or into extremely marginal habitat with a high risk of mortality (Tewes 1987, Tewes and Ohmart 1987).

The recovery plan for the cats (USFWS 1990) identifies the need to protect habitat and travel corridors adjacent to occupied habitat, including the river corridor. Mowing could prevent the enhancement of a connecting river corridor for use by the cats in areas of heavy cultivation where the only protective cover is along the river. Indirectly, precluding the enhancement of a travel corridor along the Rio Grande may contribute to preventing the recovery of both cat species by genetically isolating populations and/or by preventing the dispersal of cats into otherwise suitable habitat.

The USBP had proposed additional mowing, however, to minimize impacts, the USBP has agreed to do only one mowing per year in addition to the June/July mowing customarily performed by the USIBWC. The mowing will only take place in the 75-foot wide strip from the water's edge at the low banks. The USIBWC has avoided mowing the 33-foot-wide corridors within its river and interior floodways and has agreed no mowing will occur in any NWR tracts.

#### *Mexico Cat Populations*

Ocelots and jaguarundis occur in both countries and are known to cross the Rio Grande. Activities (road improvements, lighting, fencing, mowing, boat ramps) proposed by USBP are to only be implemented on the U.S. border. It is unknown if similar activities occur along the Mexico border and whether the USBP proposed activities will impact cats in Mexico. Dispersal of cats to the U.S. may be temporarily impacted by the proposed actions of the USBP if disturbance (lighting or noise), is such, that the cats would return to Mexico, and/or return at a later time or seek a new corridor to successfully cross the Rio Grande.

#### V. Cumulative Effects

Cumulative effects include the effects of future State, tribal, local or private actions that are reasonably certain to occur in

the action area. Future Federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the ESA.

It is reasonable to conclude that growth of agriculture, cities, and industries, across the Lower Rio Grande Valley, with all their associated infrastructures, will continue to diminish the range of alternatives available to recover the ocelot and the jaguarundi as the remaining small islands of suitable habitat and the corridor to connect them are turned into fields, buildings, and pavement.

The rapid economic expansion of the large metropolitan areas with the influx of immigrants, retirees, and increased tourism will continue to result in the loss of brushland, and therefore, ocelot and jaguarundi habitat. Road expansions to accommodate the NAFTA and border crossings will increase loss and fragmentation of habitat corridors and increased road mortality.

Encroachment from urban development and colonias that bring increased noise, light, and fencing, human disturbance will also result in the loss of habitat and avoidance of areas or corridors by the endangered ocelot or jaguarundi.

The Service is continually working with private and state entities to review proposed projects, offer technical assistance and provide recommendations on avoidance/minimization measures and restoration measures to protect the ocelot and jaguarundi, their habitat. By continued cooperative efforts to replace, secure and improve such habitat and connect optimal habitat that exists on NWR lands and private lands, the Service does not believe that the cumulative effects of which we are aware are likely to jeopardize the continued existence of the ocelot or jaguarundi throughout their entire range which includes Texas, Arizona, Mexico to Central and South America for the ocelot and Texas to Mexico for the jaguarundi.

## VI. Conclusion

After reviewing the current status of the ocelot and jaguarundi, the environmental baseline for the action area, the effects of Operation Rio Grande, and the cumulative effects, it is the Service's biological opinion that Operation Rio Grande, as proposed, is not likely to jeopardize the continued existence of the ocelot and jaguarundi throughout its entire range as described above. No critical habitat has been designated for these species, therefore, none will be affected.

## INCIDENTAL TAKE STATEMENT

Section 9 of the ESA and Federal regulation pursuant to section 4(d) of the ESA prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of Section 7(a)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with the terms and conditions of this incidental statement.

The measures described below are non-discretionary, and must be undertaken by the INS so that they become binding conditions of any grant or permit issued to the USBP, as appropriate, for the exemption in section 7(o)(2) to apply. The INS has a continuing duty to regulate the activity covered by this incidental take statement. If the INS (1) fails to assume and implement the terms and conditions or (2) fails to require the USBP to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. In order to monitor the impact of incidental take, the INS and USBP must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement. [50 CFR '402.14(i)(3)]

### Amount or Extent of Take Anticipated

The Service recognizes harm and harassment may occur in variable forms that may disrupt or impair essential behavioral patterns including breeding, feeding or sheltering, but it is near impossible to document and therefore, for the purpose of this opinion, unquantifiable. The quantifiable incidental take is expected to be in the form of direct injury or mortality, likely related to, but not limited to, USBP motor vehicle collision and/or mowing activities or other actions analyzed in this

opinion. The Service anticipates, for the duration of Operation Rio Grande, one ocelot or one jaguarundi could be taken as a result of these actions. The Service does recognize that the USBP is implementing all measures within their legal authority to avoid and minimize those impacts.

#### Effect of the take

In the accompanying biological opinion, the Service determined that this level of anticipated take is not likely to result in jeopardy to the species or destruction or adverse modification of critical habitat.

#### Reasonable and Prudent Measures

The Service believes the following reasonable and prudent measures(s) are necessary and appropriate to minimize impacts of incidental take of the ocelot or jaguarundi:

1. Preserve and maintain ocelot and jaguarundi habitat; avoid and minimize loss and fragmentation of ocelot and jaguarundi habitat.
2. Avoid and minimize road mortality of ocelots and jaguarundis.
3. Assist the Service in documenting cat movement.
4. Develop and implement an educational program for USBP field personnel.
5. Develop and implement a monitoring plan to measure the success of avoidance and minimization techniques and submit report to the Service annually for the life of the project.

#### Terms and conditions

In order to be exempt from the prohibitions of section 9 of the ESA, the INS must comply with the following terms and conditions, which implement the reasonable and prudent measures described above and outline required reporting/monitoring requirements. These terms and conditions are non-discretionary.

1. The following term and conditions are necessary to implement Reasonable and Prudent Measure 1.
  - A. No new roads will be constructed.
  - B. Coordinate with the Service (both Corpus Christi ES and

Lower Rio Grande Valley NWR) and other appropriate entities to close unnecessary roads that access or are adjacent to NWR tracts.

C. The first meeting to coordinate such efforts as stated in items B will occur within 60 days after the date of this biological opinion and a plan will be developed and approved by the Service within six months of the date of this opinion.

D. The use of 450-watt bulbs within the McAllen sector will be determined through coordination between the Service and INS.

E. Coordinate with USIBWC to adhere to the 1993 biological opinion regarding USIBWC's mowing operations.

F. If USIBWC does not mow vegetation as permitted in the 1993 biological opinion and the USBP wants to undertake the mowing, the USBP will request, in writing, USIBWC's permission to undertake the mowing. USIBWC must provide written approval permitting such mowing to USBP with a copy to the Service.

G. Mowing must be done between October and February of each year.

H. Limit number of roads and reduce road size under other existing and future international bridges within the McAllen Sector to aid in the linking of travel corridors for cats under bridges.

I. If reasonable and prudent identify and replace lights with RVS in sensitive areas adjacent to NWR tracts and other areas of the wildlife corridor.

2. The following term and condition is necessary to implement Reasonable and Prudent Measure 2.

A. Vehicular speeds should be reduced, particularly at night, whenever possible.

3. The following term and condition is necessary to implement Reasonable and Prudent Measure 3.

A. The INS will provide the Service with real-time RVS output and will allow the RVS tapes to be evaluated by Service personnel in an attempt to document cats traveling through such areas that support RVS.

4. The following term and condition is necessary to implement

Reasonable and Prudent Measure 4.

A. Design and implement a thorough oral and written instruction program to instruct USBP current and new field personnel in the McAllen Sector on their duties and obligations under the ESA not to take federally listed species, including ocelot and jaguarundi. The Service will be consulted in the preparation and implementation of this project.

5. The following term and condition is necessary to implement Reasonable and Prudent Measure 5.

A. Identify and map the past 14 road closures, that were blocked and tilled as described on page 14 and document revegetation efforts as to date. Continue to monitor revegetation colonization for an additional three years and report annually to the Service.

B. Identify and map proposed future road closures as agreed upon through the coordination efforts identified under Term and Condition 1B, monitor success and report accomplishments to the Service annually. The report should include a map of road closures, total miles of roads closed and tilling and revegetation efforts. Each road is to be monitored for 3 years to document the success of revegetation recolonization. If revegetation efforts need to be modified, USBP and the Service (both Corpus Christi ES and Lower Rio Grande Valley NWR) will review and make the appropriate adjustments to the plan.

C. Annually report number of personnel trained and effectiveness of the program to the Service. Annually evaluate the training program and make adjustments as needed after consultation with the Service.

D. If USBP locates a dead, injured, or sick ocelot or jaguarundi, initial notification must be made to the Service's Law Enforcement Office in McAllen, Texas (telephone: 956-686-8591) or Ecological Service Office at the Santa Ana NWR (956-784-7500). The finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

E. Annual reports will be submitted to the Service at Rt. 2 Box 202-A, Alamo, Texas on September 30<sup>th</sup> of each year. Reports should include the progress on implementation of conservation recommendations and reasonable and prudent measures that have been accomplished for the life of the project.

The Service believes that no more than one ocelot or one jaguarundi will be incidentally taken as a result of the proposed action. The reasonable and prudent measures, with their implementing terms and conditions, are designed to minimize the impact of incidental take that might otherwise result from the proposed action. If, during the course of the action, this level of incidental take is exceeded, such incidental take represents new information requiring reinitiation of consultation and review of the reasonable and prudent measures provided. The Federal agency must immediately provide an explanation of the cause of the taking and review with the Service the need for possible modification of the reasonable and prudent measures.

### Conservation Recommendations

Section 7(a)(1) of the ESA directs Federal agencies to utilize their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of endangered and threatened species. Conservation recommendations are discretionary agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information.

1. Purchase tracts of land in large or continuous blocks of ocelot habitat to help achieve the recommended recovery goal to acquire and protect 20,000 ha of ocelot habitat as outlined in the recovery plan. (Tasks 131, 132)
2. Fund further surveys to help locate additional endangered cats. (Tasks 112, 312)
3. Fund further restoration research or restoration of cat habitat. (Tasks 343)
4. Partner with the Service and other entities to design and assist in the funding of an ocelot and jaguarundi population assessment study.

In order for the Service to be kept informed of actions minimizing or avoiding adverse effects or benefitting listed species or their habitats, the Service requests notification of the implementation of any conservation recommendations.

### Reinitiation

This concludes formal consultation on the actions outlined in the request. As provided in 50 CFR '402.16, reinitiation of formal

consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded; (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion; (3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this opinion; (4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operation causing such take must cease pending reinitiation.

Sincerely,

Allan Strand  
Field Supervisor

cc: (b) (6) U.S.Army Corps of Engineers, Fort Worth, TX  
(b) (6) U.S. Army Corps of Engineers, Galveston, TX  
(b) (6) PBS&J, Austin, TX  
Renne Lohofener, USFWS, Austin, TX  
Ernesto Reyes, USFWS, Alamo, TX

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## Figures

Figure 1-1	McAllen Sector Border Stations
Figure 1-2	Rio Grande City Station
Figure 1-3	McAllen Station
Figure 1-4	Mercedes Station
Figure 1-5	Harlingen Station
Figure 1-6	Brownsville Station
Figure 1-7	Port Isabel Station
Figure 1-8	Ocelot Habitat in Texas

Table 1. Proposed Lighting

Border Stations	Lighting
Rio Grande City	Roma: 2 mi permanent lighting; 27 poles and 54-1000 watt lights; Rio Grande City: 1.5 mi permanent lighting; 21 poles; 42-1000 watt lights; spacing 400 ft. apart. Total: 3.5 mi of lights; 48 poles; 96-1000 watt lights
McAllen	1 mi permanent lighting; 8 poles; 16-400 watt lights; 3 mi permanent lights; 25 poles; 37-400 watt lights and 10-1,000 watts; spacing 500 ft. apart; will shine on levee and ag fields. Total: 4 mi of lights; 33 poles; 63 lights (53-400 watt lights; 10-1,000 watt lights).
Mercedes	7.6 mi permanent lights between Donna Pump and Fuller Rd; 1 mi up river; 2.5 miles down river; 100 poles; 200 intermittent 400-watt lights; spacing 118 to 300 ft. apart; illumination out to 190 ft. Total: 11.1 mi of lights; 100 poles; 200-400 watt lights.
Harlingen	7.6 mi portable lighting; 43 portable lights currently in use; 1.7 mi of permanent lighting on levee; 13 poles; spaced 500 ft. apart; 2 lights on each pole; 1000 watt bulbs, except on Cantu Rd 500 watt; shine on levee; illumination will not overlap in places so areas of intermittent darkness will occur; unknown number of portable lights may in the future be replaced by permanent lights. Total: 9.3 mi of lights; 13 poles; 69 lights (portable & permanent); majority 1000 watt bulbs except on Cantu Rd. unknown # of 500 watt bulbs
Brownsville	13 mi portable lighting; 79-1000 watt portable lights (4-1000 watt bulbs on each portable light); 1.5 mi of permanent lighting; 30 poles; 60-1000 watt lights; average distance of permanent lights 300 ft and portable distance

	<p>of 500 to 600 ft. apart; illumination of permanent or temporary lights is a linear distance of 315 ft; illumination of portable lights does not overlap leaving areas of darkness between them; some portable may be replaced by permanent but unknown number as of yet; all currently in use; no new lighting proposed.</p> <p>Total: 14.5 mi of lights; 30 poles permanent; 139-1000 watt lights (portable and permanent)</p>
Port Isabel	<p>11 mi of lights; 64 portable lights; 4-1000 watt light bulbs on each light; no permanent light currently exists; may in the future. No new light proposed.</p> <p>Total 11 mi of lights; 64-1000 watt lights; no permanent lights proposed yet.</p>
Totals	<p>53 miles of lights; 224 poles for permanent lighting; estimate of 631 lights (permanent and portable lighting, majority 1000 watt; other 400 or 500 watt)</p>

Table 2. Proposed Roads

Border Stations	Roads
Rio Grande City	None proposed
McAllen	1.2 mi improvement proposed Abram between FM 1427 & FM 2062; 3.6 mi upriver; 1.6 down river of POE, including top of USIBWC levee; 1.3 mi of road to boat ramps.  Total: 7.7 mi
Mercedes	30 mi of road improvements including USIBWC levee, field roads; access roads to boat ramps.  Total: 30 mi
Harlingen	16 mi of road improvements along USIBWC levee and feeder roads.  Total: 16 mi
Brownsville	19 mi of road improvements mostly on USIBWC and Mathers levees; some improvements covered under National Guard program.  Total: 19 mi
Port Isabel	None proposed.
Totals	72.7 miles of road improvements.

Table 3. Proposed Fencing

Border Stations	Fencing
Rio Grande City	None proposed
McAllen	None proposed
Mercedes	None proposed
Harlingen	None proposed
Brownsville	3.8 mi of fencing proposed along Mathers levee; all fencing will be on inland side of levees, on the outside edge of levee easements; 10 ft. high chain-link- fencing.  Total:3.8 mi
Port Isabel	None proposed.
Totals	3.8 mi of fencing

Table 4. Proposed Boat Ramps

Border Stations	Boat Ramps
Rio Grande City	<p>Roma: 4-Chapeño, Salineño, Fronton and Ramirez Fields; Rio Grande City: 2-Fort Ringgold, Los Puertos Farms; all currently in use by landowner/general public/USBP.</p> <p>Total: 6 boat ramps.</p>
McAllen	<p>2 proposed- Pharr-San Juan-Alamo Pumping Station and Schuler's boat ramp; pump station ramp unuseable right now; Schuler's currently in use by landowner/general public</p> <p>Total: 2 boat ramps.</p>
Mercedes	<p>3 proposed-Retamal, Progreso POE; Willacy Pump Station; Retamal and Willacy currently used by landowner/general public and disturbed; some vegetation removal required; Progreso not currently used and not disturbed; earth-moving activities and vegetation removal required.</p> <p>Total: 3 boat ramps with 1 earth-moving and unknown amount of vegetation clearing required.</p>
Harlingen	<p>3 proposed-Galveston Bend, Garza Sandpit, Monk's Landing; all existing and currently in use; a small amount of vegetation clearing at each boat ramp may be required.</p>

	Total: 3 boat ramps with unknown amount of vegetation clearing required.
Brownsville	5 proposed-Barreda Pump Bend, Flor de Mayo, Galaxia, Gun Range, Amigoland Pump Station; all currently in use, some vegetation removal may be required.  Total: 5 boat ramps with unknown amount of vegetation required.
Port Isabel	4 proposed-Santa Rosalia, Broken Windmill, Southpoint, Loops Farms; all currently in use; some vegetation removal may be required.  Total: 4 boat ramps with unknown amount of vegetation clearing required.
Totals	23 boat ramps and unknown amount of vegetation clearing.

Table 5. Proposed Remote Video Surveillance

Border Stations	Remote Video Surveillance (RVS)
Rio Grande City	20 sites proposed.
McAllen	14 sites proposed.
Mercedes	10 sites proposed.
Harlingen	10 sites proposed.
Brownsville	None proposed.
Port Isabel	None proposed.

Totals	54 RVS sites proposed.
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Table 7. Proposed Mowing

Border Stations	Mowing
Rio Grande City	None proposed.
McAllen	None proposed.
Mercedes	None proposed.
Harlingen	None proposed.
Brownsville	<p>From the extension of Palm Boulevard to 7 miles down river; once a year between July and October; currently done by USIBWC wants two additional mowings a year, February/March and October/November; mowing will be done by USIBWC or USBP; no mowing on any wildlife refuge land.</p> <p>Mowing could occur 3 times a year in any of these months: Feb, Mar, July, Aug, Sept, October, Nov; No mowing in Jan, April, May, June, Dec.</p>
Port Isabel	None proposed.
Totals	7 river miles plus; 3 mowings per year to occur within a period of 7 months.

## NOTICES

## DEPARTMENT OF HOMELAND SECURITY

## Bureau of Customs and Border Protection

Record of Decision for Customs and Border Protection's Office of Border Patrol  
Operation Rio Grande in the Office of Border Patrol McAllen Sector, Texas

Thursday, May 12, 2005

AGENCY: Bureau of Customs and Border Protection, Department of Homeland Security.

**\*25104 ACTION:** Record of decision general notice.

SUMMARY: This Record of Decision (ROD) document announces the final decision regarding the Environmental Impact Statement (EIS) for the Office of Border Patrol's Operation Rio Grande regarding potential environmental impacts resulting from Customs and Border Protection's (CBP), Office of Border Patrol (OBP), deployment of the lighting, roads, fences, mowing and boat ramp construction on the United States and Mexican border in the McAllen Sector of the OBP. The final EIS for Operation Rio Grande was made available for public review and was filed for public review with the U.S. Environmental Protection Agency, which published it in the Federal Register on June 17, 2004. This ROD will be incorporated into the final EIS after publication. The Operation Rio Grande has five project actions covered by this EIS: Lighting installation (permanent and portable), road improvement, fencing construction, boat ramp construction, and mowing. These actions are intended to reduce the influx of illegal entrants and contraband into the McAllen Sector, increase arrest of those not deterred; increase safety for operations by OBP agents; decrease response time; and decrease the risk from drowning as victims attempt to cross the river and/or irrigation canals. Since September 11, 2001, terrorist activities have also become a major focus of the OBP. This EIS was prompted by a lawsuit brought by the Defenders of Wildlife because of the potential impact that OBP activities may have on the habitat of two endangered species in the area, the ocelot (*Leopardus pardalis*) and jaguarundi (*Hepailurus yagouaroundi*) cats. The adjustments to lighting and other construction and mowing activities are incorporated into this ROD and were agreed to by the OBP and the Defenders of Wildlife in the settlement agreement for *Defenders of Wildlife v. Meissner*. The final EIS reflects this agreement and states that no significant impacts occur to geology, soils, climate, or air quality. Short-term disturbances may occur to water resources. Aquatic systems could be impacted; however, the effects will decrease over time. The socioeconomic impacts would primarily be beneficial. Lastly, some immediate and direct impacts to wildlife from construction activities would occur. Smaller and less mobile wildlife such as amphibians, reptiles, and small mammals

may be adversely impacted by heavy machinery. The increased noise and activity levels during constructions could temporarily disturb breeding behavior of some wildlife inhabiting the areas adjacent to the project; however, little permanent damage to the populations of such organisms would result. The proposed lighting improvements could potentially impact migration, dispersal, and foraging activities of nocturnal species. Two endangered species, the ocelot and jaguarundi, could potentially be impacted by the proposed project. These species are largely nocturnal, and it is expected they would avoid illuminated areas. Extensive coordination with the U.S. Fish and Wildlife Service was conducted to determine the position and direction of the proposed lighting structures to minimize the illumination to brush and other types of screening cover for these animals. Proposed mitigation measures such as road closures and habitat construction would increase the amount of habitat for these species. Reducing illegal immigrant traffic in the McAllen Sector would further reduce impacts to the habitat. Some, as yet, unidentified cultural resource sites may be impacted but mitigation will be provided through an initial assessment of the site, its anticipated severity, and proposals for the appropriate mitigation will be coordinated with the State Historic Preservation Officer.

FOR FURTHER INFORMATION CONTACT: Bureau of Customs and Border Protection, Suite 3.4-D, 1300 Pennsylvania Avenue, NW., Washington DC 20229, Attn: Mr. Kevin Feeney. Mr. Feeney is also available at (202) 344-2336 or at Kevin.Feeney@dhs.gov. No public comment period is required for the ROD.

#### Record of Decision

##### *Operation Rio Grande Starr, Hidalgo, and Cameron Counties, Texas*

I have reviewed the final Environmental Impact Statement (EIS) for Operation Rio Grande, as well as correspondence received in response to \*25105 coordination and public review of the draft EIS.

Operation Rio Grande is a strategy initiated in August 1997 by the Office of Border Patrol (OBP, formerly the U.S. Border Patrol (BP)), a Federal law enforcement branch of the Bureau of Customs and Border Protection (CBP, which includes functions transferred from the former Immigration and Naturalization Service (INS)), to aid in reducing illegal immigration and drug trafficking along the Rio Grande corridor of the McAllen Sector of the OBP. The purpose of the proposed project is to facilitate OBP missions to reduce or eliminate illegal drug activity and illegal entry along the southwestern border of the United States and to reduce the flow of illegal immigrants into the United States.

A draft Environmental Assessment (EA) for Operation Rio Grande was circulated for review and comment to Federal, State, and local agencies and to organizations, public groups, and the local public known to have an interest in the project in September 1998. Comments received on the draft EA were addressed, and the EA be-

came final in August 1999. However, the final EA was never distributed, because the Defenders of Wildlife filed a lawsuit in August 1999 (Defenders of Wildlife v. Meissner D.D.C. case no. 1:99CV02262) against the former INS and BP challenging Operation Rio Grande. This case was settled on September 8, 2000. Pursuant to the settlement agreement, OBP prepared an EIS that analyzed the potential beneficial and adverse impacts of Operation Rio Grande in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended.

Five project actions were covered by the EIS: Lighting installation, road improvement, fencing construction, boat ramp construction, and mowing. These actions are intended to reduce the influx of illegal immigration and drugs into the McAllen Sector, especially into towns; increase arrests of those not deterred; increase safety for operations by OBP agents; decrease response time; and decrease the risk from drowning as illegal entrants attempt to cross the river and/or irrigation canals. In light of the September 11, 2001, terrorist activities, securing the U.S. borders against illegal entry has become an increased focus of the OBP. The proposed project actions presented in the EIS are anticipated to significantly aid in securing the U.S. border against illegal entry of any kind.

Two types of lighting are addressed in the final EIS: Permanent and portable. All portable lighting is currently in place; no more portable lighting is proposed in the final EIS. All proposed lighting is the permanent type. Proposed lighting locations were determined by the OBP agents in each McAllen Sector Station based on their knowledge of traffic in their station and on the site-specific needs of each station to deter or direct traffic in that station. Lighting acts as a deterrent to illegal immigration and smuggling, and as an aid to the OBP agents in capturing illegal entrants or smugglers after they have entered the United States. It also provides protection to illegal entrants from criminals on the United States side of the Rio Grande.

Road improvement (adding calichÉ to the road surface) is necessary to allow the present and incoming agents to effectively perform the functions required of them. Additionally, upgrading the most crucial roads to all-weather roads would lead to a reduction in the number of roads needed. All road improvements addressed in the final EIS are on existing roads; no new construction is planned. CalichÉ is the most benign all-weather topping available, and its use is proposed for Operation Rio Grande road improvements.

Border fences are located mostly in urbanized areas near the land Ports of Entry and are an effective deterrent to illegal drug and immigrant trafficking. Fencing also facilitates enforcement actions by hindering escape. Fencing has proved to be an effective measure for controlling the border.

The McAllen Sector currently has a fleet of 18 boats and none will be added to this fleet specifically because of Operation Rio Grande. The boats are used for surveillance, observation, and information gathering and, therefore, are operated

as inconspicuously as possible. The boats are not used for pursuit since they are on international waters. Boat ramps are utilized along the Rio Grande and other large surface-water bodies by OBP agents and other law enforcement officers to deter and/or apprehend those involved in illegal activities. These illegal activities include drug smuggling and transport of illegal immigrants by boat, as well as persons involved in smuggling or trying to enter the United States illegally by wading or swimming.

Currently, under a Memorandum of Understanding between the U.S. International Boundary and Water Commission (USIBWC) and U.S. Fish and Wildlife Service (FWS), the USIBWC mows certain areas between the USIBWC levee and the Rio Grande once a year between July and October. Despite the annual mowing, some of the herbaceous vegetation grows tall enough to hinder the efforts of the OBP to apprehend illegal entrants and drug traffickers. Increased mowing would make it easier and safer for OBP agents to apprehend these persons.

The application of Operation Rio Grande dictates that a viable alternative be one that meets the purpose and need to develop a border security system that also meets the mission of the OBP. Two alternatives, the No-Action Alternative and the Preferred Alternative, were carried forward throughout the final EIS since all other alternatives (more lighting with larger coverage area, including some in National Wildlife Refuges and inside the USIBWC flood control levee; different placement and aiming of the lighting; additional boat ramps; different boat ramp locations; additional mowings; extensive fencing) were eliminated from consideration through a dynamic application of the intent of the NEPA process using inter-agency coordination and cooperation (final EIS, Section 2.3). Two public meetings for Operation Rio Grande were held in April 2001. The purpose of the meetings was to get public input on what issues and alternatives should be addressed in the EIS. The public's view, and concerns were used in the preparation of the EIS. One or more copies of the draft EIS (DEIS) were sent to State and Federal resource agencies, and the general public on February 20, 2003, requesting comments by April 14, 2003. However, a public notice soliciting comments on the DEIS was not published in the Federal Register until March 21, 2003, and the comment period was extended by letter and newspaper notice until May 5, 2003. Those comments are included in the final EIS in Appendix D.

The purpose of the actions, as noted in Section 1.2 of the final EIS, is to increase the efficiency and safety of the OBP agents and the safety of U.S. citizens and illegal entrants in the McAllen Sector while the OBP agents fulfill their obligations under U.S. laws and directives. It was noted in the final EIS that the number of OBP agents is not determined by Operation Rio Grande, although the method in which they are used is. The recommended plan is a mix of various actions to provide the optimum multitiered approach to achieve the purpose of Operation Rio Grande.

Under the No-Action Alternative, the actions proposed in the final EIS would not

occur and present practices would continue. The No-Action Alternative would not increase or decrease the number of OBP agents in the sector but would tend to concentrate them along the river. Because of a Congressional Mandate (final EIS, Section 2.1), there \*25106 will be an increase in the number of OBP agents in all areas of the country, with a concomitant increase in the number of vehicles.

The following actions comprise the recommended plan for Operation Rio Grande at the six OBP stations in the McAllen Sector:

Rio Grande City Station: (3.5 miles of permanent lighting and 6 boat ramps); McAllen Station (4 miles of permanent lighting, 6.4 miles of road improvement, and 2 boat ramps); Mercedes Station (11.1 miles of permanent lighting, 30 miles of road improvement, and 3 boat ramps); Harlingen Station (1.7 miles of permanent lighting (43 portable lights along 4.6 miles currently exist), 16 miles of road improvement, and 3 boat ramps); Brownsville Station (19 miles of road improvement, 5 boat ramps, 3.8 miles of fencing, and mowing (79 portable lights over a 13-mile distance and 30 permanent light poles along 1.5 miles currently exist)); and Port Isabel Station (16 miles of road improvement, 4 boat ramps, and 1.6 miles of fencing (64 portable lights along 11 miles currently exist)). The Harlingen, Brownsville, and Port Isabel Stations currently have portable lighting and the Brownsville Station currently has permanent lighting, as agreed to under the settlement of the lawsuit noted above. No new lighting is proposed for the Brownsville and Port Isabel Stations and only permanent lighting is proposed for the Harlingen Station. The current permanent/portable lighting at these three stations, however, was addressed in the final EIS.

The proposed project is not expected to produce any significant long-term or cumulative adverse impacts on the human or natural environment, as defined in the Council of Environmental Quality Regulations (40 CFR 1508.27). As noted in detail in the final EIS, essentially no impacts, beneficial or adverse, to the physiography, geology, soils, climate, water resources, aquatic systems, wildlife, cultural resources, aesthetics, noise, or air quality of the area are anticipated and there were no indications of hazardous wastes. There will be some local, beneficial impacts to vegetation from reduced trampling of vegetation and littering by illegal entrants and drug traffickers and from road closures. The proposed lighting improvements could potentially have minor, local adverse impacts on migration, dispersal, and foraging activities of nocturnal species. Two endangered species could potentially be impacted by the proposed project, the ocelot (*Leopardus pardalis*) and jaguarundi (*Hepailurus yagouaroundi*). These species are largely nocturnal and it is expected they would avoid illuminated areas. Extensive coordination with the FWS was conducted to determine the position and direction of the proposed lighting structures to minimize the illumination to brush and other types of screening cover. Proposed mitigation measures, such as road closures and habitat construction, would increase the amount of habitat for these species. Reducing illegal immigrant traffic in the McAllen Sector would further reduce impacts to the habitat. Therefore, both the final EIS and the FWS Biological Opinion conclude

that no significant adverse impacts will accrue to these species.

The only significant impacts would be socioeconomic. The socioeconomic impacts would be long-term and beneficial, both nationally and locally, primarily from the long-term reduction of flow of illegal drugs into the United States and the concomitant effects upon the Nation's health and economy, drug-related crimes, community cohesion, property values, and traditional family values. Residents of the border towns would benefit from increased security, a reduction in illegal drug-smuggling activities and the number of violent crimes, less damage to and loss of personal property, and less financial burden for entitlement programs. This would be accompanied by the concomitant benefits of reduced enforcement and insurance costs. Minor short-term local employment may be generated during the construction phase of the proposed action.

I have reviewed and evaluated the documents concerning the proposed actions, views of other interested agencies and parties, and the various practical means to avoid or minimize environmental impacts. Based on these considerations, I conclude that all practical means to avoid or minimize environmental impacts have been incorporated into the preferred plan. I find the preferred plan to be economically justified, in compliance with environmental statutes, and in the public interest.

Dated: April 15, 2005.

Robert C. Bonner,

Commissioner, Bureau of Customs and Border Protection.

[FR Doc. 05-9518 Filed 5-11-05; 8:45 am]

BILLING CODE 4820-02-P

70 FR 25104-01, 2005 WL 1113748 (F.R.)

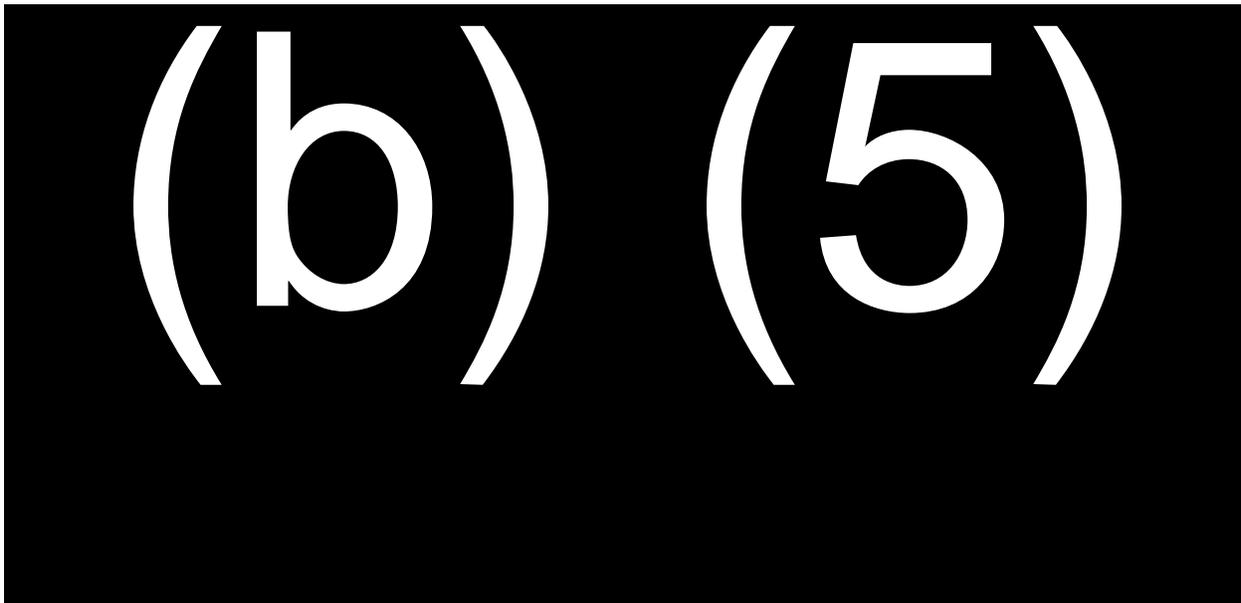
END OF DOCUMENT

**From:** (b)(6);(b)(7)(C)  
**To:**  
**Cc:**  
**Subject:** RE: URGENT - KPMG Audit COMPLETE  
**Date:** Wednesday, April 14, 2010 10:43:11 PM  
**Attachments:** [Audit Request by KPMG v1 041410 \(b\)\(6\);\(b\)\(7\)\(C\).xls](#)  
**Importance:** High

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

My edits are in red font in the attached file...



Please call me on my mobile # tomorrow if any questions...I'll be in class again all day but will check for calls frequently until the deadline (or until I hear you have all you need from us).

(b)(6);(b)(7)(C) YSA only...

Thanks,

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

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

Director of Projects  
Customs and Border Protection  
Facilities Management & Engineering  
Tactical Infrastructure PMO  
(b)(6);(b)(7)(C) w)  
(b)(6);(b)(7)(C) m)

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**From:** (b)(6);(b)(7)(C)  
**Sent:** Wednesday, April 14, 2010 7:19 PM  
**To:** (b)(6);(b)(7)(C)  
**Subject:** Fw: URGENT - KPMG Audit COMPLETE  
**Importance:** High

Attached is the project list for the KPMG audit response. Pls review and clear by 2PM tomorrow, 4/15.

---

**From:** (b)(6);(b)(7)(C)

To: (b)(6);(b)(7)(C)  
Sent: Wed Apr 14 17:46:06 2010  
Subject: RE: URGENT - KPMG Audit COMPLETE

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

As discussed please find attached the list of projects as requested by KPMG Auditors.  
Please let me know if any further changes needed to be made.

Regards,

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

Strategic Analysis, Inc.  
U.S. Customs and Border Protection  
Facilities Management & Engineering  
Tactical Infrastructure Program Office  
Office: (b)(6);(b)(7)(C)  
Cell: (b)(6);(b)(7)(C)  
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)  
Sent: Wednesday, April 14, 2010 8:36 AM  
To: (b)(6);(b)(7)(C)  
Cc: (b)(6);(b)(7)(C)  
Subject: URGENT - Audit Heads Up

(b)(6);(b)(7)(C) –

As you know, (b)(6);(b)(7)(C) and I traveled to Indy on Monday to meet with representatives from the National Finance Center to discuss, among other things, this year's anticipated financial audits. KPMG, the company contracted by DHS OIG to complete the audits, has begun making requests for documents and responses. The meeting went very well. During our discussion (b)(6);(b)(7)(C) committed to making the deadlines that KPMG sets as a part of the audits. This was in response to (b)(6);(b)(7)(C) the Director of the NFC's reminder that KPMG deadlines are non-negotiable.

With that as context, we've received our first request yesterday late in the day. The auditors have requested:

Overall project listing as of 3/31/2010 - showing all project names (PF-225, etc), expected type for each project (real or virtual), timeline for project construction (expected beginning and end dates), mileage for each project, location for each project, and cost of each project (if possible). This listing will help us understand exactly which construction projects will be worked on during FY2010, as well as what projects to expect for construction in future years.

**Actions:** (b)(6);(b)(7)(C) is currently working up the list using our PRDs and the current projects list we

maintain. She will complete the listing by COB today so that you can vet it by 2PM tomorrow and we can have it signed off and sent by COB tomorrow (4/15) in compliance with the deadline. However, in order to complete this tasking [REDACTED] may need assistance from the PMs. She will pull most of the information from the PRDs. However, I believe there are some projects that are currently underway that were old and did not have PRDs. As a result, she will need the above mentioned data elements for any project for which there is no PRD. Can you please prime your PMs that requests may be coming in today and that they will require very short turn around (by 3PM today). Additionally, once the list is completed, we will need you to review it and sign off. We will get you the list ASAP, by COB today at the latest. We will need you to vet the list and send it back to me NLT 2PM tomorrow, 4/15.

Thanks in advance for your assistance with this tasking.

Best,

[REDACTED]

[REDACTED]

Communications and Reporting Branch Chief  
Office of Border Patrol Program Management Office  
Facilities Management and Engineering

[REDACTED]

[REDACTED]

Project Name	Type of Project	Start Date	End Date	Mileage	Location of Project	Cost of Project
19 Canyon Area Road #3	All Weather Patrol Road and Access Road	(b) (5)	(5)	(b) (7)(E) Patrol Road & (b) (7)(E) Access Road	EPT	(b) (5)
Sonoita TCA (b) (7)(E) Retro-fit	Retrofit Normandy style vehicle barriers PVB	(b) (5)	(5)	(b) (7)(E)	TCA	(b) (5)
Nogales_TCA (b) (7)(E) Roadways and Stabilization	All Weather Roadway and Pedestrian Fence Stabilization	(b) (5)	(5)	(b) (7)(E)	TCA	(b) (5)
E Columbus POE (b) (7)(E) EPT (b) (7)(E) 2 All-Weather Road Lighting (COMPLETED)	Pedestrian Barrier – Lighting – All Weather Road	(b) (5)	(5)	(b) (7)(E)	EPT	(b) (5)
San Luis II West Port of Entry (POE)_YUM (b) (7)(E) Secondary Fencing	Reinstallation of Secondary Fence	(b) (5)	(5)	(b) (7)(E)	YUM	(b) (5)
(b) (7)(E) Fence Closure	Pedestrian Fence, Vehicle Fence, Gates, Lighting, Drainag	(b) (5)	(5)	(b) (7)(E)	EPT	(b) (5)
Riverbend LRT (b) (7)(E) All Weather Road and Gates Phase III-A	Construction of an all-weather road, (3) low water crossings and (2) vehicle gates, and the design of a re-vegetation pla (including an irrigation system)	(b) (5)	(5)	(b) (7)(E)	LRT	(b) (5)
Black Draw_TCA (b) (7)(E) Bridge	Vehicle Crossing	(b) (5)	(5)	Flat Car Bridge	TCA	(b) (5)
(East) San Luis II Port of Entry (POE)_YUM (b) (7)(E) Secondary Fencing	Design and construction of secondary fence and gate at the San Luis II POE	(b) (5)	(5)	(b) (7)(E)	YUM	(b) (5)
Morelos Dam (b) (7)(E) YUM (b) (7)(E) Fence Relocation	Normandy (VF-2) Fence Relocation	(b) (5)	(5)	(b) (7)(E) VF-2	YUM	(b) (5)
RGV (b) (7)(E) South Point Wall_PF225 Retaining Wall and Fence	Pedestrian Fence Border Barrier	(b) (5)	(5)	(b) (7)(E) Retaining Wall with Fence	RGV	(b) (5)
(b) (7)(E) DRT Pedestrian Fence	Pedestrian Fence	(b) (5)	(5)	(b) (7)(E)	DRT	(b) (5)
EPT (b) (7)(E) Crossover	8 Irrigation Canal - Seepage Ditches Crossings at Various locations	(b) (5)	(5)	N/A	EPT	(b) (5)
RGV PF Gates - Phase I	Fence Gates	(b) (5)	(5)	Approx (b) (7)(E) Operational Motorized Gates	RGV	(b) (5)
Surf Fence_SDC (b) (7)(E) Primary and Secondary Fence	Pedestrian Fence (PF)	(b) (5)	(5)	(b) (7)(E)	SDC	(b) (5)
PF225 & VF300 Drainage Improvements	Drainage improvements associated with PF225 and VF300 in San Diego, El Centro, Yuma, Tucson, El Paso & Marfa	(b) (5)	(5)	N/A	ALL	(b) (5)
PF 225 (b) (7)(E) EPT (b) (7)(E) Primary Fence	Primary Pedestrian Fence	(b) (5)	(5)	(b) (7)(E)	EPT	(b) (5)
Fabens-Ft Hancock_EPT (b) (7)(E) Vehicle Gates	21 Permanent Vehicular Gates along Drainage & Levee Roads (b) (7)(E) Gate closures	(b) (5)	(5)	(b) (7)(E)	EPT	(b) (5)
BMGR (b) (7)(E) Roadway	Patrol Road	(b) (5)	(5)	(b) (7)(E)	YUM	(b) (5)
Segment O-12	Pedestrian Fence complete - Installing Steel Stinger Bridge	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
Segment O-18 (complete)	Pedestrian Fence complete - Stabilizing Slope	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
Segment O-19 (complete)	Pedestrian Fence Complete - Finalizing Sub-projects due to Fence construction (Hope Park-Chisholm Trail).	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
Segment O-20	Pedestrian Fence Relocation over IBWC Levee	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
Segment O-21	Pedestrian Fence complete - constructing (b) (7)(E) concrete Beam for Impala Pump Station	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
Segment M-1	Pedestrian Fence complete - Pales on Post	(b) (5)	(5)	(b) (7)(E)	DRT	(b) (5)
Douglas International Ditch_TCA (b) (7)(E)	Storm Water Ditch, Fence, Road Phase II and III	(b) (5)	(5)	N/A	TCA	(b) (5)
LRT Carrizo Cane Removal and Control Pilot Project Phase I	Vegetation Removal	(b) (5)	(5)	(b) (7)(E)	LRT	(b) (5)
Carrizo Cane Eradication USDA	(b) (6) USDA insect research	(b) (5)	(5)	N/A	LRT	(b) (5)
PF-225 O-1 Project	Primary Pedestrian Fencing	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
PF-225 O-2 Project	Primary Pedestrian Fencing	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
PF-225 O-3 Project	Primary Pedestrian Fencing	(b) (5)	(5)	(b) (7)(E)	RGV	(b) (5)
NGL Storm Water Gates in Grand and Morley Tunnels	Hydraulic Flood Gates	(b) (5)	(5)	N/A	TCA	(b) (5)

**From:** (b)(6);(b)(7)(C)  
**To:** (b) (6)  
**Cc:** (b)(6);(b)(7)(C)  
**Subject:** WA 4 re-compete RFP  
**Date:** Friday, January 23, 2015 9:37:08 AM  
**Attachments:** [WA4 RFP\\_FINAL.docx](#)  
[ATTACH 2-\(A00004\)Notice Regarding Landlord-HSBP1013R0017.docx](#)  
(b) (5)  
[ATTACH 4- \(A00004\)Instructions for Proposal Cost Template HSBP1014R0058\\_140806.docx](#)  
[ATTACH 1- \(A00004\)TX TIMR BMPs.pdf](#)  
(b) (5)  
[ATTACH 12- \(A00004\)Pre-Award LTR to Contractor.docx](#)  
[ATTACH 13- \(A00004\)Pre-Award Survey-SF-1408.docx](#)  
[ATTACH 14- Appendix A Road Maintenance Technique Definitions 1-19-2013.docx](#)  
[ATTACH 5- \(A00004\)Proposal\\_Cost\\_Template\\_HSBP1014R0058\\_140806 R1.xlsx](#)  
(b) (5)  
[ATTACH 7- \(A00001\)Consent Letter \(3\).docx](#)  
[ATTACH 8- \(A00004\)Client Authorization Letter HSBP1014R0058.docx](#)  
[ATTACH 9 - \(A00004\)GFM Instruc-HSBP1014R0058.docx](#)  
**Importance:** High

---

**(b) (6)**

Attached the RFP with attachments for your reading enjoyment. Sections L and M are essential for our task.  
I will give you a call.  
Thanks for helping us out.

**(b) (6), (b) (7)(C)** Program Manager  
Border Patrol Facilities and Tactical Infrastructure  
Facilities Management and Engineering  
Tactical Infrastructure Division ( Maintenance and Repair)  
(b) (6), (b) (7)(C) Work  
Blackberry  
**(b) (6), (b) (7)(C)**

**Final DRAFT  
Request for Proposal  
HSBP1014R0058  
(Area 4)**

**U.S. Department of Homeland Security  
U.S. Customs and Border Protection  
Secure Border Initiative**



**Facilities Management & Engineering Tactical Infrastructure  
Comprehensive Tactical Infrastructure Maintenance and Repair  
(CTIMR) Work Area 4**

**July 2014**

U.S. Customs and Border Protection  
Secure Border Initiative Acquisition Office  
1901 South Bell Street 8<sup>th</sup> Floor Arlington, VA 20598

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**SECTION A SOLICITATION/CONTRACT FORM**

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. HSBP1014R0058	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/25/2014	PAGE OF PAGES 1 of 2
	4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 0020080966	6. PROJECT NO.	

7. ISSUED BY DHS - Customs & Border Protection Customs and Border Protection 1901 South Bell Street  Arlington	CODE 7014	8. ADDRESS OFFER TO   VA 22202
---	--------------	---

9. FOR INFORMATION CALL	A. NAME (b) (6), (b) (7)(C)	B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS) (b) (6), (b) (7)(C)
-------------------------	--------------------------------	--

**SOLICITATION**

**NOTE: IN SEALED BID SOLICITATIONS "OFFER" AND "OFFEROR" MEAN "BID" AND "BIDDER"**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (TITLE, IDENTIFYING NO., DATE):

Comprehensive Tactical Infrastructure Maintenance and Repair Work Area 4 Statement of Work located in Section C of the RFP. Davis-Bacon Act Wage Determinations are included as Attachment 11 of the RFP, please check all wage rates for changes at <http://www.wdol.gov/>.

In Accordance with FAR 36.204, the magnitude of the requirement is more than \$10 million.

11. THE CONTRACTOR SHALL BEGIN PERFORMANCE	15	CALENDAR DAYS AND COMPLETE IT WITHIN	365	CALENDAR DAYS AFTER RECEIVING
AWARD	NOTICE TO PROCEED. THIS PERFORMANCE PERIOD IS	<input checked="" type="checkbox"/> MANDATORY	NEGOTIABLE	(SEE FAR 52.217-9 )

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (IF "YES" INDICATE WITHIN HOW MANY CALENDAR DAYS AFTER AWARD IN ITEM 12B.) <input checked="" type="checkbox"/> YES    NO	12B. CALENDAR DAYS 15
---	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. SEALED OFFERS IN ORIGINAL AND 3 COPIES TO PERFORM THE WORK REQUIRED ARE DUE AT THE PLACE SPECIFIED IN ITEM 8 BY 3 PM EST (HOUR) LOCAL TIME 09/15/2014 (DATE). IF THIS IS A SEALED BID SOLICITATION, OFFERS WILL BE PUBLICLY OPENED AT THAT TIME. SEALED ENVELOPES CONTAINING OFFERS SHALL BE MARKED TO SHOW THE OFFEROR'S NAME AND ADDRESS, THE SOLICITATION NUMBER, AND THE DATE AND TIME OFFERS ARE DUE.

B. AN OFFER GUARANTEE  IS, IS NOT REQUIRED.

C. ALL OFFERS ARE SUBJECT TO THE (1) WORK REQUIREMENTS AND (2) OTHER PROVISIONS AND CLAUSES INCORPORATED IN THE SOLICITATION IN FULL TEXT OR BY REFERENCE.

D. OFFERS PROVIDING LESS THAN 150 CALENDAR DAYS FOR GOVERNMENT ACCEPTANCE AFTER THE DATE OFFERS ARE DUE WILL NOT BE CONSIDERED AND WILL BE REJECTED.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (INCLUDE ZIP CODE)				15. TELEPHONE NO. (INCLUDE AREA CODE)			
				16. REMITTANCE ADDRESS (INCLUDE ONLY IF DIFFERENT THAN ITEM 14)			
CODE		FACILITY CODE					
17. THE OFFEROR AGREES TO PERFORM THE WORK REQUIRED AT THE PRICES SPECIFIED BELOW IN STRICT ACCORDANCE WITH THE TERMS OF THIS SOLICITATION, IF THIS OFFER IS ACCEPTED BY GOVERNMENT IN WRITING WITHIN _____ CALENDAR DAYS AFTER THE DATE OFFERS ARE DUE (INSERT ANY NUMBER EQUAL TO OR GREATER THAN THE MINIMUM REQUIREMENT STATED IN ITEM 13D. FAILURE TO INSERT ANY NUMBER MEANS OFFEROR ACCEPTS THE MINIMUM IN ITEM 13D.)							
AMOUNTS				\$0.00			
18. THE OFFEROR AGREES TO FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS.							
19. ACKNOWLEDGMENT OF AMENDMENTS (THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION - GIVE NUMBER AND DATE OF EACH)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)				20B. SIGNATURE		20C. OFFER DATE	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
21. ITEMS ACCEPTED:							
22. AMOUNT: \$0.00			23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED)			ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 U.S.C.2304(c) ( ) 41 U.S.C.253(c) ( )			
26. ADMINISTERED BY CODE DHS - Customs & Border Protection Customs and Border Protection 1901 South Bell Street Arlington VA 22202			27. PAYMENT WILL BE MADE BY DHS - Customs & Border Protection Commercial Accounts Sect. 6650 Telecom Drive, Suite 100 Indianapolis IN 46278				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>							
28. NEGOTIATED AGREEMENT (CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE.) CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS OR PERFORM ALL WORK REQUIREMENTS IDENTIFIED ON THIS FORM AND ANY CONTINUATION SHEETS FOR THE CONSIDERATION STATED IN THIS CONTRACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS CONTRACT SHALL BE GOVERNED BY (A) THIS CONTRACT AWARD, (B) THE SOLICITATION, AND (C) THE CLAUSES, REPRESENTATIONS, CERTIFICATIONS, AND SPECIFICATIONS INCORPORATED BY REFERENCE IN OR ATTACHED TO THIS CONTRACT.				29. AWARD (CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT) YOUR OFFER ON THIS SOLICITATION, IS HEREBY ACCEPTED AS TO THE ITEMS LISTED. THIS AWARD CONSUMMATES THE CONTRACT, WHICH CONSISTS OF (A) THE GOVERNMENT SOLICITATION AND YOUR OFFER, AND (B) THIS CONTRACT AWARD. NO FURTHER CONTRACTUAL DOCUMENT IS NECESSARY.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (TYPE OR PRINT)				31A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Clarence Abernathy			
30B. SIGNATURE		30C. DATE		31B. UNITED STATES OF AMERICA  BY		31C. AWARD DATE	

**SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS**

**B.1 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	CLIN 1- Fences and Gates WA4	1.000	AU		
20	CLIN 2- Roads and Bridges WA4	1.000	AU		
30	CLIN 3-Drainage and Grates WA4	1.000	AU		
40	CLIN 4- Lighting and Electrical WA4	1.000	AU		
50	CLIN 5- Vegetation & Debris Removal WA4	1.000	AU		
60	CLIN 6- Program Management WA4	1.000	AU		
70	CLIN 7- G&A WA4	1.000	AU		
80	CLIN 8- Fee WA4	1.000	AU		
90	*CLIN 9- Improvement Activity	1.000	AU	(b) (4)	(b) (4)

<b>Option Year 1</b>					
110	CLIN 1- Fences and Gates WA4	1.000	AU		
120	CLIN 2- Roads and Bridges WA4	1.000	AU		
130	CLIN 3-Drainage and Grates WA4	1.000	AU		
140	CLIN 4- Lighting and Electrical WA4	1.000	AU		
150	CLIN 5- Vegetation & Debris Removal WA4	1.000	AU		
160	CLIN 6- Program Management WA4	1.000	AU		
170	CLIN 7- G&A WA4	1.000	AU		
180	CLIN 8- Fee WA4	1.000	AU		
190	*CLIN 9- Improvement Activity	1.000	AU	(b) (4)	(b) (4)

<b>Option Year 2</b>					
210	CLIN 1- Fences and Gates WA4	1.000	AU		
220	CLIN 2- Roads and Bridges WA4	1.000	AU		
230	CLIN 3-Drainage and Grates WA4	1.000	AU		
240	CLIN 4- Lighting and Electrical WA4	1.000	AU		
250	CLIN 5- Vegetation & Debris Removal WA4	1.000	AU		
260	CLIN 6- Program Management WA4	1.000	AU		
270	CLIN 7- G&A WA4	1.000	AU		
280	CLIN 8- Fee WA4	1.000	AU		
290	*CLIN 9- Improvement Activity	1.000	AU	(b) (4)	(b) (4)

<b>Option Year 3</b>					
310	CLIN 1- Fences and Gates WA4	1.000	AU		
320	CLIN 2- Roads and Bridges WA4	1.000	AU		
330	CLIN 3-Drainage and Grates WA4	1.000	AU		
340	CLIN 4- Lighting and Electrical WA4	1.000	AU		
350	CLIN 5- Vegetation & Debris Removal WA4	1.000	AU		
360	CLIN 6- Program Management WA4	1.000	AU		
370	CLIN 7- G&A WA4	1.000	AU		

380	CLIN 8- Fee WA4	1.000	AU		
390	*CLIN 9- Improvement Activity	1.000	AU	(b) (4)	(b) (4)

<b>Option Year 4</b>					
410	CLIN 1- Fences and Gates WA4	1.000	AU		
420	CLIN 2- Roads and Bridges WA4	1.000	AU		
430	CLIN 3-Drainage and Grates WA4	1.000	AU		
440	CLIN 4- Lighting and Electrical WA4	1.000	AU		
450	CLIN 5- Vegetation & Debris Removal WA4	1.000	AU		
460	CLIN 6- Program Management WA4	1.000	AU		
470	CLIN 7- G&A WA4	1.000	AU		
480	CLIN 8- Fee WA4	1.000	AU		
490	*CLIN 9- Improvement Activity	1.000	AU	(b) (4)	(b) (4)

**\* Improvement Activity Option CLIN**

The Improvement Activity Option CLIN shall be exercised as required and will be independent of all other option CLINS during the option periods. The Government anticipates a total of three (3) separate improvement activities each year, including the base period and each exercised option period over the life of the contract. The estimated not-to-exceed (NTE) amount of each improvement activity is \$750,000. Exercising of the Improvement Activity Option CLIN shall be at the sole discretion of the government and may be exercised at any time during the contract's period of performance, unless the time remaining on the contract is inadequate to complete the required improvement. Applicable Overhead (OH) and G&A for the improvement activities shall be included in the Improvement Activity Option CLIN. However, the Fee for improvement activities shall be included in the Fee CLIN under Section B.

**B.2 DELIVERY SCHEDULE**

<b>DELIVER TO:</b>	<b>ITEM #</b>	<b>QTY</b>	<b>DELIVERY DATE</b>
Customs and Border Protection 1301 Constitution Av, NW Washington, DC 20004	10	1.000	03/20/2016
	20	1.000	03/20/2016
	30	1.000	03/20/2016
	40	1.000	03/20/2016
	50	1.000	03/20/2016
	60	1.000	03/20/2016
	70	1.000	03/20/2016
Click here to enter text.	80	1.000	03/20/2016
	90	1.000	03/20/2016
	110	1.000	03/20/2017
	120	1.000	03/20/2017
	130	1.000	03/20/2017
	140	1.000	03/20/2017
	150	1.000	03/20/2017
	160	1.000	03/20/2017
	170	1.000	03/20/2017

	180	1.000	03/20/2017
	190	1.000	03/20/2017
	210	1.000	03/20/2018
	220	1.000	03/20/2018
	230	1.000	03/20/2018
	240	1.000	03/20/2018
	250	1.000	03/20/2018
	260	1.000	03/20/2018
	270	1.000	03/20/2018
	280	1.000	03/20/2018
	290	1.000	03/20/2018
	310	1.000	03/20/2019
	320	1.000	03/20/2019
	330	1.000	03/20/2019
	340	1.000	03/20/2019
	350	1.000	03/20/2019
	360	1.000	03/20/2019
	370	1.000	03/20/2019
	380	1.000	03/20/2019
	390	1.000	03/20/2019
	410	1.000	03/20/2020
	420	1.000	03/20/2020
	430	1.000	03/20/2020
	440	1.000	03/20/2020
	450	1.000	03/20/2020
	460	1.000	03/20/2020
	470	1.000	03/20/2020
	480	1.000	03/20/2020
	490	1.000	03/20/2020

**B.3 CONTRACT TYPE (OCT 2008)**

The Government contemplates award of a Cost-Plus-Fixed Fee (CPFF) contract with one Firm Fixed Priced (FFP) CLIN, resulting from this solicitation. The FFP contract line item number (CLIN) is for Program Management requirements. There is also an Improvement Activities CLIN that will be an optional CLIN to be exercised (via modification) on a CPFF basis This contract will include a full range of maintenance and repair work elements for this Area known as Work Area 4. The contract will require the Contractor to prepare a proposed work plan, as specified in Section C, Paragraphs, 3.1.7 and 3.2., for Work Area 4. The proposed work plans will be used to aid the Government in determining the continuing work requirements in subsequent performance periods. The contract will contain a not-to-exceed dollar limit for the period of performance identified in the contract. Work requirements and quantities may be adjusted as required under direction of the COR.

[End of Clause]

## SECTION C SPECIFICATIONS/SOW/SOO/ORD

### C.1 STATEMENT OF WORK

#### COMPREHENSIVE TACTICAL INFRASTRUCTURE MAINTENANCE AND REPAIR (CTIMR) STATEMENT OF WORK (SOW)

##### 1.0 Introduction

The purpose of this Statement of Work (SOW) is to acquire contractor Maintenance and Repair (M&R) support along the Southern Texas Border and surrounding areas. The support shall consist of: fence and gates; roads and bridges; drainage and grate systems; lighting and electrical systems and; vegetation control and debris removal.

##### 1.1 Background

Section 102 of the Secure Fence Act requires the Department of Homeland Security (DHS) to construct – in the most expeditious manner possible – the infrastructure necessary to deter and prevent illegal entry on our Southern Texas Border, including pedestrian and vehicle fencing, roads, and technology. Gaining effective control of our Nation’s borders is a critical element of national security, and U.S. Customs and Border Protection (CBP) is constructing tactical infrastructure (TI) to better execute this vital mission.

Under the Facilities Management and Engineering (FM&E) Division of CBP, the Border Patrol Facilities and Tactical Infrastructure (BPFTI) Program Management Office (PMO) – originally part of the Secure Border Initiative (SBI) – was established to acquire, maintain, and sustain all TI. The program develops and installs physical components (consisting mainly of roads, bridges, pedestrian and vehicle fences, gates, and lights) designed to consistently slow, delay, and act as persistent impedance to illicit cross-border activity. The TI requirements vary in scope by each Sector, and may also include, but not be limited to boat ramps, boat docks, and tower sites (not including the towers or equipment on the towers). TI, in turn, helps increase the level of operational control by the Border Patrol between the Land Ports of Entry (LPOEs). Fencing is but one element of this layered defense-in-depth plan. Each Border Patrol Sector identifies specific TI requirements that if fulfilled will enable agents to perform their mission more efficiently and increase the Sectors’ level of effective control based upon the current-day threat.

The TI program addresses the goals and objectives established by both the U.S. Department of Homeland Security Strategic Plan for Fiscal Years (FY) 2012-2016 and 2012-2016 Border Patrol Strategic Plan. The TI program directly aligns with the achievement of the DHS Strategic Plan’s Goal 2.1 – “Secure U.S. Air, Land, and Sea Borders,” and corresponding Objective 2.1.1 – “Prevent illegal entry.” The TI program also directly aligns with the achievement of the Border Patrol Strategic Plan’s Goal 1 – “Secure America’s Borders,” and corresponding Objective 1.1 – “Prevent Terrorists and Terrorist Weapons from Entering the United States.”

##### 1.2 Scope

This work effort addresses the M&R of TI along Work Area 4 of the Southern Texas Border as defined in **Table 1.2-1 – Work Areas below**. It also addresses, at the discretion of the Government, improvements incidental to the M&R of existing TI. Architectural and Engineering (AE) design is not part of this contract.

**Maintenance** includes work activities that preserve or sustain the ability of an asset to continue to carry out its intended function or preserve its established level of performance.

**Repairs** include work to restore an existing asset to pre-existing condition and level of performance so that it may be effectively utilized for its designated purpose.

**Improvements** include work that enhances the mission and functional capabilities of an asset through an addition, expansion, or adaptation. For example, a replacement of fence sections with more permanent fence

structures, improving the condition of a roadway by adding improved base or surfacing material on a large section of road, and replacing a drainage culvert with a larger diameter culvert. Any improvements included in this work effort will be confined to the existing TI footprint and will not exceed a dollar level threshold of \$750,000 per activity. All improvements shall be assessed for environmental and real estate compliance requirements.

While the Border Patrol divides the Southwest Border into nine (9) unique Sectors, for internal contract management purposes, CBP has aggregated the Sectors into four (4) work area-oriented groupings, of which the focus of this acquisition is Work Area 4 (*as shown in Table 1.2-1 below*). This was done to align Sectors with similar characteristics to promote efficiency and ensure consistency with other CBP programs. While the TI within each Sector is similar, the specific TI types and quantities vary, driving the different M&R requirements for each Sector.

Work Area	Sectors	Length of border (miles)
4	Del Rio, TX	210
	Laredo, TX	171
	RGV, TX	316
	<b>Total</b>	697

**Table 1.2-1. Work Area 4**

*As shown in Table 1.2-1 above*, Work Area 4 is divided into three Sectors, Del Rio, TX, Laredo, TX and Rio Grande Valley, TX

Del Rio Sector (DRT) border responsibility (b) (7)(E) (b) (7)(E) The Sector consists of 10 stations located at Abilene, Brackettville, Carrizos Springs, Comstock, Eagle Pass, Eagle Pass South, Rocksprings, Del Rio Station, San Angelo, and Uvalde. Temperatures typically vary from 40°F to 105°F and rarely below 32°F or above 115°F.

The Laredo Sector (LRT) border responsibility (b) (7)(E) (b) (7)(E) The Sector consists of 9 stations located at Cotulla, Laredo West, Freer, Laredo South, Hebbronville, Zapata, Laredo North, San Antonio, and Dallas. Temperatures typically vary from 40°F to 105°F and rarely below 32°F or above 115°F.

The Rio Grande Valley Sector (RGV) has 9 Border Patrol stations, (b) (7)(E) checkpoints, and twelve points of entry. RGV Sector is located on the lower Rio Grande River Valley with a border responsibility of (b) (7)(E) (b) (7)(E) along the Gulf of Mexico. The sector (b) (7)(E) (b) (7)(E) The Sector consists of 9 substations located at Brownsville, Corpus Christi, Falfurrias, Fort Brown, Harlingen, Kingsville, McAllen, Rio Grande City, and Weslaco. Temperatures typically vary from 50°F to 97°F and rarely below 38°F or above 101°F.

**1.3 Objectives**

The Government seeks a Contractor that has the proven management and technical capability and sufficient, directly-related experience and resources to perform a wide variety of urgent and routine M&R activities for different types of assets dispersed along Work Area 4 (*see Table 1.2-1*) of the Southern Texas Border of the United States. The Contractor must have demonstrated management and technical capability to efficiently and effectively manage its personnel, equipment, and other resources to satisfy all Government requirements.

## 2.0 References

The Contractor shall comply with all applicable Federal, State, International Boundary and Water Commission (IBWC) regulations, local, and Native American Nation laws, regulations, policies and other requirements while executing the SOW requirements, including any errata and/or changes. Relevant documents include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Manual Regulations
- Code of Federal Regulations, Title 29, Part 1926 – Safety and Health Regulations for Construction and Engineering Manual, US Army Corps of Engineers (USACE) Engineering Manual (EM) 385-1-1 (September 2008)
- Code of Federal Regulations, Title 49, Part 105, “Hazardous Materials Program Definitions and General Procedures”

### Roads/Bridges:

- American Association of State Highway and Transportation Officials (AASHTO) Standard specification for Highway Bridges, 17<sup>th</sup> Edition, dated 2002
- Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD)
- American Welding Society Standards and Specifications (AWS) AASHTO/AWS D1.5M/D1.5:2008; Bridge Welding Code, dated 2008
- Texas Department of Transportation manuals & specifications for bridges and roads - <http://onlinemanuals.txdot.gov/manuals/AlphaList.html> and <http://www.dot.state.tx.us/business/specifications.htm>

### Concrete/Steel:

- American Concrete Institute (ACI) Manual of Concrete Practice, dated 2013
- American Institute of Steel Construction (AISC), Steel Construction Manual, 14th Edition
- American Welding Society Standards and Specifications (AWS)
- American Society for Testing and Materials (ASTM) Standards

### Electrical:

- National Fire Protection Association (NFPA) 101, Life Safety Code, dated 2012
- National Electrical Code (NEC), NFPA 70, dated 2014

### Environmental:

- Code of Federal Regulations, Title 40, Part 122.26, Storm Water Discharges (for Storm Water Pollution Prevention Plans)
- National Environmental Policy Act (NEPA)
- DHS MD 023.1 Environmental Planning Program
- DHS MD 023.2 Environmental Compliance
- DHS MD 025.01 Sustainable Practices for Environmental, Energy and Transportation Management
- Code of Federal Regulations, Title 40: Protection of the Environment, Chapter I -- Environmental Protection Agency
  - Subchapter A -- General (Parts 1 - 29)
  - Subchapter C -- Air Programs (Parts 50 - 99)
  - Subchapter D -- Water Programs (Parts 100 - 149)
  - Subchapter E -- Pesticide Programs (Parts 150 - 189)
  - Subchapter G -- Noise Abatement Programs (Parts 201 - 211)
  - Subchapter I -- Solid Wastes (Parts 239 - 282)
  - Subchapter J -- Superfund, Emergency Planning, and Community Right-to-Know Programs (Parts 300 - 399)

- Subchapter Q -- Energy Policy (Parts 600 - 699)
- Subchapter R -- Toxic Substances Control Act (Parts 700 - 799)
- Subchapter U -- Air Pollution Controls (Parts 1027 - 1074)
- Approved State Hazardous Waste Management Programs:
- Code of Federal Regulations Title 40: Council on Environmental Quality (Parts 1500-1508)

Building/Construction Codes:

- IBC 2012
- NEC 2014
- Applicable City, Local, and County Codes

### 3.0 Work Requirements

The Government requires maintenance, repair (M&R), and improvement support in five work categories:

- 1) Fence and Gates
- 2) Roads and Bridges
- 3) Drainage and Grate Systems
- 4) Lighting and Electrical Systems
- 5) Vegetation Control and Debris Removal

A Program Management contract line item (CLIN) is included to capture appropriate, allowable and allocable program management support for the work plan development and other program management tasks (e.g., report development/submission), and is described in Section 3.1.7.

An optional Improvement Activity CLIN is also included for the performance of specific improvement activities relative to the program, and is described in Section 3.1.8.

The work required to support the TI varies based on the inventory quantities for each work category, the number and type of incidents, type and recurrence of road washouts/deterioration, time of year (variances in illegal border traffic fluctuate with the time of year), economic conditions, weather events, and location. There is typically a higher frequency of damage in and around the more urbanized areas.

As the basis for routine M&R work requirements, the Contractor will be required to develop the appropriate work plan (typically in sequential, 90 day performance periods, but at the discretion of the Government, may be extended to 180, 270 or 365 days).

The Contractor must also collect, store, and report certain data in contract deliverables (e.g., recurring reports) and/or into an automated system for use by the Government.

As part of this contract, the Government will divide and classify the M&R work to be performed as either urgent or routine. **The classifications are defined as:**

**Urgent** – Urgent work consists of M&R work requirements resulting from willful or other destruction, a natural event such as severe weather, or premature failure of the TI asset and poses an immediate risk to operations, systems, equipment or components. Urgent work requirements are typically completed to promote Agent safety and alleviate the situation before injury occurs, equipment or property is damaged, or the condition worsens. Urgent work requirements (such as breaches for fences, gates, and grates, certain road washouts, etc.) may be performed five (5) days a week, as required. The contractor must respond immediately to urgent work requirements (*as defined in Table 3-1 below*) to support mission requirements.

**Routine** – Routine work consists of all non-urgent M&R work requirements that can be planned or scheduled at a designated frequency. The work requirements do not pose an immediate risk to systems, equipment or components and can be performed on a routine planned and scheduled basis. Routine work requirements will be performed five (5) days a week from Monday to Friday. The contractor’s response to routine work requirements is typically greater than five (5) business days in duration or as scheduled in the approved contractor work plan.

During urgent work requirements, the Contractor shall provide services to restore TI asset conditions to its pre-existing condition. It is anticipated that the majority of all urgent work requirements will result from breaches of fences, gates, grates, and roads for which repair work will be completed during normal business hours. However, based on mission requirements, the Contracting Officer’s Representative (COR) may direct the Contractor to perform a limited amount of urgent work requirements beyond or after normal business hours.

**Table 3-1** provides typical urgent services response and support times. The COR will set the time to start and completion of the M&R work will be based on the severity and location of the urgent service required.

<b>Contractor Acknowledgement</b>	<b>Government Prescribed Time to Start and Finish</b>	<b>Notification of Completion Time</b>
Thirty minutes from notification by the COR, the Contractor shall provide a mobilization response <sup>2</sup>	As defined by the COR, work shall typically start within twenty-four hours after the Contractor is notified by the COR.	Within two hours of arriving at the repair site the Contractor shall notify the COR of the estimated completion time <sup>3</sup>
<p><sup>1</sup> Both mobilization response and completion times are established from the time of notification (or identification).</p> <p><sup>2</sup> Mobilization Response is when the Contractor verbalizes to the COR the plan of action to complete the urgent repair, including justification for any time needed outside of the Government prescribed times. Exceptions are made only by the COR.</p> <p><sup>3</sup> Completion is defined as when TI assets are restored back to pre-existing conditions. If estimated completion time is greater than 24 hours, Contractor shall provide COR verbal or email explanation as to why and the plan to complete said work.</p>		

**Table 3-1. Typical Urgent Services Support Times <sup>1</sup>**

The Government shall have the primary TI inspection responsibility to identify M&R work requirements. The Contractor shall report to the Government any work requirements that it observes while performing maintenance, repair or improvement activities. Also, the Government may require the Contractor to formally survey and inspect select TI on a periodic basis.

Within these Sectors, M&R and Improvement needs may exist for TI for which environmental clearance has not yet been obtained, or for which real estate rights have not yet been established. Work on these TI assets is considered to be within the scope of this contract, and may be tasked in accordance with the contract provisions once the TI is cleared for work. The Government will notify the contractor when clearance is received.

### 3.1 Description of Work

#### 3.1.1 Fence and Gates

There are two general types of fencing: pedestrian fencing and vehicle fencing. Each fence type has several different designs (e.g., for pedestrian fence, there is chain link, wire mesh, landing mat, steel bollards, and other designs).

Many fence segments and roads have gates that will also require periodic M&R. The gates are manually, mechanically, and/or electromechanically-operated. All electrical work is covered in section 3.1.4.

The Contractor shall perform maintenance and repair on approximately (b) (7)(E) of fence and (b) (7)(E) gate/panels (depicted by Sector in Table 3.1.1-1) consisting of multiple types of fence (shown in Table 3.1.1-2). All fence and gate maintenance and repairs shall be performed in accordance with the CBP Tactical Infrastructure (TI) Standard Designs as noted in Section J, Attachment 10.

Del Rio Sector		Total
Fence (miles )		(b) (7)(E)
Gate/Panels (count)		(b) (7)(E)
Laredo Sector		Total
Fence (miles )		(b) (7)(E)
Gate/Panels (count)		(b) (7)(E)
RGV Sector		Total
Fence (miles )		(b) (7)(E)
Gate/Panels (count)		(b) (7)(E)

Table 3.1.1-1. Work Area 4 Fence Quantities

RGV Sector	
Fence Type	Total
Primary Aesthetic	(b) (7)(E)
Primary Bollard	
Primary Chain Link	
Primary Cnc w/ Aesthetic	
Primary Cnc w/ Bollard	
Primary Levee Wall	
Primary Levee Wall w/Bollard	

Del Rio Sector	
Fence Type	Miles
Primary Aesthetic	(b) (7)(E)

Laredo Sector	
Fence Type	Miles
Primary Aesthetic	(b) (7)(E)

Table 3.1.1-2. Work Area 4 Miles of Fence by Type

#### 3.1.1.1 Fence and Gates - Type of Damage

Based on historical data, CBP experiences on average over 8 Fence breaches per year within this Work Area mostly at RGV.

Damage to fencing can be caused by two primary elements: Natural and Manmade.

**Natural elements** refer to the forces of nature that will act upon the fencing and include corrosion, erosion, water pooling, sand drifting, debris build-up, wind loading, temperature change (i.e., thermal expansion and contraction cycles that may create cracks) and ground shift.

**Manmade elements** refers to damage made by vandalism and includes, but may not be limited to, the following attack/defeat vectors: (b) (7)(E)

(b) (7)(E) Fence segments have varying levels of susceptibility to the aforementioned damage elements depending on design and location.

### 3.1.1.2 Fence - Type of Work

The Contractor, at a minimum, shall perform the following types of work as directed by the COR:

- Making repairs that restore the structural integrity to pre-existing state, are tamper proof, and do not significantly change the design
- Fixing damage caused by burrowing, water, and wind erosion
- Fixing damage to fence foundations and all erosion control elements
- Preparing the fence for potential floods by taking preventative actions such as (b) (7)(E)
- (b) (7)(E)
- Moving and storing fence panels so levee and other work can be performed and then reinstalling them
- Abate graffiti by methods approved by the Government

### 3.1.1.3 Gates - Type of Work

The Contractor, at a minimum, shall perform the following types of M&R work as directed by the COR:

- Making repairs that restore the structural integrity to pre-existing state, are tamper proof, and do not significantly change the design
- Fixing damage caused by rodents, vandalism, weather, ramming, burrowing, water, wind, and erosion.
- Inspections and repairs to electrical or electronic components of electromechanically operated gates must be done by a certified and licensed electrician as directed by the Government.

In addition to these repairs, the Contractor shall also perform monthly preventative maintenance to ensure that the gates are maintained in good working order. This systemic maintenance will be performed and documented on a completed check sheet and submitted to the COR within 2 work days. This maintenance includes, but is not limited to:

- Electrically operate gate, check for binding, and adjust/grease/repair as per the approved maintenance manual for RGV (minor repairs for preventative maintenance only)
- Remove all accumulated debris, dirt and corrosion build up from inside each unit
- Check for any broken welds on the vehicle gate frame structure or fence panels
- Reinforce the operator stands (minor repairs)
- Clean and remove all of the accumulated debris from the bottom track rail,
- Inspect the I beam and trolley system for debris or binding
- Remove any accumulated corrosion from the drive chains
- Remove any dirt or corrosion damage from the controller boards or any electronic components
- Lubricate all grease fittings, drive chains, gate wheels, guide rollers if applicable
- Check gear box oil or hydraulic oil if applicable, refill if necessary
- Check for oil leaks, repair as necessary (minor repairs)
- Check alignment of motor and condition of belt- adjust or replace as needed
- Check hardware for tightness (Important: Contractor to conduct load test and check shear pins)

- Check travel stop limit switches for proper opening and closing, and adjust if necessary
- Check all safety/reverse devices for proper operation
- Check amperage readings, compare with the unit data and adjust settings on control panels as needed
- Observe standard safety procedures
- Use lock-out/tag out
- Check all electrical wires for damage (e.g., fraying) - repair as necessary (minor repairs)
- Check all access covers and enclosure covers for rain tight, replace any missing screws
- Test the entire gate system
- Manual operating gates (swing gates) will include inspection of hinges, checking for binding, and adjust/grease/repair as needed.

Gate maintenance will include replacement of parts. Any repair requirements identified by the Contractor during the gate maintenance inspection will be recommended to the COR for subsequent repair approval.

### 3.1.2 Roads and Bridges

Approximately 413.87 miles of roads in Del Rio, Laredo, and RGV Sectors are used for patrolling and access to TI. The roads can be sand, dirt, gravel, or paved, and require different types of maintenance and varying levels of repair. Culverts, low water crossings, cattle guards, guardrails, and bridges are also part of the road system. Many of the roads belong to public agencies other than CBP, or to private individuals, creating some challenges to road M&R, such as acquiring Rights of Entry and maintaining accurate mileage information and location data. The Government will coordinate the Rights of Entry and mapping for all roads.

CBP classifies its roads as follows:

**FC-1: any type of surface paved road.** These roads may include surfaces consisting of bituminous asphalt and aggregate, hot-mix asphaltic concrete, portland cement concrete or some combination of these types of improved surface courses; generally overlaying an aggregate base course of varying depths.

**FC-2: an all-weather road.** These roads generally consist of 6” minimum depth well-graded aggregate (may be native or imported) roadbeds, shaped with a defined crown section and including adequate parallel ditches and cross-culverts to ensure proper drainage both parallel and transverse to the road alignment. These roads should allow travel even during inclement weather, with service disruption only in the case of severe localized flooding of the road.

**FC-3: a graded earth road.** These roads should generally consist of a defined crown section and parallel ditches, similar to the FC-2 roads. However, the graded earth roadbed will consist of shaped and compacted in-situ materials of varying depth. These roads will be more susceptible to service disruption during storms of only moderate severity. Wet weather traction may also be compromised in areas with clay or silt soils.

**FC-4: a two-track road.** These roads may also be described as un-improved roads, wagon trails, or 4-wheel drive roads. The two track name implies that the road consists of two parallel tracks created by the loss of vegetation where the tires contact and compact the earth; between which may lay a strip of low-growth vegetation. These roads generally receive very little maintenance consisting primarily of occasional brush and boulder clearing, and possibly, but much less frequently, box-blading. Two-track roads have no crown, and generally do not have any improved drainage features or ditches.

The Contractor shall perform maintenance and repair on approximately 413.87 miles of road, 5 bridges/crossovers, and 5 boat ramps (*depicted by Sector in Table 3.1.2-1*) consisting 4 types of classifications

(shown in Table 3.1.2-2). All road maintenance and repairs shall be performed in accordance with the CBP Tactical Infrastructure (TI) Standard Designs as noted in Section J, Attachment 10.

<b>Del Rio Sector</b>	<b>Total</b>
Roads (miles )	(b) (7)(E)
Bridges/Crossovers (count)	2
Boat Ramps	3
<b>Laredo Sector</b>	<b>Total</b>
Roads (miles )	(b) (7)(E)
Bridges/Crossovers (count)	3
Boat Ramps	2
<b>RGV Sector</b>	<b>Total</b>
Roads (miles )	(b) (7)(E)
Bridges/Crossovers (count)	2
Boat Ramps	0

**Table 3.1.2-1. Work Area 4 Roads and Bridges Quantities**

Miles	Del Rio Sector			Laredo Sector			RGV Sector			
	FC-1	FC-2	FC-3	FC-1	FC-2	FC-3	FC-1	FC-2	FC-3	FC-4
0	(b) (7)(E)									

**Table 3.1.2-2. Work Area 4 Roads and Bridges Classifications**

**3.1.2.1 Roads and Bridges – Frequency of Repairs**

Each Sector’s M&R work requirements vary across the different road classifications. Road maintenance is relatively predictable and can usually be scheduled in advance as routine work. Access roads to fence and technology facilities need to be inspected after major natural events (such as rainstorms) as directed by the COR.

**3.1.2.2 Roads and Bridges – Type of Work**

The Contractor, at a minimum, shall perform the following types of work (as directed by the COR):

- Regrading, or Adding New Material to FC-2 and FC-3 roads to facilitate traffic and provide proper drainage. (See Appendix A for definitions of road maintenance techniques, as used in this contract).
- Performing spot surfacing, patching potholes, deep patching of asphalt surface, skin patching of asphalt surfaces, and patching asphalt berms. The work includes preparing the area, furnishing, hauling, and placing all necessary materials.
- Removing and/or clearing vegetation so that roads are drivable
- Furnishing, hauling, and placing erosion resistant materials and protective materials for use on designated locations such as embankments and culvert inlets.
- Returning road sections damaged by weather events or excessive use to a serviceable condition.
- Adding binding and/or stabilizing agents to roads for dust suppression and road stabilization efforts.
- Repair or replace damaged safety barriers, guardrails, signs, etc.
- Inspecting bridges (to include cross-overs), as required by applicable codes, to evaluate the structural integrity and determine M&R requirements. Bridge inspections and evaluations are to be performed by personnel properly trained or certified to perform bridge inspections.

- Perform periodic maintenance to bridges and repair damage related to weather-related events and willful/accidental destruction.
- Inspecting boat ramps for damage, accumulation of silt and/or debris, erosion, and overgrowth of vegetation.
- Performing periodic maintenance of removing accumulated silt from lower end of ramp as a result from flash floods or high releases from upstream reservoirs.
- Assuring boat ramps are in good repair and fully functional.

**3.1.3 Drainage and Grate Systems**

Drainage systems comprise items such as catch basins, storm drainage grates, and conveyance structures used for peak water flow mitigation and runoff control/containment, water quality improvement, and flood plain compensation. They can range in size from two-foot diameter pipes to tunnels large enough to accommodate trucks.

The Contractor shall perform maintenance and repair on approximately 5 grates and 16 low water crossings (*depicted by Sector in Table 3.1.3-1*):

<b>Del Rio Sector</b>	<b>Total</b>
Low Water Crossings (count)	2
Grates(count)	1
<b>Laredo Sector</b>	<b>Total</b>
Low Water Crossings (count)	11
Grates(count)	0
<b>RGV Sector</b>	<b>Total</b>
Low Water Crossings (count)	3
Grates(count)	4

*Table 3.1.3-1. Work Area 4 Drainage and Grates Quantities*

**3.1.3.1 Drainage and Grate Systems – Type of Damage**

Repairs are required to keep drainage systems operating efficiently. The periodic removal of debris, silt and trash is required to reduce the risk of flooding and to ensure proper functioning. Water flowing at or near the border may be contaminated, at times requiring special hazardous material (HAZMAT) equipment and procedures to perform the work.



**3.1.3.2 Drainage and Grate Systems – Type of Work**

The Contractor, at a minimum, shall perform the following types of work as directed by the COR:

- Making repairs that restore the structural integrity, are tamper proof, and do not change the design without prior COR approval
- Fixing damage caused by water and wind erosion
- Removing and replacing existing culverts and appurtenances with new ones
- Cleaning and reconditioning culverts, appurtenances, other drainage structures, and ditches
- Restoring drainage system function by removing debris, silt and other obstacles

### 3.1.4 Lighting and Electrical Systems

Lighting systems and electrical equipment range from power supply and distribution (both above and below ground), utility pole-style lights are used to illuminate the border at night. Also included are electrical components of gates, grates, and boat ramps.

The Contractor shall perform maintenance and repair on 91 lights and associated electrical components (electrical panels and electronic components). (*depicted by Sector in Table 3.1.4-1*):

<b>Del Rio Sector</b>	<b>Total</b>
Lights (count)	0
<b>Laredo Sector</b>	<b>Total</b>
Lights (count)	7
<b>RGV Sector</b>	<b>Total</b>
Lights(count)	84

*Table 3.1.4-1. Work Area 4 Lighting and Electrical Systems Quantities*

#### 3.1.4.1 Lighting and Electrical Systems – Type of Damage

Damage to lighting and electrical systems may be caused by a variety of events such as shooting out lights, theft of lighting system copper wire, rodents damaging wiring, or poles downed by storms or vehicles.

#### 3.1.4.2 Lighting and Electrical Systems – Type of Work

The Contractor, at a minimum, shall perform the following types of work as directed by the COR:

- Performing preventive, routine maintenance, repairs, and replacements (e.g., bulbs, ballasts, lens covers, rodent damaged wiring, etc.)
- Repositioning lights to properly illuminate border areas as dictated by operational needs

NOTE: inspection of lighting systems will at times require work before/after normal business hours.

### 3.1.5 Vegetation Control and Debris Removal

Vegetation control and debris removal are critical to the Border Patrol for three primary reasons: to eliminate areas in which illicit activity operators can hide; to eliminate cover for illicit activities such as vandalize fencing, gates, grates and other TI; and remove debris that collects on fencing, gates and grates, which may cause damage to infrastructure and result in local flooding.

Note: Hazardous materials/substances may be encountered during performance of debris removal requirements and shall be handled and disposed of as needed in accordance with federal, state/local and other relevant laws and regulations. Should hazardous materials be encountered during the execution of work requirements, the Contractor shall stop only that work specifically affected by the hazardous material/substance and immediately notify the COR for further instructions.

The Contractor shall perform vegetation control for approximately (b) (7)(E) and debris removal on (b) (7)(E) including (b) (7)(E) tower sites (*depicted by Sector in Table 3.1.5-1*):

<b>Del Rio Sector</b>	<b>Total</b>
Vegetation Control (acres)	(b) (7)(E)
Debris Removal (miles) (Avg. width = (b) (7)(E))	(b) (7)(E)
(b) (7)(E) Towers (each) (b) (7)(E)	(b) (7)(E)
<b>Laredo Sector</b>	<b>Total</b>

Vegetation Control (acres)	(b) (7)(E)
Debris Removal (miles) (Avg. width = (b) (7)(E)	(b) (7)(E)
(b) (7)(E) Towers (each) (b) (7)(E)	(b) (7)(E)
<b>RGV Sector</b>	<b>Total</b>
Vegetation Control (acres)	(b) (7)(E)
Debris Removal (miles) (Avg. width = (b) (7)(E)	(b) (7)(E)
(b) (7)(E) Towers (each) (b) (7)(E)	(b) (7)(E)

**Table 3.1.5-1. Work Area 4 Vegetation Control and Debris Removal Quantities**

### 3.1.5.1 Vegetation Control and Debris Removal – Type of Damage

The Sectors have vastly different needs for vegetation control. It is critical though that all local, county, State, Native American Nation, and Federal environmental regulations and statutes be followed when performing vegetation control work. The accumulation of organic debris is driven largely by weather events such as flashfloods and wind. Inorganic debris is primarily left behind by those attempting to illegally cross the border. Its exact makeup varies greatly and can include vehicles and other large items. The accumulation of debris may also include dead animals and/or other hazardous materials.

### 3.1.5.2 Vegetation Control and Debris Removal – Type of Work

The Contractor, at a minimum, shall perform the following types of work as directed by the COR:

- Mowing, removing, and disposing of grass and other vegetation in the vicinity of TI. Approved herbicides may be used under certain circumstances
- Clearing and grubbing in the vicinity of TI
- Collecting, removing and disposing of both organic and inorganic material that collects in the vicinity of TI. The Contractor shall be responsible to find suitable disposal sites that can accept all debris material and document the Contractor Work Plan appropriately. The Contractor shall also maintain proper records for any HAZMAT disposal

### 3.1.6 Collecting, Storing, and Reporting Data

The Government has established a web-based work management system (WMS) that will house relevant data for all TI M&R work categories during the life of this contract. Therefore, the Government will require the Contractor to provide, manage, and maintain all work planning, cost estimating/pricing and performance information in an electronic format and enter data and reports directly into the Government-established web-based work management system (WMS).

All urgent work data shall be submitted daily. All routine work shall be submitted within two (2) working days from the date the work was completed. This electronic information will be accessible to the Government at all times. The work information includes description, schedule, and cost details for M&R work performed on TI assets.

The contractor shall attach files in a multitude of formats including photos, word processing documents, schedules, spreadsheets, and PDFs. All documents and spreadsheets shall be in Microsoft Office Version 2007 format and PDFs in Adobe Reader 9 format.

To meet compliance and accessibility, at a minimum, the Contractor shall provide or have access to a high-speed data connection and a computing system with a compatible Web browser (i.e., Internet Explorer 8 or later version) for which the primary purpose is to achieve the requirements of this SOW.

Contractor WMS training will be scheduled following security provision compliance by the contractor and acceptance/acknowledgement from the Contracting Officer to ensure access is provided to all designated users. Please see Section H for security provisions and timeline for compliance thereto.

For work reporting purposes, the Contractor shall use a Global Positioning System (GPS) device capable of describing asset location by latitude and longitude. The Contractor shall take two (2) or more digital photographs of the work before the work is performed and two (2) or more digital photographs showing the work once completed. For work activities with durations longer than one-week, the contractor shall provide two (2) or more interim photos for each week of continuing work progress. All digital photographs shall be taken with a digital camera with GPS capabilities. The cameras shall have the following minimum capabilities: 3.24 Mega pixels, 3X optical zoom, and a Compact Flash, Wide Area Surveillance Satellite (WASS) enabled GPS card. The GPS coordinates and the date shall be displayed on each submitted photograph. The following nomenclature shall be used to label each picture:

Sector Name

Date

M&R Work Plan Incident

Work Category (such as fence, roads, vegetation control, etc.)

Initial, Interim (or) Final/Completed

GPS Coordinates & Direction of Photo (e.g., "facing NE from milepost 17")

### **3.1.7 Program Management Support - Work Planning, Scheduling, Executing, and Reporting**

Program management support includes: labor, equipment, and material cost estimates for mobilization costs, work plan development, program oversight activities of key personnel described in Section H, government information management/reporting requirements, meeting requirements, and transportation and storage of Government furnished materials.

The Government shall require the Contractor to develop and maintain a work plan for each respective Sector (i.e., Del Rio Sector, Laredo Sector, and RGV Sector) that will meet the Sector's M&R work requirements for the period of performance as defined by the COR. The contractor work plan is typically issued in sequential, 90-day performance periods, but at the discretion of the Government, may be extended to 180, 270 or 365 days).

The Contractor shall:

- Review all available Government documentation including: current TI inventory data; border area maps and weather data; proposed plans for TI improvements as applicable and data associated with past M&R work activities, (e.g., fence breaches and debris removal)
- Conduct interviews with the COR and key Sector and Station representatives to gain insight as to mission needs and priorities associated with M&R of Sector TI
- Conduct Sector field reconnaissance visits to visually confirm TI inventory, assess its condition, and to develop an understanding of M&R work requirements

The Contractor shall develop a proposed work plan that identifies the Government-directed and contractor-recommended work to be accomplished by work category and work classification to cover the COR-designated work plan period of performance, including a detailed cost estimate and associated basis of estimate for all proposed work activities and a schedule to accomplish this work.

Although urgent work elements cannot be predicted and scheduled accurately, the contractor work plan shall include (as a “place holder”) a section for urgent work elements. These work elements shall have an assumed work description, location and duration assumptions shall be based on information acquired by the Contractor during work plan development.

The contractor work plan shall sub-divide the work category and work classification system (previously described in Sections 3.1.1 – 3.1.5) into work elements and improvement activities by Sector.

- A work element is a Maintenance and Repair task (routine or urgent) and can be categorized within the work category and work classification system. A work element is distinguished by three characteristics: the work description, its location, and the time period during which the work is to be performed. Fence repairs, road grading, debris removal, and replacement of lighting ballast and luminaries are examples of tasks to be included as work elements. A detailed example of a work element would be to grade 50 miles of Category 2 (FC-2) road between mile markers 10 and 60 during the period May 1 through May 15. Work elements are performed only for those TI assets at locations where the Government has full rights of access and authorization to conduct the work. It is the Contractor’s responsibility to propose work elements for the contractor work plan, though the Government COR will provide Sector prioritized requirements as appropriate to be included in the Contractor work plan.
- Improvement activities possess one or more of the following characteristics:
  - Require professional engineering and/or design services (to be performed outside this contract),
  - Work to be performed in locations for which the Government must acquire permits, easements, or other forms of authorization to accomplish the work. Such locations include environmentally sensitive areas, private land, Native American land, or areas under the jurisdiction of another Government entity. Ongoing work items at locations where the existing Government work authorization agreements expire may also require a project/improvement to continue M&R activities.
  - Work that would improve the asset value or alter its classification. Adding a crushed stone surface to a large section of FC-3 class road that would change the classification to a FC-2 class road would be defined as an improvement. Work to replace a section of legacy fence with a new fence design that would change the character of the fence is defined as an improvement. NOTE: Any new fence designs shall be in accordance with the TI fence design standard.

The contractor work plan shall include all M&R work elements to be executed by the Contractor. Proposed contractor work plans should also include activities identified by the Contractor during work plan development. The Government will determine which activities, if any, will be included in the approved contractor work plan. In this situation, certain work activities may be deferred by the Government COR to a future work plan period of performance.

The Government will review, reprioritize, request revisions and approve the proposed contractor work plan. The Government may require the Contractor to revise certain aspects of the plan based upon its review. Funding constraints may dictate that not all work items contained in the approved contractor work plan can be scheduled for work execution during the current period of performance.

The Contractor shall instruct its workforce in the course of its on-site work execution to identify and report any new maintenance and repair requirements that become evident while engaged in work activities in the same geographical areas, or while in transit to and from TI work sites.

The Contractor may also be directed specifically to investigate selected portions of the TI for damage. Repair requirements such as significant debris build-up or road washouts following a storm, fence breaches, and damaged

lighting are examples of damage that should be discovered by the contractor's workforce. In such cases, the Contractor must report damages daily into the web-based work management system (WMS). These additional work requirements may be sufficiently important that work scheduled in the current contractor work plan requires adjustment to accommodate these additional requirements.

First-hand experience gained in the course of work execution will provide the Contractor a sound basis for proposing work to be included in the subsequent contractor work plan.

During execution, the Contractor shall designate an individual to participate (in-person or by phone) in a daily stand-up meeting with the COR and other key Government personnel at each Sector. These meetings will occur five (5) days a week from Monday through Friday. The purpose of this meeting is to monitor work execution, with particular emphasis on planned versus actual work and the scheduled M&R activities of the day. The Government may further prioritize work items and provide execution direction to the Contractor. The scheduled activities will be based on the identification of urgent work requirements during the previous 24 hours and the planned routine work. Also, the Contractor shall identify any potential work issues at this meeting and propose solutions to resolve them. The meeting results shall be documented by the Contractor and incorporated into a weekly and monthly report. The Contractor shall designate an individual(s) to manage any urgent work requirements that must be addressed after normal business hours. Also, the Contractor shall provide a series of reports described in Section 3.2.

Contractor shall propose and maintain a work schedule for the work plan period of performance (PoP) and provide the COR(s) with a weekly updated 2-3 week look-ahead schedule.

### **3.1.8 Improvement Activities (Optional)**

As an optional task, the Contractor may be directed to perform Improvement Activities relative to the program. This option includes those activities that enhance the mission and functional capabilities of a TI asset through an addition, expansion, or adaptation (as defined in Sections 1.2 and 3.1.7). Either the Contractor or the Government may initiate a requirement for an Improvement Activity. When this task is exercised, each improvement shall not exceed a dollar level threshold of \$750,000 per activity with an expectation of three (3) activity incidents totaling \$2,250,000 per year.

## **3.2 Deliverables**

The Contractor shall provide the following deliverables:

- a. **Initial Contractor Work Plan.** The contractor work plan (CWP), as described in the SOW, will be due no later than 45 days after initial contract award. The Government will review, request revisions, and approve this first CWP no later than 30 days after submittal by the contractor. During the time period from the post-award conference to 30 days after contract award, the CTIMR contractor will accompany, as needed, the incumbent contractors and/or Government operators providing ongoing M&R on the Tactical Infrastructure in order to gain an increased understanding of the M&R work. This will allow for an efficient transition from any existing M&R contracts to the CTIMR contractor. During the time period while the first contractor work plan is being prepared by the Contractor and reviewed and approved by the Government, the Contractor will be responsible for executing a Government-provided work plan. The Government-provided work plan will be given to the Contractor at the post-award conference, and will cover the time period from 30 days after contract award to 90 days after contract award. The contractor shall provide the Government a detailed cost estimate (with supporting basis of estimate and schedule detail) of the work described within the Government-provided work plan within 15 calendar days of receipt of said work plan. The contractor shall also provide a performance bond and proof of insurance at the post award conference. Starting the 91st day after contract award, the Contractor shall be responsible for executing the Government-approved Contractor-developed work plan.
- b. **Proposed Contractor Work Plan.** The proposed contractor work plan shall contain at a minimum the following information:

- The planned/recommended work activities by work category and work classification combination. The Contractor shall package all work into individual work elements and projects. Work elements and projects shall describe a discrete set of work items, the specific location of each work item, when they should be performed, the required work standards (if applicable), the required resources by labor type, estimated hours, equipment, and materials/supplies to accomplish the work, and the detailed estimated cost by work activity. To ensure the Government receives supplies and services from responsible sources at fair and reasonable prices, the contractor shall conduct a price or cost analysis of all subcontractor proposed costs (if used), and provide a copy of this analysis as part of the cost estimate in accordance with FAR 15.404-3.
  - A detailed description of the process to be applied for collecting and reporting information associated with work planning; work execution, including planned/budgeted versus actual resource and cost expenditures; and other relevant information needed for Contractor management and Government oversight.
  - A detailed description of the processes to be applied in communicating with the COR and other Government representatives in controlling work activities that accommodates daily or periodic tasking for urgent and routine requirements.
  - A description of the methods that will be used to manage and control quality for each of the work categories/activities. This is of particular importance to the Government because much of the work will be conducted at sites remote from Border Patrol Sector, stations, and COR offices.
  - The procedures and methods to be employed to confirm compliance with local, county, State, Native American Nation, and Federal (e.g., International Boundary and Water Commission (IBWC)) compliance requirements, to include environmental best management practices, labor pay and certification requirements, historical, cultural and environmental awareness training requirements, and job safety criteria.
  - Identification of those work elements that are planned for subcontracting, including the names and locations of firms that will perform the work.
  - The projected quantity, if any, of required Government Furnished Material (GFM) that is forecasted for each urgent or routine work element or project/improvement. Include in the plan pick-up/delivery schedule and security/accountability arrangements. See Section 6.4 for more information on GFM.
- c. **Weekly Report.** The weekly report shall include the associated data entry into the Government established work management system (WMS) that describes the status of all scheduled routine work requirements and weekly roll up of completed Urgent requirements by work plan element and project. This report shall be provided on the following Wednesday for the previous week and organized by sector and work category. It will show work completed and the status of all outstanding work to be performed, and shall report on the quantities of GFM used and where it was used. The Contractor shall also provide an updated 2-3 week look-ahead schedule and identify any general issues impacting its ability to perform the approved requirements, as well as any improvement opportunities.
- d. **Monthly Burn Rate Report.** The monthly burn rate report shall include the planned/budgeted resource expenditures against the actual resource expenditures (e.g., burn rates) for the month (in both tabular and graphic form), for each sector, work category and work classification combination, and shall include a projected burn rate for the next 90-day period. The report shall be delivered on or before the sixth (6th) workday of the month to summarize the resource expenditures of the previous calendar month. The Contractor shall explain any deviations by work category and work classification combination that exceed plus or minus five (5) percent of budgeted to actual resource expenditures. Also, the COR may direct the Contractor to address certain topics in this report. The Contractor shall meet with the COR and other key Government personnel within five (5) workdays of the report delivery to brief them on the results. This briefing may be held in person or by teleconference. This report will be required during the base year contract period of performance only.
- e. **Quarterly Program Management Review.** On a quarterly basis, the Contractor shall participate in a quarterly Program Management Review (PMR) meeting with key Government personnel and the other area Contractors (as applicable) to discuss leading practices, issues/challenges and improvement opportunities. Fifteen (15) workdays prior to this meeting, the COR will direct the Contractor to prepare a brief on specific topics for the meeting. The Contractor shall provide the COR a copy of the brief within eight (8) workdays for Government

review. The COR will provide the Contractor its comments, which shall be incorporated into the final briefing and delivered electronically to the COR not later than three (3) business days prior to the date of the quarterly PMR. The Contractor shall present its briefing at the meeting. The Contractor shall also be responsible for capturing and tracking to closure all action items captured during the quarterly PMR, and preparing and providing meeting minutes within two (2) business days of the meeting.

- f. **Annual Report.** The annual report shall summarize all previous reports delivered during the year, as well as any lessons learned from the prior year’s period of performance. The annual report shall be delivered within 20 working days after the end of the base period and each option year period of performance. The Contractor shall meet with the COR and other key Government personnel within five (5) working days of the report delivery to brief them on the findings, recommendations, and results of the prior year’s performance.
- g. **Adhoc Information.** On occasion, the Contractor shall provide additional information as requested by the Government pertaining, but not limited to, work activities, labor, costs, and resources.

### 3.3 Schedule

The Contractor shall submit the various deliverables in accordance with the following schedule (*shown in Table 3.3-1 below*).

Deliverable	Due Date
<b>Weekly Report:</b> Scheduled routine work requirements report	Weekly; the following Wednesday for the previous week
<b>Monthly Burn Rate Report:</b> Funding Status/Burn Rate and EAC report by Sector by CLIN	– Monthly; on or before the sixth (6th) work day of the month to detail the funding status/Burn Rate (actual and projected) by Sector by CLIN
<b>Contractor Work Plan (CWP)</b>	– Initial contractor work plan within 45 days from contract award. This work plan is expected to cover a 90-day performance period. – The COR will request subsequent work plans and the Contractor shall have 21 days to respond. The period of performance for each follow-on work plan will be established when issued.
<b>Quarterly Program Management Review</b>	Eight (8) working days from request by COR
<b>Annual Report</b>	Twenty (20) working days after the end of the base period and each option year period of performance

**Table 3.3-1. Schedule for Required Deliverables**

### 3.4 Assumptions

The TI maintenance and repair program is still evolving. As such, the historical workload information that CBP possesses is still under development. CBP has identified herein the known inventory and quantities for TI assets including fence and gates, roads and bridges, drainage and grates, lighting and electrical systems and vegetation control and debris removal. There remains an undetermined/undefined number and miles of roads that are not yet officially included in the Work Area 4 CBP TI inventory that will be coming on line as the performance period of this proposed contract evolves. Similarly, additional vegetation control/debris removal, drainage systems, etc. may also be added to the existing CBP TI inventory during contract performance. Assets such as fence and

drainage systems often require immediate (urgent) attention to deter future breach attempts. Other assets such as roads can generally be maintained on a planned, routine schedule.

CBP has developed a web site that shows the most current and up-to-date information available regarding the existing assets as well as documentation regarding the CTIMR requirements. The information is located in the section titled "Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) Overview" on the Website ([http://cbp.gov/xp/cgov/border\\_security/ti](http://cbp.gov/xp/cgov/border_security/ti)). Prospective offerors are cautioned that the CBP TI program is continually evolving and that all numerical data should be considered as the best available data at the time of RFP release.

Information currently available includes:

- CTIMR Introduction: Provides introductory information regarding the TI program requirements and mission.
- CTIMR Work Categories: Provides description of representative assets, expected damages, and anticipated M&R work requirements for each of the five work categories.
- CTIMR Considerations: Addresses additional considerations, such as safety, seasonal effects, constraints, and work environment that offerors should consider before responding to the "Sources Sought" announcement.
- Photos of some of the existing assets, identified by asset type and Sector
- Inventory of assets, identified by asset type and Sector

#### **4.0 Monitoring Progress/Compliance**

The Government shall continually monitor the Contractor's performance using, but not limited to the following criteria:

- Completeness/thoroughness of the work plan, associated detailed cost estimate and schedule of work activities.
- Timely, cost-effective completion of urgent work items.
- Timely, cost-effective completion of routine work items.
- Completion of work as scheduled, within the estimated cost and approved WP budgets (through audits and inspections).
- Compliance with the Security Provisions as set forth in Section H.
- Collaboration and recommendations for identifying leading practices, cost-savings and work execution efficiencies.
- Program management support effectiveness, responsiveness and efficiency
- Technical performance of M&R and project/improvement work elements
- Compliance with approved subcontracting plan.
- Completion of work to proposed standards.
- Timeliness and completeness of all required reports and briefings.
- Timely and accurate entry of data into the Government web-based work management system (WMS)

## **5.0 Environmental Compliance**

CBP is committed to responsible environmental stewardship. For each type of TI described in this contract, the Contractor's M&R activities will likely trigger environmental compliance obligations. The Contractor will therefore be required to carry out assigned tasks in conformance with applicable federal and state environmental laws, regulations, and CBP and DHS environmental policies. The Contractor shall be required to comply with all applicable environmental, transportation and safety laws and regulations. The Contractor shall be responsible for demonstrating compliance with the regulations applicable to the work location. If required by law, regulation or policy, the Contractor shall obtain appropriate permits.

DHS has made commitments to the public, Congress, state and federal resource agencies regarding environmental stewardship. These commitments may be set forth in the National Environmental Policy Act (NEPA) documents or Environmental Stewardship Plans (ESP) that were prepared for each TI segment. In most instances, these commitments remain applicable for as long as DHS operates and maintains the TI. Such commitments include mitigation measures that are tailored to specific locations and Best Management Practices (BMPs) that apply to all maintenance activities. Specific examples of avoidance measures include cleaning up spills, dust suppression/minimization and may require restoring damaged land outside the approved project corridor. Specific BMPs include limited travel speeds; collecting and properly disposing all wastes including concrete wash water; using drip pans on motorized equipment; keeping all activities within approved project corridor real estate limits; properly flagging the site perimeter; controlling soil erosion; protecting endangered species and cultural sites; and reporting accidents and environmental incidents. Attachment 1 includes a list of BMPs.

The Contractor shall be familiar with and conform to the environmental commitments outlined in CBP NEPA documents, ESPs and BMPs. Any updates of NEPA documents, ESPs or BMPs will be shared with the Contractor. Existing NEPA documents, ESPs and BMPs related to the Tactical Infrastructure can be found on the TI Program Website at: [http://cbp.gov/xp/cgov/border\\_security/ti/ti\\_docs/sector/](http://cbp.gov/xp/cgov/border_security/ti/ti_docs/sector/).

## **6.0 Notes**

### **6.1 Work Conditions/Environment**

The Contractor shall be available to support all work under this contract five (5) days a week during normal business (daylight) hours, after hours for certain lighting work, and on weekends/holidays after hours as required by the COR for select urgent services throughout the duration of the contract. The Government will not provide office space for CTIMR Contractor employees, nor will the Contractor be provided space to store materials or equipment with the exception of the GFM inventory located in some of the USBP Sectors.

Each Contractor vehicle shall bear signage identifying the Contractor organization and the signage shall be readily visible from outside the cab. The Sectors may require additional identification for vehicles such as window stickers. In addition to vehicle signage, all Contractor personnel must wear company issued hats, protective gear and vests that will visibly identify them from afar as authorized personnel. Contractor personnel are also expected to wear identification badges that will allow the Border Patrol agents to positively verify they are Contractor employees. The Contractors shall be responsible for issuing the identification badges but the COR will provide the requirements for the identification (e.g., the overall badge size, photo size, and information to include).

### **6.2 Safety Considerations**

The Government will not provide security services for the Contractor; however, the Government will notify the Contractor of any specific security concerns likely to impact Contractor performance in a given sector or areas within the sectors. Proper safety equipment (including hard hats, protective eyewear, fire-retardant clothing, etc.) shall be used at all times by Contractor personnel in accordance with all governing safety rules and regulations noted above. The work areas will be kept clean and suited to the needs and safety of the patrolling Border Patrol agents, all government and contractor/subcontractor personnel and employees. Equipment and materials may only be stored in the work site (e.g., along TI roads) with prior approval of the COR.

The following precautions shall be taken:

- All maintenance, repair and project/improvement teams shall consist of at least two people.
- All work shall be conducted during daylight hours, with the exception of urgent services and certain lighting inspection work.
- The Contractor shall notify the local Border Patrol Station of their intent to approach the border fence. Prior to beginning work each day the contractor shall check in with the sector COR or COR-designated point of contact to notify them of the presence to work and if there are any security concerns that the contractor should be aware of that day.
- Each team shall have the ability to communicate with their management at all times.

### **6.3 Clean-Up**

The work area shall be kept clean on a daily basis for the proper completion of all work. The Contractor shall be responsible for the cleanup of all debris/trash that is generated as a result of work performed. All debris/trash shall be removed and lawfully disposed of in a proper facility. Any hazardous or toxic materials created from this project shall be removed and disposed of in a legal manner so as not to harm the environment and contractor shall maintain proper records of HAZMAT/toxic materials.

### **6.4 Government Furnished Materials (GFM)**

The Contractor is responsible to provide all office space, telecommunications, computers, cameras and other equipment necessary to perform the Program Management support activities. Additionally, Contractor shall provide all heavy equipment (e.g., dozers, graders, dump trucks, etc.), supplies and materials unless otherwise notified by the COR.

Currently the Government has a limited amount of materials (e.g., bollards, posts, cable, guard rails, etc.) that may be available to the Contractor. After contract award, CBP and the contractor will meet to determine initial GFM requirements based on sectors and fence design within those sectors. The Contractor will be responsible to arrange for safe loading, transport and inventory tracking of all materials authorized to be used from the Government storage facility in some of the USBP Sectors.

A list of available GFM will be provided upon contract award.

[END OF SECTION C]

**SECTION D      PACKAGING & MARKING**

NOTICE: No Clauses included in Section D of this Document

[END OF SECTION D]

## SECTION E      INSPECTION & ACCEPTANCE

### **E.1      52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

www.acquisition.gov

### **I.      FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
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### **E.2      52.246-12 INSPECTION OF CONSTRUCTION    (AUG 1996)**

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an

appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (g) If the Contractor does not promptly replace or correct rejected work, the Government may--
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

**SECTION F      DELIVERIES OR PERFORMANCE**

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

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

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

NUMBER	TITLE	DATE
--------	-------	------

**F.2      52.247-62 SPECIFIC QUANTITIES UNKNOWN (APR 1984)**

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated Quantity	Destination(s)
--------------------	----------------

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)

**F.3      PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from the date of award through 365 days. Four (1) one-year option periods, if exercised, will begin immediately following the base period on day 366.

**F.4      TERM OF CONTRACT WITH OPTION(S) (MAR 2003)**

The contract term shall be for a period of one year from the date of award, subject to the Government's option to extend the term of the contract in accordance with the clause entitled, "Option to Extend the Term of the Contract" FAR 52.217-9 contained herein. The total contract period, including all options, if exercised, is five (5) years.

**F.5      EVALUATION OF CONTRACT OPTION(S) (JUJL1990)**

FAR 52.217-5 - Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

[End of Clause]

[END OF SECTION F]

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of Clause)

### G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

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

[End of Clause]

### G.3 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

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

#### SUBMISSION OF INVOICES

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

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

**OR** email: [cbpinvoices@dhs.gov](mailto:cbpinvoices@dhs.gov)

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

- (2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection

Attention:

**OR** email:

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection

Attention: [Click here to enter text.](#)

**OR** email:

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

DCAA Field Office

Attention:

Phone:

Email:

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

### **INVOICE REVIEW AND APPROVAL REQUIREMENTS**

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

(1) The minimum requirements are:

- i. Name and address of the contractor.
- ii. Invoice date and invoice number.
- iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

- v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
  - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - viii. Taxpayer identification number (TIN).
  - ix. Electronic funds transfer (EFT) banking information.
  - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

#### **ADDITIONAL INVOICE REQUIREMENTS**

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

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

[End of Clause]

[END OF SECTION G]

## **SECTION H      SPECIAL CONTRACT REQUIREMENTS**

### **H.1      INSURANCE UNDER COST REIMBURSEMENT CONTRACTS - GROUP PLANS (OCT 2007)**

Pursuant to FAR 28.307-1, prior to purchasing insurance under a group insurance plan, the Contractor must submit the plan to the Contracting Officer for approval.

Any change in benefits provided under an approved plan that can be reasonably be expected to increase significantly the cost to the Government requires similar approval.

Any plan submitted must provide for the Government to share in any premium refunds or credits paid or otherwise provided to the contractor. In determining the Government's share in any refunds or credits, consideration shall be given to any special reserves or other refunds to which the contractor may be entitled in the future.

[End of Clause]

### **H.2      GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)**

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

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

[End of Clause]

### **H.3      SECURITY PROCEDURES (OCT 2009)**

#### **A. Controls**

1. The Contractor shall comply with the U.S. Customs and Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.
2. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor shall comply with all security policies contained in CBP Handbook 1400-05C, Information Systems Security Policies and Procedures Handbook.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Management Directive (MD) 4300.1, Information Technology Systems Security Program and DHS 4300A, Sensitive Systems Handbook.
4. All Contractor employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor employees' departure/separation, all badges, building passes, parking permits, keys and pass cards must be given to the Contracting Officer's Technical Representative (COTR). The COTR will ensure that the cognizant Physical Security official is notified so that access to all buildings and facilities can be revoked. NOTE: For contracts within the National Capitol Region

(NCR), the Office of Internal Affairs, Security Management Division (IA/SMD) should be notified if building access is revoked.

5. All Contractor employees must be registered in the Contractor Tracking System (CTS) database by the Contracting Officer (CO) or COTR. The Contractor shall provide timely start information to the CO/COTR or designated government personnel to initiate the CTS registration. Other relevant information will also be needed for registration in the CTS database such as, but not limited to, the contractor's legal name, address, brief job description, labor rate, Hash ID, schedule and contract specific information. The CO/COTR or designated government personnel shall provide the Contractor with instructions for receipt of CTS registration information. Additionally, the CO/COTR shall immediately notify IA/SMD of the contractor's departure/separation.
6. The Contractor shall provide employee departure/separation date and reason for leaving to the CO/COTR in accordance with CBP Directive 51715-006, Separation Procedures for Contractor Employees. Failure by the Contractor to provide timely notification of employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel completes a Contractor Performance Report (under Business Relations) or other performance related measures.

## B. Security Background Investigation Requirements

1. In accordance with DHS Management Directive (MD) 11055, Suitability Screening Requirements for Contractors, Part VI, Policy and Procedures, Section E, Citizenship and Residency Requirements, contractor employees who require access to sensitive information must be U.S. citizens or have Lawful Permanent Resident (LPR) status. A waiver may be granted, as outlined in MD 11055, Part VI, Section M (1).
2. Contractor employees that require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with MD 11055, Part VI, Section E (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in MD 11055, Part VI, Section M (2)
3. Provided the requirements of DHS MD 11055 are met as outlined in paragraph 1, above, contractor employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated background investigation (BI) or a single scope background investigation (SSBI) prior to commencing work on this contract. Exceptions shall be approved on a case-by-case basis with the employee's access to facilities, systems, and information limited until the Contractor employee receives a favorably adjudicated BI or SSBI. A favorable adjudicated BI or SSBI shall include various aspects of a Contractor employee's life, including employment, education, residences, police and court inquires, credit history, national agency checks, and a CBP Background Investigation Personal Interview (BIPI).
4. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated BI or SSBI that meets federal investigation standards.. For employee candidates needing a BI for this contract, the Contractor shall require the applicable employees to submit information and documentation requested by CBP to initiate the BI process.
5. Background Investigation information and documentation is usually submitted by completion of standard federal and agency forms such as Questionnaire for Public Trust and Selected Positions or Questionnaire for National Security Positions; Fingerprint Chart; Fair Credit Reporting Act (FCRA) form; Criminal History Request form; and Financial Disclosure form. These forms must be submitted to the designated

CBP official identified in this contract. The designated CBP security official will review the information for completeness.

6. The estimated completion of a BI or SSBI is approximately sixty (60) to ninety (90) days from the date of receipt of the properly completed forms by CBP security office. During the term of this contract, the Contractor is required to provide the names of contractor employees who successfully complete the CBP BI or SSBI process. Failure of any contractor employee to obtain and maintain a favorably adjudicated BI or SSBI shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COTR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel contractor employees, the Contractor shall propose a qualified replacement employee candidate to the COTR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COTR shall approve or disapprove replacement employees. Continuous failure to provide contractor employees who meet CBP BI or SSBI requirements may be cause for termination of the contract.

### C. Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable contractor personnel will be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COTR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public's interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
4. The Contractor shall ensure that its employees who are authorized access to sensitive information, receive training pertaining to protection and disclosure of sensitive information. The training shall be conducted during and after contract performance.
5. Upon completion of this contract, the Contractor shall return all sensitive information used in the performance of the contract to the CO/COTR. The Contractor shall certify, in writing, that all sensitive and non-public information has been purged from any Contractor-owned system.

### D. Notification of Contractor Employee Changes

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

clearance is to be obtained, in advance of the proposed change. The CO/COTR will notify the Office of Information and Technology (OIT) Information Systems Security Branch (ISSB) of the proposed change. If a security clearance is required, the CO/COTR will notify IA/SMD.

#### E. Non-Disclosure Agreements

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

[End of Clause]

### H.4 DISCLOSURE OF INFORMATION (MAR 2003)

#### A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

#### B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

#### C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

### H.5 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

- (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
  - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
  - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

#### **H.6 TRAVEL COSTS (AUG 2008)**

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

#### **H.7 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)**

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

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

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

[End of Clause]

## **H.8 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (JUL 2010)**

### **a. Contractor Performance Evaluation**

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

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

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

The contractor representative will be given a minimum of thirty (30) days to submit written comments or a rebuttal statement. Within seven (7) days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative's comments if none are provided within the thirty (30) day comment period. Any disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the CPARS Reviewing Officials (ROs). Once the RO completes the review, the evaluation is considered complete and the decision is final.

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

### **b. Primary and Alternate Corporate Senior Contractor Representatives**

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

c. Electronic access to contractor Performance Evaluations

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

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

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

[End of Clause]

**H.9 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)**

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time

is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

**H.10 SECTION 8(A) DIRECT AWARDS PURSUANT TO PARTNERSHIP AGREEMENT BETWEEN U.S. AND THE U.S. DEPARTMENT OF HOMELAND SECURITY (DEC 2008)**

The Partnership Agreement between the U.S. Small Business Administration (SBA) and the U.S. Department of Homeland Security sets forth the delegation of authority and establishes the basic procedures for expediting the award of 8(a) contract requirements. Although the SBA may not be specifically identified in Section A (Solicitation/Contract Form), it is still the Prime Contractor for the contract or order.

[End of Clause]

**H.11 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)**

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

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

the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

## SECTION I      CONTRACT CLAUSES

### **1.1      52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

### **I.      FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

NUMBER	TITLE
<b>1.2</b>	<b>52.202-1 DEFINITIONS (NOV 2013)</b>
<b>1.3</b>	<b>52.203-3 GRATUITIES (APR 1984)</b>
<b>1.4</b>	<b>52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)</b>
<b>1.5</b>	<b>52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)</b>
<b>1.6</b>	<b>52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)</b>
<b>1.7</b>	<b>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)</b>
<b>1.8</b>	<b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)</b>
<b>1.9</b>	<b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)</b>
<b>1.10</b>	<b>52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)</b>
<b>1.11</b>	<b>52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</b>
<b>1.12</b>	<b>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>1.13</b>	<b>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)</b>
<b>1.14</b>	<b>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)</b>
<b>1.15</b>	<b>52.210-1 MARKET RESEARCH (APR 2011)</b>
<b>1.16</b>	<b>52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)</b>

**1.17 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)**

**1.18 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**

**1.19 52.216-9 FIXED FEE-CONSTRUCTION (JUN 2011)**

**1.20 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)**

**1.21 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 thirty (30) days.

(End of clause)

**1.22 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 thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

(End of clause)

**1.23 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)**

**1.24 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)**

**1.25 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

**1.26 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**

**1.27 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

**1.28 52.222-3 CONVICT LABOR (JUN 2003)**

**1.29 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)**

**1.30 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)**

**1.31 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)**

- 1.32 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**
- 1.33 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)**
- 1.34 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)**
- 1.35 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)**
- 1.36 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**
- 1.37 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)**
- 1.38 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- 1.39 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- 1.40 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
- 1.41 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- 1.42 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- 1.43 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**
- 1.44 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- 1.45 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)**
- 1.46 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**
- 1.47 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)**
- 1.48 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
- 1.49 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- 1.50 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 1.51 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)**
- 1.52 52.228-11 PLEDGES OF ASSETS (JAN 2012)**
- 1.53 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)**
- 1.54 52.232-17 INTEREST (MAY 2014)**

- 1.55 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
- 1.56 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 1.57 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 1.58 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 1.59 52.233-1 DISPUTES (MAY 2014)
- 1.60 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 1.61 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 1.62 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 1.63 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 1.64 52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
- 1.65 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
- 1.66 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 1.67 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 1.68 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 1.69 52.242-13 BANKRUPTCY (JUL 1995)
- 1.70 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987)
- 1.71 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

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

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

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
    - (i) What contract line items have been or may be affected by the alleged change;
    - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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

(End of clause)

**1.72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**1.73 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014)**

**1.74 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)**

**1.75 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**1.76 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

**1.77 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of and shall not be binding until so approved.

(End of clause)

**1.78 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**1.79 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
- (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
  - (2) Except for novation agreements and advance payments, delegates to the the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
  - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

- (4) To notify the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the .

(End of clause)

**1.80 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003) ALTERNATE I (APR 2005)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
  - (3) The offeror's approved business plan is on the file and serviced by .
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
  - (2) The will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**A.1 52.222-8 PAYROLLS AND BASIC RECORDS (DEVIATION)**

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the

work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home address shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Wage and Hour Division site at <http://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontracts shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submissions to the Contracting Officer.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

**1.81 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage Fringe Benefits
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(End of clause)

**1.82 52.225-9 BUY AMERICAN--CONSTRUCTION MATERIALS (MAY 2014)**

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

“Commercially available off-the-shelf (COTS) item”--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when and how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchases by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty free certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause in the Government determines that--
- (i) The cost of the domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such a material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
- (A) A description of the foreign and domestic construction materials;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Price;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of the clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use a foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers.

**Foreign and Domestic Construction Materials Price Comparison**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
<b>Item 1:</b>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<b>Item 2:</b>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response, if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]

(End of clause)

**1.83 52.228-14 IRREVOCABLE LETTER OF CREDIT (MAY 2014)**

- (a) "Irrevocable letter of credit (ILC)," as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--
  - (1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;
  - (2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration

date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC.

The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date: \_\_\_\_\_

Irrevocable Letter of Credit No.: \_\_\_\_\_

Account party's name: \_\_\_\_\_

Account party's address: \_\_\_\_\_

For Solicitation No.: \_\_\_\_\_ (for reference only)

To [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.
4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.
5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].
6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
 [Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
 [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_  
 Our Letter of Credit Advice Number \_\_\_\_\_  
 Beneficiary: \_\_\_\_\_ [U.S. Government agency]

\_\_\_\_\_  
 [Confirming Financial Institution's Letterhead or Name and Address]

Issuing Financial Institution: \_\_\_\_\_  
 Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.
2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.
4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:
  - (a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or
  - (b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.
5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].
6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
 [Confirming financial institution]

- (g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

Sight Draft

\_\_\_\_\_  
 [City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$\_\_\_\_\_. This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_  
 [Beneficiary Agency]

\_\_\_\_\_  
 [By]

(End of clause)

**1.84 3052.203-70 INSTRUCTIONS FOR CONTRACTOR DISCLOSURE OF VIOLATIONS (SEP 2012)**

When making a written disclosure under the clause at FAR 52.203-13, paragraph (b)(3), the Contractor shall use the Contractor Disclosure Form at <http://www.oig.dhs.gov> and submit the disclosure electronically to the Department of Homeland Security Office of Inspector General. The Contractor shall provide a copy of the disclosure to the Contracting Officer by email or facsimile on the same business day as the submission to the Office of Inspector General. The Contractor shall provide the Contracting Officer a concurrent copy of any supporting materials submitted to the Office of Inspector General.

(End of clause)

**1.85 3052.205-70 ADVERTISEMENTS, PUBLICIZING AWARDS, AND RELEASES (SEP 2012)  
ALTERNATE I (SEP 2012)**

- (a) The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.
- (b) All advertisements, releases, announcements, or other publication regarding this contract or the agency programs and projects covered under it, or the results or conclusions made pursuant to performance, must be approved by the Contracting Officer. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity, release, or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(End of clause)

**1.86 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

- (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

- (b) Definitions. As used in this clause:

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

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

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

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

(c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) **Treatment of Certain Rights.**

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

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

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

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

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

(End of Clause)

**1.87 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (MAR 2013)**

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

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

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

(End of Clause)

**1.88 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum *M-12-16, Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

**SECTION J      LIST OF ATTACHMENTS**

**J.1      LIST OF ATTACHMENTS**

<b>Attachment No.</b>	<b>No. of Pages</b>	<b>Attachment Title</b>
1	9	<u>Best Management Practices</u>
2	1	<u>Notice Regarding Contact with Landowners</u>
3	16	<u>Sample Work Plan Request</u>
4	2	<u>Instructions for Proposal Cost Template</u>
5	11	<u>Cost Template guide</u>
6	4	<u>Past Performance Questionnaire</u>
7	2	<u>Consent Letter</u>
8	1	<u>Client Authorization Letter</u>
9	4	<u>Instructions for Completing Government Furnished Material (GFM) Order Form</u>
10	493	<u>CBP TI Standard Designs – *(compressed file attachment)</u>
11	12	Texas Wage Grade Determinations
12	1	Pre-Award Survey Letter to Contractor
13	1	<u>Pre-Award Survey Presentation –SF-1408</u>
14	2	<u>Appendix A - Road Maintenance Technique Definitions</u>

**The following attachments are incorporated via separate attachment:**

- Attachment 1 – Best Management Practices
- Attachment 2 – Notice Regarding Contact with Landowners
- Attachment 3 – Sample Work Plan
- Attachment 4 – Instructions for Proposal Cost Template
- Attachment 5 – Cost Template Guide
- Attachment 6 – Past Performance
- Attachment 7 – Consent Letter Instructions for completing GFE
- Attachment 8 – Client Authorization Letter
- Attachment 9 – Instruction for GFM
- Attachment 10 – CBP TI Standard Designs
- Attachment 11– Wage Determinations
- Attachment 12 – Pre-Award Survey Letter to Contractor
- Attachment 13 – Pre-Award Survey Presentation –SF-1408
- Attachment 14 – Appendix A - Road Maintenance Technique Definitions

**SECTION K      REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFEROR**

**K.1      52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is USD.
- (2) The small business size standard is \$35.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (vii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222–26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223–2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225–3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

## **K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K.3 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision--

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

**K.4 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

(a) *Definitions.* As used in this provision--

“Person”--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### **K.5 52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION (OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;

- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

**K.6 3052.209-79 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW OR UNPAID FEDERAL TAX LIABILITY (FEB 2014) (DHS FAR CLASS DEVIATION 14-02)**

- (a) In accordance with sections 561 and 562 of Division F, Title V of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), none of the funds made available by that Act may be used to enter into a contract with any corporation that:
  - (1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agency, and made a determination that this further action is not necessary to protect the interests of the Government.
  - (2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that:
  - (1) It is  is not  a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months.
  - (2) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (c) If the offeror represents in (b) above that it is a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, or that it is a corporation that has unpaid Federal tax liability that has been assessed, the offeror shall provide all information related to the felony or tax liability within 3 business days of the Government's request.

(End of provision)

**SECTION L INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS**

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

**I FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER TITLE

**L.2 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

**L.3 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**L.4 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

**L.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed Fee contract with one Firm Fixed Priced CLIN, resulting from this solicitation.

(End of provision)

**L.6 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: See Attachment 13 Pre-Award Survey Presentation –SF-1408 to be requested and with sample Pre-Award Survey cover letter also provided as attachment 12.

(End of provision)

**L.7 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)**

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6 Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**L.8 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for Minority Participation</u>	<u>Goals for Female Participation</u>
10%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and
  - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is .

(End of provision)

**L.9 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**L.10 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Customs and Border Protection –  
FF&A&PP - Procurement Directorate  
1901 South Bell, 8<sup>th</sup> Floor  
Arlington VA 20598

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

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.11 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)**

The Government has determined that for purposes of this solicitation the product(s) or service(s) being acquired by this action are neither presumptively nor actually entitled to a pre-determination that the products or services are qualified anti-terrorism technologies as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. This determination does not prevent sellers of technologies from applying for SAFETY Act protections in other contexts. Proposals in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered for award. See Federal Acquisition Regulation subpart 50.2.

(End of provision)

**L.12 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (OCT 2008)**

Each offeror's proposal submitted in response to this solicitation shall be prepared in two volumes: Volume I – Technical Proposal and Volume II – Cost/Price Proposal. Each volume shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other.

The technical proposal is centered on the evaluation of the offeror's proven management approach and technical ability in executing the work, both in developing the work plan and in accomplishing the Maintenance and Repair work as specified in the contract. The cost proposal, following a similar approach, will concentrate on estimated costs associated with executing maintenance and repair work.

For purposes of evaluating the offeror's technical and cost proposals, a Sample Work Plan Request which correlates to the work requirements and objectives in the statement of work (SOW) is included as Attachment 3.

This document identifies sample work elements for routine, urgent, and improvement activities, including the travel time to each incident, the type of work required, and the number of incidents the offeror will manage over a 365-day period, and is used “solely” for the evaluation of the offeror’s technical approach and sample work plan (as required in the technical proposal) and the associated costs (as required in the cost proposal). The Sample Work Plan provides a way for each Offeror to demonstrate its comprehensive understanding of the unpredictable environment within which work under this contract might be performed. Offerors will base their Sample Work Plan and estimate of costs using the work element information and assumptions included in this document, in addition to the information included in Section C.

Although the evaluation will be based on the base period, the offeror is required to propose cost associated with option periods using the given Global Insight escalation rate of 4.00 (%) percent per year – to be applied to direct cost.

The proposals shall be submitted as Volumes I and II, electronically to (b) (6), (b) (7)(C) Contract Specialist at the following e-mail addresses: (b) (6), (b) (7)(C). The proposals shall also be submitted in two complete CD-ROM copies (one Technical Vol. I and one Cost Vol. II) to the individual designated to receive proposals in the solicitation. Responses to this request for proposals are due on 27 Sept 2014 at 03:00 p.m. EST.

The proposal shall be delivered to:

U.S. Customs and Border Protection  
Office of Administration  
FF&A&P Contracting Branch  
1901 South Bell Street, 8<sup>th</sup> Floor  
Arlington, VA 20598

Proposals must be prepared in accordance with these instructions and provide all required information in the format specified. The required format is designed to ensure submission of information essential to the understanding and comprehensive evaluation of the offeror's proposal.

### **Formats**

Electronic applications: written documents, MS Word 2003 (or later); spreadsheets, MS Excel 2003 (or later) with formulas included; project plans/schedules, MS Project 2003 (or later); and portable document format, Adobe Acrobat 7 Professional (or later).

Hard paper copy: 8 1/2 x11 inch paper in three-ring binder(s), single-spaced.

Font size shall be Times New Romans, in no smaller than 12 point for text, 10 point for spreadsheets and any font size for graphics as long as they are legible.

### **Page Limits**

The Volume I Technical Proposal is limited to 50 pages. Pages beyond this number will not be read or evaluated. When both sides of a sheet display printed material, it shall be counted as 2 pages (single-sided preferable). Printed pages and illustrations shall be legible and no larger than 11” x 17” foldouts as appropriate for the subject matter. Foldouts are considered part of the page limitations, shall be printed on one side only, and shall count as two pages. All pages must be numbered sequentially. Included in the page count are separate pages providing graphics, charts, illustrations, and pictures. Title pages, table of contents, section dividers, and cover pages will not count in page limits.

Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

#### A. Volume I—Technical Proposal

This volume must not contain any reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the requirements may be evaluated.

The Technical Proposal shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements of the solicitation. To this end, the Technical Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation. The Contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. Proposals which merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document, or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award.

This volume shall consist of the sections as outlined and described below.

#### Volume I—Technical Proposal

##### Section 1—Transmittal Letter

A letter that formally transmits the proposal and states in general terms how the offeror meets the solicitation requirements.

##### Section 2 - Executive Summary and Table of Contents

In this section, the offer will be summarized, highlighting salient features of the proposal, including a description of the offeror's approach and plans to satisfy and support requirements of this solicitation.

A clear table of contents with page numbers referenced shall be included.

##### Section 3—Management/Technical

The technical approach shall address the tabs below and be in as much detail as the offeror considers necessary to fully explain the proposed management/technical approach or method and must demonstrate a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The Technical Proposal should reflect a clear understanding of the nature of the work being undertaken. The technical approach should discuss any perceived areas of risk and risk management. If subcontractors are to be utilized, the offeror shall submit the same information pertaining to the subcontractors.

Elaborate brochures, binders and the like are neither required nor desired. Legibility, clarity and completeness are important. The submission of brochures or flyers alone without an accompanying explanation specific to this proposal is not acceptable.

## Tab A—Management Approach

The offeror shall propose a clear, concise, and streamlined management structure for the CTIMR Work Area 4 Program, and address how the offeror intends to comply with all of the applicable SOW requirements and accomplish the management planning and execution for a cost reimbursement type contract while working effectively with the TI PMO and each sector. The management approach shall clearly describe and address, at a minimum, the following:

- a. Management structure and processes to support performance at multiple work site locations, including the use of teaming partners;
- b. Clearly defined chain of command that allows for decentralized management decision making;
- c. How the management structure facilitates timely assignment and execution of work to include managing multiple work requirements related to any CTIMR M&R function;
- d. Processes utilized to attract, recruit, and retain a highly qualified workforce, to include hiring practices, retention rates and processes utilized for keeping staff trained on the latest safety and quality assurance methods and for ensuring that high quality, well trained personnel are hired for all work requirements.
- e. Approach to identifying applicable local, county, Native American Nation, State, and Federal real estate and environmental compliance requirements and how the contractor will comply with them during work execution.
- f. Any teaming partners, the qualifications of each teaming partner, and the value they will provide to the CTIMR Work Area 1 Program.

In the event a Contractor Team Arrangement (CTA) is being proposed (as defined by FAR 9.601), the offeror will include a copy of the teaming agreement or letter of commitment as an attachment to the proposal. There is no page limit for the CTA; and it does not count against the page limitation. The attachment shall include a signed copy, authorized by representatives of each Team Member, of the CTA(s) between the Team Lead and all team members. At a minimum, the CTA(s) shall clearly state the name and Point of Contact (POC) information of the proposed Team Lead and POC information of each proposed Team Member. The CTA(s) shall indicate the business size of the Team Lead and Team Members, and clearly delineate the percentage proposed for each team member. The CTA shall indicate the roles and responsibilities of the Team Lead and each Team Member.

## Tab B—Technical Capabilities

The offeror shall identify and describe the methodology and analytical techniques to be used in fulfilling the technical requirements identified in the RFP and clearly demonstrate the appropriateness and effectiveness of the offeror's overall technical approach for satisfying M&R requirements under the contract. The offeror will address any unique aspects of the overall technical approach; the project management techniques that will be used to ensure that services are delivered in a quality manner, on time, and within cost requirements; the process for ensuring data and reporting are accurate; and the technical approach to executing CTIMR activities of varying size and complexity levels in a scalable and validated manner. The technical capabilities shall clearly describe and address, at a minimum, the following:

- a. How the offeror's technical approach will benefit the CTIMR Work Area 4 Program, in terms of capability, timeliness, and the ability to meet routine or urgent M&R requirements (as needed);
- b. The offeror's key personnel and how their qualifications and experience are commensurate with the respective roles;

- c. The offeror's approach to performing the work elements and delivering the services specified in each work category within the SOW;
- d. The offeror's approach to responding to the time constraints and response requirements contained within the SOW;
- e. The offeror's ability to obtain or make available the required resources; i.e., people, materials, equipment, and financing during the entire performance period;
- f. The process and techniques for security, quality management, and data collection, storage, and reporting.

### Tab C—Past Performance

The offeror shall submit past performance information for a maximum of three (3) contracts. The offeror may include past performance information for teaming partners, joint venture partners, and/or subcontractors that the offeror is proposing to perform aspects of the effort that the offeror considers critical to the overall successful performance of the proposed effort. However, the offeror is required to submit past performance information for a minimum of two (2) contracts that address the offeror's past performance, rather than the past performance of the offeror's teaming partners, joint venture partners, and/or subcontractors. If the offeror submits past performance information for an indefinite delivery contract, then the offeror must identify a specific task order under the indefinite delivery contract.

Along with the information required in this section, the offeror shall submit a consent letter (similar to Attachment 7 executed by each teaming partner, joint venture partner, and/or subcontractor authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort performed for a non-governmental commercial client, the offeror shall also submit a client authorization letter (similar to Attachment 8), authorizing release to the Government of requested information on the offeror's performance.

### Recent and Relevant Contracts

The offeror shall submit past performance information for efforts on contracts and/or tasks performed during the three (3) years immediately preceding the date of issuance of this solicitation. The offeror shall include rationale supporting the assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining recency and relevance, see Section M, Clause M.4 - Evaluation Criteria, Factor 2 - Past Performance.

The three contracts must ***have at least one year of performance history***, and must be similar in size and scope to the requirements identified in the RFP and attachments. At a minimum, the following information shall be provided:

- Client (Agency, Department, State, or other entity)
- Project Name
- Project Period of Performance
- Contract Number
- Contract Type
- Contract Value: At initial award and current
- CO: Name, Phone Number, E-mail address, Position
- COTR: Name, Phone Number, Fax Number, E-mail address, Position
- Sub-contractor information: Name of each sub-contractor, specific role and responsibilities, POC for each sub-contractor and a phone number, and sub-contractor value at initial award and current.

- Description to include at a minimum the types of work performed the geographical breadth of the project, and how work was organized and managed.

The offeror is cautioned that in addition to the data provided by the offeror in this Volume, the Government will also use data obtained from other sources in the evaluation of past performance. Reference Clause M.4 for additional information.

### **Specific Content**

The offeror shall explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a Limited Confidence or No Confidence assessment, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror shall clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required.

### **Questionnaires**

The offeror shall transmit to each agency/business Point of Contact (POC) a Past Performance Questionnaire Cover Letter (similar to Attachment 6 that requests that the completed questionnaire be forwarded to the CO by 20 Sept 2014. With each Questionnaire Cover Letter, the offeror shall send out a Past Performance Questionnaire in accordance with the format contained in Attachment 6 to each of the POCs identified in the Past Performance Tab. Each POC should complete and submit the questionnaire directly to the CO at (b) (6), (b) (7)(C) referencing the RFP Number and the offeror evaluated. Once a POC completes a Past Performance Questionnaire, the information contained therein shall be considered source selection sensitive and shall not be released to the offeror.

The offeror is responsible for ensuring timely submission of the completed Past Performance Questionnaire by each agency/business reference provided in the proposal. If responses to the Past Performance Questionnaires are not received on time as indicated, it may affect the evaluation of the offeror's proposal.

### **Tab D—Sample Work Plan**

The offerors will prepare a response for completing the Sample Work Plan Request provided in Attachment 3. The response to this Sample Work Plan Request should be consistent with the offeror's management and technical approaches provided under the Management/Technical Factor. The Sample Work Plan Request represents similar work requirements for routine, urgent, and improvement activities that could be performed by the CTIMR Contractor. In response to the Sample Work Plan Request, the Offeror's Sample Work Plan shall demonstrate a reasonable proposed technical approach for completing the requirements that employs the Offeror's management structure.

The offeror's Sample Work Plan should include a detailed technical approach for accomplishing the tasks, address any management aspects associated with the tasks, discuss any issues which might prevent accomplishing the work as specified, and estimate the personnel hours, by labor category and skill level, required for each activity. Any travel and items covered under Other Direct Costs (ODCs) should be

identified. Any hours allocated for Program Management (as defined in SOW Paragraph 3.1.6) should be included under the Program Management CLIN.

As outlined in SOW Paragraph 3.2, the Sample Work Plan shall contain at a minimum the following information:

1. The planned/recommended work activities by work category and work classification combination. The Contractor shall package all work into individual work elements and projects. Work elements and projects shall describe a discrete set of work items, the specific location of each work item, when they should be performed, the required work standards (if applicable), the required resources by labor type, estimated hours, equipment, and materials/supplies to accomplish the work, and the detailed estimated cost by work activity.
2. A detailed description of the process to be applied for collecting and reporting information associated with work planning; work execution, including planned/budgeted versus actual resource and cost expenditures; and other relevant information needed for Contractor management and Government oversight.
3. A detailed description of the processes to be applied in communicating with the COR and other Government representatives in controlling work activities that accommodates daily or periodic tasking for urgent and routine requirements.
4. A description of the methods that will be used to manage and control quality for each of the work categories/activities. This is of particular importance to the Government because much of the work will be conducted at sites remote from Border Patrol Sector, stations, and COR offices.
5. The procedures and methods to be employed to confirm compliance with local, county, State, Native American Nation, and Federal (e.g., International Boundary and Water Commission (IBWC)) compliance requirements, to include environmental best management practices, labor pay and certification requirements, historical, cultural and environmental awareness training requirements, and job safety criteria.
6. Identification of those work elements that are planned for subcontracting, including the names and locations of firms that will perform the work.
7. The projected quantity, if any, of required Government Furnished Material (GFM) that is forecasted for each urgent or routine work element or project/improvement. Include in the plan pick-up/delivery schedule and security/accountability arrangements. See SOW, Paragraph 6.4 for more information on GFM.

#### Tab E—Assumptions, Exceptions, and Deviations

The offeror shall state all assumptions, exceptions, and deviations at the end of Volume I. For every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

## B. Volume II—Cost/Price Proposal

This section is to assist the offeror in submitting information that is required to evaluate the reasonableness of the offeror's proposed cost/price. Compliance with these requirements is mandatory and failure to comply may result in rejection of the offeror's proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has submitted an unrealistic proposal. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an offeror's proposal. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the offeror.

The offeror shall submit an electronically encoded cost/price model based on Attachment 5 in support of the proposed price. The cost proposal shall be submitted in XLS file format (at a minimum, version Microsoft Excel 2003) and shall include all formulas and calculations. The cost/price model submitted must duplicate the logic and mathematical formulas reflected in the paper copy of the offeror's proposal.

All information relating to the proposed cost/price, including all required supporting documentation must be included in the section of the proposal designated as the Cost/Price Volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal.

This volume shall consist of the sections as outlined and described below.

### Volume II—Cost/Price Proposal

Section 1—Executive Summary and Table of Contents (this document shall not exceed two (2) pages, not including TOC).

In this section, the cost/price proposal will be summarized, highlighting any salient features. A clear table of contents with page numbers referenced shall be included

### Section 2—Solicitation, Offer, and Award

The Offeror shall incorporate information described in Section M, Paragraph M.4, Factor 4. The Offeror shall also incorporate the information required as part of Attachment 3 into this section.

Standard Form 1442, Solicitation, Offer and Award, (SF 1442) is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 1442. The offeror's proposal and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

Solicitation, Offer and Award (SF 1442) (Part I, Tab B). When completed and signed by the offeror, the SF 1442 constitutes the offeror's acceptance of the terms and conditions of the proposed contract. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. Offerors shall sign the SF 1442 in Block #20B.

Three (3) originally executed copies of Standard Form 1442 (with Blocks 14 through 20 completed); and Section K fully executed shall be submitted.

The SF 1442 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 1442.

UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 1442 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL AND PROPOSAL PACKET. Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

### Section 3—Exceptions

Any exceptions taken with respect to the clauses in the solicitation shall be noted. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

### Section 4—Financial Capability

The offeror shall provide the following data for itself and for any subcontractors for which the total value of the subcontract is greater than \$650,000:

- (a) Provide a copy of annual financial statements including CPA certified balance sheet, profit/loss statement and statement of retained earnings covering each of the offeror's last three annual accounting periods, including the most recent partial period, if currently available.
- (b) Specify the financial capacity, working capital and other financial resources available to perform the contract

### Section 5—Cost or Pricing Data

#### Tab A—Cost/Price Supporting Documentation

The information requested in the proposal is required to enable the Government to perform cost and price analysis.

The offeror shall prepare a summary schedule based on the Sample Work Plan Request included in Attachment 3 that provides the estimated Total, Not-To-Exceed Amount. Along with the summary schedule, the offeror is required to provide full back-up documentation for each work category, as well as the Program Management CLINs.

The offeror shall include all costs for Program Management activities (as defined in the SOW under Paragraphs 3.1.6, 3.1.7, and 3.2) under the Program Management CLIN. Of note, the Program Management CLIN shall include all costs associated with these activities for a full year of performance during the base period. This CLIN will be incorporated into the contract as a Firm Fixed Price item.

The Government estimates that a total of three (3) separate improvement activities will be required each year (base year plus four option years (if exercised) totaling 15 separate activities for the life of the contract). Offerors are required to insert a NTE price of \$2,250,000 for the base period and each option period for the Improvement Activity (CLIN 90) in their cost

proposal. This is based on the assumption that the Government will require three separate activities per year (each with a total NTE ceiling amount of \$750, 000 per activity) for each year of the contract.

The back-up documentation shall include detailed cost/price amounts of all resources required to accomplish each work requirement (i.e., labor categories, labor hours, number of employees for each labor category, labor rates, specific equipment proposed and its usage, proposed quantities of materials and supplies, travel, proposed specific support items and their estimated costs, and a total cost breakdown (to include a summary total for each cost component, e.g., labor, overhead, or G&A), and the proposed fee.

Labor rates should include sufficient detail to sustain a DCAA audit (e.g. Direct Labor Rates, Overhead, Fringe Benefits, G&A, Fee, etc.). All travel must show the specific detail, if known (i.e., number of days, locations, number of personnel, etc.). All equipment, material, and ODC's shall annotate the specific detail (quantity, part number, manufacturer, etc.) to include supporting documentation to justify the cost (i.e., vendor quotes, price history, etc.).

#### Tab B—Subcontractor Supporting Documentation

The offeror shall also provide supporting cost/price documentation, in the same format as specified in this section, for each subcontractor. Subcontractors should submit proprietary data directly to the CO in a separate, sealed envelope.

#### Tab C—Assumptions

Offerors must submit, under a separate tab, all (if any) assumptions upon which the Cost/Price Proposal is based including any Other Direct Cost (ODC) and travel.

#### Tab D—Written Statement on Approved Purchasing System

Offeror's with an approved purchasing system shall provide a written statement from the cognizant ACO. Government consent to subcontract may be required for offerors without an approved purchasing system (See FAR Clause 52.244-2).

Cost-Reimbursement Pricing: Pricing shall be in accordance with approved DCAA or FAR Part 31 rates to include direct and indirect rates. Contractors without audited rates shall propose indirect rates in accordance with FAR 31.

#### Tab E—Written Statement on Estimating System

Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also, identify any deviations from the offeror's standard estimating procedures in preparing this proposal Volume. Indicate whether the offeror has Government approval of the offeror's system and if so, provide evidence of such approval.

#### Tab F—Written Statement on Approved Accounting System

The offeror's accounting system must be able to withstand a Government audit. To receive a cost reimbursement contract, an offeror's accounting system must be adequate for determining costs

applicable to a prospective contract in accordance with FAR 16.301-3(a)(1). The offeror shall identify the Defense Contract Audit Agency (DCAA) office and representative that has cognizance over the offeror's company, and the date of the last audit performed by DCAA.

Specify whether or not the organization's accounting system has been approved by a Government agency; if so, state the name and location of the cognizant audit agency, the name and telephone number of the cognizant auditor, and the types of Government contracts for which the accounting system has been approved. Also, identify any deviations from your standard procedures in preparing this proposal.

#### Section 6—Offeror's Addendum

This section is provided for submission of any additional information not included elsewhere but considered to be pertinent to the proposal.

[End of Provision]

#### **L.13 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

#### **L.14 AGENCY LEVEL PROTEST NOTICE (APR 2003)**

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the U.S. Customs & Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

**SECTION M      EVALUATION FACTORS FOR AWARD**

**M.1      52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

**I      FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER	TITLE	DATE
<b>M.2      52.217-5</b>	<b>EVALUATION OF OPTIONS</b>	<b>(JUL 1990)</b>
<b>M.3      GENERAL</b>	<b>EVALUATION INFORMATION</b>	<b>(OCT 2008)</b>

In addition to the specific evaluation criteria contained in the provision entitled "EVALUATION CRITERIA" in this solicitation, the Contracting Officer will consider the following additional factors in the source selection process:

- a. The offeror must respond to all of the requirements of the solicitation, and must include in his proposal all information specifically required in all sections of the solicitation.
- b. The offeror must respond to the solicitation work requirements for Work Area 4 as a whole. The offeror may not provide a response for a portion of the work requirements in the RFP. The contract award will be based upon an offeror's proposal to perform all of the work requirements for Work Area 4.
- c. Award of a contract may not be made to any offeror unless an agreement can be secured for all stated terms, conditions, representations, certifications, and all other information required by the solicitation.
- d. The offeror is not granted an exception from the requirement to submit cost or pricing data unless otherwise notified by the Government.
- e. Award of a contract can only be made to an offeror:
  - a. Whose proposal is technically acceptable and represents best value;
  - b. Whose proposed cost/price is determined reasonable; and
  - c. Who is considered to be responsible within the meaning of FAR 9.104.
- f. An assessment of the offeror's past performance information will be made, which is separate from the responsibility determination. In addition to the past performance information submitted by offerors, the Government will use the Department of Defense's Past Performance Information Retrieval System (PPIRS) (<https://www.ppirs.gov>) and other available sources to obtain contractor past performance data

for consideration in the evaluation process. The Government will determine the relevance of similar past performance information to the instant acquisition.

- g. In the case of an offeror without a record of relevant past performance, or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

[End of Provision]

#### **M.4 EVALUATION CRITERIA (JUN 2007)**

Major categories considered in the evaluation of proposals are as follows:

Factor 1 MANAGEMENT TECHNICAL (NON-COST)

- a. Management Approach
- b. Technical Capabilities

Factor 2 PAST PERFORMANCE (NON-COST)

Factor 3 SAMPLE WORK PLAN (NON-COST)

Factor 4 COST/PRICE EVALUATION

An evaluation team has been established by the U.S. Customs and Border Protection to rate the technical proposals (i.e., those major categories). Each member of the team will evaluate each proposal in accordance with the technical evaluation factors/subfactors stated below to determine if the proposal is acceptable. Full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be conducted in an equal manner.

Evaluation of Factor 1 "**Management/Technical**" portion of the proposal will be based on the following factors:

The evaluation will gauge the offeror's depth of understanding of CTIMR Work Area 4 requirements as stated in the SOW, Section C, paragraphs 3.1 through 6.0. The evaluation will determine the ability of an offeror to fully support CTIMR throughout the contract performance period.

#### **Management Approach**

The Government will evaluate the appropriateness and effectiveness of the offeror's overall management structure for satisfying M&R requirements, including partnering with subcontractors, and a sound approach to working effectively with the TI PMO and each sector.

The Government will evaluate:

- The extent to which the proposal allows for management of all established field offices being proposed as well as work site locations, to include teaming partners, and a clearly defined chain of command that allows for decentralized management decision making. The evaluation will assess to what extent the management structure facilitates timely assignment and execution of work, how well it will support multiple work requirements related to any CTIMR M&R function, and how well it addresses how multiple work requirements will be managed and executed.
- The extent to which the offeror proposed a sound approach for obtaining/training/retraining qualified personnel to fulfill proposed positions and meeting all contractual requirements and how it will increase staff and additional services should these services be needed.

- The extent to which the offeror demonstrates a sound approach to managing applicable real estate and environmental compliance requirements and maintaining compliance with them during work execution.
- Teaming arrangements to ascertain qualifications of the teaming partners, determine their added value to the CTIMR program, and assess the benefit from the teaming partners. Teaming arrangements must be supported by duly executed teaming agreements or signed letters of commitment by the parties of the offeror's team.

### Technical Capabilities

The Government will evaluate the appropriateness and effectiveness of the offeror's overall technical approach for satisfying M&R requirements under the contract, including: any unique aspect of the proposed overall technical approach; the proposed project management techniques that will be used to ensure that services are delivered in a quality manner, on time, and within cost requirements; data and reporting is accurate; and the scalability and validity of the proposed approach to executing CTIMR activities of varying size and complexity levels.

The Government will evaluate:

- The offeror's overall technical merit of the Technical Approach in terms of capability, timeliness, and ability to meet routine or urgent M&R requirements (as required).
- The extent to which the offeror's proposed key personnel have the qualifications and experience to fulfill their respective roles.
- The extent to which the offeror's proposal describes the approach proposed to perform the elements of work and delivering the services specified in the various work categories and demonstrates a technical understanding of the SOW.
- How well the offeror's proposed solution considers and responds to the time constraints and response requirements contained within the SOW. The offeror's demonstrated ability to obtain or make available the required resources; i.e., people, materials, equipment, and financing during the entire performance period.
- The execution of security techniques, quality management, and efficient techniques for data collection, storage, and reporting.

Evaluation of the "**Past Performance**" portion of the proposal will be based on the following factors:

Under Factor 2 – Past Performance, the Performance Confidence Assessment represents the evaluation of an offeror's present and past performance efforts to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in providing M&R services and support that meets the user needs, including cost and schedule. The past performance evaluation will consider the offeror's recent past performance, focusing on and targeting performance that is relevant to the subfactors under the Factor 1 – Management/Technical and Factor 4 – Cost/Price.

### Recency

The Government will first determine the recency of each of the offeror’s past performance efforts. In determining recency, any efforts on contracts and/or tasks performed during the 3 years immediately preceding the date of issuance of this solicitation will be determined recent. Past performance information that fails this condition will be assessed as “not meeting the recency requirement.”

**Relevancy**

After determining the recency of each of the offeror’s past performance efforts, the Government will determine the relevancy of those past performance efforts that were determined to be recent.

In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. Higher relevancy will be assessed for contracts that are most similar to the effort, or portion of the effort, for which that contractor is being proposed.

More relevant past performance will have a greater impact on the confidence assessment than less relevant past performance. The Government is not bound by the offeror's opinion of relevancy. The following relevancy definitions apply:

**Table 2: Relevancy Ratings for Factor 3 - Past Performance**

<b>Rating</b>	<b>Definition</b>
<b>Very Relevant</b>	Past performance effort involved essentially the same magnitude, scope of effort, and complexities this solicitation requires, including demonstrated past performance in each of the five work categories.
<b>Relevant</b>	Past performance effort involved much of the magnitude, scope of effort, and complexities this solicitation requires, including demonstrated past performance in at least four work categories.
<b>Not Relevant</b>	Past performance effort did not involve the magnitude and scope of effort and complexities this solicitation requires.

NOTE: Magnitude, scope of effort and complexities includes not only the technical M&R actions identified in the SOW, but also the logistical and programmatic considerations including but not limited to resource commitment, length of effort, complexity of work requirements, etc.

In assessing past performance, the Government will employ several approaches including, but not limited to:

- (i) Review of the information provided in the offeror’s proposal. In conducting the past performance evaluation, the Government reserves the right to use the information provided in the offeror’s proposal, responses received to the Past Performance Questionnaire and information obtained from other sources, such as the Contractor Performance Assessment Reporting System (CPARS), Department of Defense (DoD) Construction Contractor Appraisal Support System (CCASS), Past Performance Information Retrieval System (PPIRS) or similar systems, and commercial sources.
- (ii) Offeror’s shall be given an opportunity to address adverse past performance information if the offeror has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The confidence assessment will consider issues including, but not limited to, the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the offeror’s overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.
- (iii) The offeror, its applicable teaming partners, and its applicable major subcontractors will be evaluated as a

team. The aggregate results of the survey of customers, and any other information deemed appropriate, may be analyzed to identify past performance trends.

- (iv) The Government may consider an offeror’s contracts in the aggregate in determining relevancy, should the offeror’s present and past performance lend itself to this approach. That is, an offeror’s three (3) contracts may by definition represent only a rating less than very relevant when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may more accurately reflect a higher relevancy rating. In this situation, work performed in aggregate will be considered in the assignment of a confidence assessment rating.

**Confidence Assessment**

As a result of the recency, relevancy and quality assessments of the contracts evaluated, each offeror’s proposal will receive a single confidence assessment for Factor 2 – Past Performance in accordance with Table 3 below:

**Table 3: Confidence Assessment Ratings for Factor 3 - Past Performance**

<b>Rating</b>	<b>Definition</b>
<b>Substantial Confidence</b>	Based on the offeror’s performance record, the Government has a high expectation that the offeror will successfully perform the
<b>Satisfactory Confidence</b>	Based on the offeror’s performance record, the Government has an expectation that the offeror will successfully perform the required
<b>Limited Confidence</b>	Based on the offeror’s performance record, the Government has a low expectation that the offeror will successfully perform the
<b>No Confidence</b>	Based on the offeror’s performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Offeror’s without a record of past performance or for whom information is so sparse that no confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an “Unknown Confidence” rating. A strong record of relevant past performance may be considered more advantageous to the Government than an “Unknown Confidence” rating.

Evaluation of the "**Sample Work Plan**" portion of the proposal will be based on the following factors:

The Government will evaluate the Sample Work Plan as a basis to determine if the offeror’s proposed technical approach for completing the Sample Work Plan Request is reasonable and meets all of the requirements and to determine the offeror’s ability to employ its management structure for completing the Sample Work Plan Request. The evaluation will gauge the extent to which the requirements for each work category have been considered, understood, and satisfied; the extent to which the approach demonstrates a clear understanding of all considerations involved in meeting the requirements and addressing problems presented by the task; the extent to which uncertainties are identified and solutions proposed; the extent to which the approach is workable and the end results achievable, and the extent to which the responses to the Sample Work Plan Request is consistent with the offeror’s management and technical approaches provided under the Management/Technical Factor.

The labor categories identified by the offeror will be analyzed to determine if personnel with the proper levels of expertise are assigned to each work category, and the hours necessary to complete the work requirements will be compared to the Government cost estimate. Any issues associated with the execution of each work requirement will be examined to determine the impact.

The Government will evaluate:

- The offeror's approach to the development of an effective work plan, including how realistic the offeror's approach is to accomplishing routine, and urgent work requirements within each work category while providing the appropriate number of resources necessary to accomplish all identified requirements
- The offeror's approach to managing and executing an approved work plan on schedule and within budget, and how performance issues will be identified and addressed

Evaluation of the "**Cost/Price**" portion of the proposal will be based on the following factors:

The offeror's proposal must demonstrate and clearly describe an effective and efficient cost approach for accomplishing the stated requirements. The offeror's proposal will be evaluated, using one or more of the techniques defined in FAR 15.404-1, in order to determine if it is reasonable and realistic. In addition, the Government will review the offeror's proposal for completeness and accuracy, which includes adequate support, rationale, and basis of estimates for both the offeror and its subcontractors

The Government's analysis will include reviewing program management costs (CLIN 0006 for Program Management), as well as the costs for the Sample Work Plan. This will entail reviewing all resources required to accomplish the task (i.e. labor categories, labor hours, number of employees for each labor category, labor rates, travel, ODCs, profit, etc.) for the Base Period and for each Option Period.

Although the Government's evaluation will be based on the offeror's estimated total contract cost for the Base Period (which includes both Cost Plus Fixed Fee and Firm Fixed Price CLINs), the Government will evaluate the offeror's cost associated with each Option Period using a proposed escalation percentage rate to be applied to the following categories: (direct labor, direct material, equipment, subcontracts, travel, & ODC) for both the FFP and CPFF CLINs.

Evaluation of an offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. Sources typically considered include the Defense Contract Audit Agency, Defense Contract Management Agency, and other contracts with the same or similar firms for similar items or services.

#### Cost/Price Reasonableness

The techniques and procedures described under FAR 15.404-1(b), and as supplemented, will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c), as determined appropriate, may also be performed in further defining the reasonableness and affordability of the proposal.

#### Cost

Cost analysis will be performed by the Government in accordance with FAR 15.404-1(d) and as supplemented to determine whether the offeror's proposed costs/prices: (1) are realistic for the work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the offeror's proposal.

The offeror's proposed cost/price will be evaluated by determining what the Government predicts the offeror's approach would most probably cost the Government when the work performed under the contract is completed. To the degree that the Government's most probable cost estimate exceeds the offeror's proposed cost; the proposed cost will be adjusted upward for the purposes of evaluation only. In determining the most probable cost, the Government will consider the offerors' proposals with respect to the Cost/Price for the Sample Work Plan, and the program management costs. The Government will validate the direct and indirect costs, will make

adjustments as appropriate, and sum the results for both the Sample Work Plan and the program management costs. The Government will analyze the direct labor detailed cost levels) and extended costs (summary levels) proposed for the Sample Work Plan Request against the Independent Government Cost Estimate (IGCE). The Government will calculate a most probable cost for use in the analysis of the realism evaluation.

The Government will consider the extent to which the proposed cost at the detailed and summary levels are realistic in view of the IGCE and the level of risk. Cost information supporting a cost judged to be unrealistically low and technical/management risk associated with the proposal will be assessed by the Government. If the Government evaluates a proposal's cost as being unrealistically low compared to the anticipated costs of performance and the offeror fails to explain the unrealistically low costs, the Government may consider, under the risk evaluation, the offeror's lack of understanding of the requirements of this solicitation.

**Cost/Price Risk**

Each offeror's proposal will receive a single risk rating for Factor 4 – Cost/Price in accordance with Table 4 below:

**Table 4: Risk Ratings for Factor 4 – Cost/Price**

<b>Risk Rating</b>	<b>Description</b>
<b>Low</b>	Little difference exists between the offeror's proposed cost/price and the Government's best estimate of the offeror's MPC. Cost growth and/or other anomalies related to cost/price are unlikely to occur and any potential impact is
<b>Moderate</b>	Some difference exists between the offeror's proposed cost/price and the Government's best estimate of the offeror's MPC. Cost growth and/or other anomalies related to cost/price may occur and the potential impact may require
<b>High</b>	Significant difference exists between the offeror's proposed cost/price and the Government's best estimate of the offeror's MPC. Cost growth and/or other anomalies related to cost/price is likely to occur and the impact may be

**Relative Importance of Evaluation Factors**

- (a) Factors 1-3 (non-cost factors) are listed in descending order of importance.
- (b) All non-cost factors, when combined, are significantly more important than Cost/Price.
- (c) Under Factor 1 (Management/Technical), the Subfactors are listed in descending order of importance.

[End of Provision]

**M.5 COST OR PRICE EVALUATION (MAR 2003)**

Separately and apart from the technical evaluation, the Government will conduct a cost and/or price evaluation of the offeror's cost/price proposal. A price analysis will be conducted to determine if proposed prices are fair and reasonable. A cost analysis may be conducted to determine cost accurately and/or cost realism to adequately reflect the work to be performed.”

A cost realism evaluation will be performed for all cost reimbursement contract awards. (See FAR 15.305). Cost realism will be a significant factor in the award decision. In evaluation of an offeror's proposed cost, the Government's concern is to determine what the Government should realistically pay for the effort, the prospective contractor's understanding of the proposed contract objective, and the offeror's ability to organize and perform the proposed contract. The primary consideration will be which offeror can perform the contract in the manner most advantageous to the Government as determined by evaluation of the proposal in accordance with the established evaluation criteria.

As part of proposal evaluation, and in order to minimize potential or built-in cost growth, the Government intends to evaluate the realism of the offeror's proposed costs in terms of its proposed approach to determine the probable cost of performance. To assist the Government in evaluating this area, offerors are requested to furnish a brief but comprehensive statement concerning the estimating procedures used in preparing the offer and to specifically include a description of the offeror's established estimating procedures.

The realistic cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The realistic cost shall be used for purposes of evaluation to determine the best value. The realistic cost is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis (See FAR 15.404-1(d)).

[End of Provision]

**ATTACHMENT 2**  
**Notice Regarding Contact with Landowners**

When any of your employees, contractors, or individuals working to fulfill the above referenced contract have need to contact landowners in the areas surrounding or adjacent to the Tactical Infrastructure specified in the above-referenced contract for any reason, particularly in an effort to acquire other interests in land or to obtain staging/storage areas or temporary access to other land in order to perform work in the contract, the following action must be taken:

- The Contractor must first make contact with the COTR. The COTR will coordinate with the proper Border Patrol representative prior to any contact with any landowner or land manager.
  
- In the event that the contractor comes into contact with a landowner for any reason, the contractor must immediately ask whether the landowner is in litigation with the Federal Government. If the landowner is in litigation, further discussion with the landowner must cease and the matter shall be referred to the COTR, Border Patrol and Contracting Officer or authorized representative.

Thank you for your cooperation in this matter. For any questions relative to this issue please email the undersigned contracting officer at (b) (7)(E)

**Instructions for Proposal Cost Template  
in Response to Request for Proposal HSBP1014R0058**

1. **General Approach:** The Proposal Cost Template Excel workbook consists of 28 tabs or worksheets. Offeror data or input is required in 19 of the tabs and is prevented (via locked cells) in the remaining 9 tabs. For a complete listing of the tab data entry status see Attachment 1.
2. **Offeror data:** Offeror data or input will include the information necessary to complete the Proposal Cost Template. Data will include Labor Categories and related Labor Rates, Units for Activity, Number of Activities, Travel Time per Activity, Materials and related Unit Rates, Equipment and related Unit Rates, and Other Direct Costs, as appropriate. In order to facilitate government analysis, offerors may not lock cells containing offeror data.
3. **Government Links and Formulas:** The government uses links and formulas to calculate and combine amounts, as appropriate. The links and formulas are locked to prevent changes.

**(NOTE: INSTRUCTIONS ARE CONTINUED ON THE FOLLOWING TWO PAGES)**

**Instructions for Proposal Cost Template  
in Response to Request for Proposal HSBP1014R0058**

4. **Definitions:** The Proposal Cost Template uses the “abbreviations” and “column heading labels”. Related meanings for them are shown in the table below. Also in the table below is the purpose of the last table in the workbook.

<b>DEFINITIONS</b>	
<b>Tab name</b>	<b>Related Meaning</b>
DRT	Del Rio Texas
LRT	Laredo Texas
RGV	Rio Grande Valley (Texas)
F&G	Fence and Gates
R&B	Roads and Bridges
D&G	Drainage and Gates
L&E	Lighting and Electrical
V&D	Vegetation Control and Debris Removal
<b>Column heading label</b>	<b>Related Meaning</b>
Units of Activity	“Units of Activity” varies depending upon the location in the spreadsheet. In the labor category, “Units of Activity” refers to labor hours to accomplish the activity described in the Sample Work Plan; in the materials category, it refers to the quantity of the material to accomplish the work activity, and in the equipment category it refers to the cost of equipment to accomplish the work activity.
Number of Activities	“Number of Activities” refers to the number of times the activity is to be accomplished as defined in the Sample Work Plan. “Travel Time per Activity” is the travel hours as defined in the Sample Work Plan.
Travel Time per Activity	“Travel Time per Activity” is the travel hours as defined in the Sample Work Plan.
<b>Last Spreadsheet Tab</b>	<b>Purpose</b>
Wage-Labor Rates	The last tab in the spreadsheet “Wage-Labor Rates” is where the offeror adds all appropriate mark-ups and multipliers to the base labor rate to address all fringe benefits and overhead (both any appropriate field office overhead rates and home office overhead rates). The spreadsheet includes typical mark-ups but the contractor should change the column titles to indicate the company specific mark-ups appropriate to the company labor rates. The final column “Hourly Rate” should reflect the total burdened labor rate. That calculated “Hourly Rate” is the labor rate to be used in the contractor proposal.

**Instructions for Proposal Cost Template  
in Response to Request for Proposal HSBP1014R0058**

**Attachment 1, Tab Data Entry Status**

<b>TAB DATA ENTRY STATUS</b>	
<b>Tab name</b>	<b>Tab Data Guide</b>
Summary Total Contract	<b>Only cells B51 and B53 require offeror input. All other cells are linked formulas only or text and are locked</b>
CLINS 1-5 Totals	All other cells are linked formulas only or text and are locked
CLIN 1 Totals	All other cells are linked formulas only or text and are locked
CLIN 2 Totals	All other cells are linked formulas only or text and are locked
CLIN 3 Totals	All other cells are linked formulas only or text and are locked
CLIN 4 Totals	All other cells are linked formulas only or text and are locked
CLIN 5 Totals	All other cells are linked formulas only or text and are locked
Summary DRT	All other cells are linked formulas only or text and are locked
F&G DRT	Cells with yellow background to be used for offeror input; all other cells are locked
R&B DRT	Cells with yellow background to be used for offeror input; all other cells are locked
D&G DRT	Cells with yellow background to be used for offeror input; all other cells are locked
L&E DRT	Cells with yellow background to be used for offeror input; all other cells are locked
V&D DRT	Cells with yellow background to be used for offeror input; all other cells are locked
Summary LRT	All other cells are linked formulas only or text and are locked
F&G LRT	Cells with yellow background to be used for offeror input; all other cells are locked
R&B LRT	Cells with yellow background to be used for offeror input; all other cells are locked
D&G LRT	Cells with yellow background to be used for offeror input; all other cells are locked
L&E LRT	Cells with yellow background to be used for offeror input; all other cells are locked
V&D LRT	Cells with yellow background to be used for offeror input; all other cells are locked
Summary RGV	All other cells are linked formulas only or text and are locked
F&G RGV	Cells with yellow background to be used for offeror input; all other cells are locked
R&B RGV	Cells with yellow background to be used for offeror input; all other cells are locked
D&G RGV	Cells with yellow background to be used for offeror input; all other cells are locked
L&E RGV	Cells with yellow background to be used for offeror input; all other cells are locked
V&D RGV	Cells with yellow background to be used for offeror input; all other cells are locked
Urgent Requirements	Cells with yellow background to be used for offeror input; all other cells are locked
Improvement Activity Requirements	Cells with yellow background to be used for offeror input; all other cells are locked. <b>Note</b> tab space limitation does not allow "ts" to complete spelling of "Requirements".
Program Management	Cells with yellow background to be used for offeror input; all other cells are locked
Wage-Labor Rates	All cells are available (not locked) for offeror input

## APPENDIX E

### Best Management Practices

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The following are best management practices (BMPs) that are intended to mitigate potential impacts on natural resources, including vegetation, wildlife, migratory birds, threatened and endangered species, and water resources. It is the responsibility of all personnel performing maintenance to comply with the BMPs, unless otherwise noted. BMPs apply to all maintenance and repair activities (both waived and not waived regardless of in-house versus contracted work method) with one exception. The exception involves the waived areas where CBP will not apply for Clean Water Act (CWA) Section 404 permits or submit Stormwater Pollution and Prevention Plans (SWPPP) for regulatory review and approval. This provision is necessary in order to maintain the integrity of waiver authority.

#### Land Use

1. The contracting officer's technical representative (COTR) or Environmental Subject Matter Expert (ENV SME) will notify the land manager when there is a potential to temporarily or permanently disturb areas under management of another Federal agency.

#### Geology and Soil Resources

1. Silt fencing and floating silt curtains should be installed and maintained to prevent movement of soil and sediment and to minimize turbidity increases in water.
2. Implement routine road maintenance practices to avoid making wind rows with the soils once grading activities are complete and use any excess soils on site to raise and shape the road surface.
3. Only apply soil-binding agents during the late summer/early fall months to avoid impacts on federally listed species. Do not apply soil-binding agents in or near (within 100 feet) surface waters (e.g., wetlands, perennial streams, intermittent streams, washes). Only apply soil-binding agents to areas that lack any vegetation.
4. Obtain materials such as gravel, topsoil, or fill from sources that are compatible with the project area and are from legally permitted sites.

#### Vegetation

1. If mechanical methods are used to remove invasive plants, the entire plant should be removed and placed in a disposal area. If herbicides are used, the plants would be left in place. Herbicides can be used according to label directions if they are not toxic to threatened and endangered species that might be in the area. All chemical applications on federally managed land must be used in coordination with the Federal land manager. Training to identify nonnative invasive plants would be provided for CBP personnel or contractors, as necessary.

2. If the tactical infrastructure maintenance and repair activities would take place on a Federal agency's land, the appropriate agency's herbicide policy must be followed for vegetation control. Contractors applying herbicides must verify that the appropriate agency's policy is being followed. This information should be requested from the COTR.
3. New guidance from the USEPA on herbicide application in riparian areas is imminent. Check with COTR on the current status of these regulations prior to applying herbicide in such areas.
4. CBP would notify applicable owners and land managers 10 days prior to implementing clearing activities.
5. Where vegetation to be cleared is on a levee, the method of removal would ensure that the integrity of the levee is maintained.
6. Coordinate with the CBP ENV SME to determine if the maintenance activities occur in a highly sensitive area or an area that poses an unacceptable risk of transmitting diseases and invasive species. If it is determined that maintenance activities occur in such an area, follow the CBP cleaning protocol.
7. A fire prevention and suppression plan will be developed and implemented for all maintenance and repair activities that require welding or otherwise have a risk of starting a wildfire.
8. Identify fill material, sandbags, hay bales, and mulch brought in from outside the project area by its source location. Use sources that are sterile or weed-free.
9. Clearly demarcate the perimeter of all new areas to be disturbed during vegetation-clearing activities using flagging or temporary construction fencing. Do not allow any disturbance outside that perimeter.
10. Riparian vegetation should be protected during maintenance activities.
11. Avoid the removal of mature trees providing shade or bank stabilization within the riparian area of any waterway during maintenance or repair activities.
12. If vegetation must be removed, allow natural regeneration of native plants by cutting vegetation with hand tools, mowing, trimming, or using other removal methods that allow root systems to remain intact.
13. Vegetation targeted for retention would be flagged for avoidance to reduce the likelihood of being treated.
14. Periodic inspections of tactical infrastructure by the CBP SME would be conducted to evaluate and document conditions, including erosion and to ensure that prescriptions are followed and performed in the appropriate community types. As necessary, maintenance will be scheduled to minimize erosion and correct other adverse conditions.

15. Avoid removal of riparian vegetation within 100 feet of aquatic habitats to provide a buffer area to protect the habitat from sedimentation.

## Wildlife

1. If hollow bollards are necessary, cover hollow bollards (i.e., (b) (7)(E) (b) (7)(E)) to prevent wildlife from entrapment. Deploy covers (and ensure they remain fully functioning) from the time the posts or hollow bollards arrive on the site and are unloaded, until they are filled with reinforcing material.
2. Ensure temporary light poles and other pole-like structures used for maintenance activities have anti-perch devices to discourage roosting by birds.
3. Avoid control of riparian vegetation within 100 feet of aquatic habitats to provide a buffer area to protect the habitat from sedimentation, unless vegetation control already exists in such an area.
4. Minimize animal collisions during maintenance and repair activities by not exceeding construction speed limits of 35 miles per hour (mph) on major unpaved roads (i.e., graded with ditches on both sides) and 25 mph on all other unpaved roads. During periods of decreased visibility (e.g., night, poor weather, curves), do not exceed speeds of 25 mph.
5. Do not permit pets owned or under the care of the contractor or sector personnel inside the project boundaries, adjacent native habitats, or other associated work areas.
6. To prevent entrapment of wildlife species, ensure excavated, steep-walled holes or trenches are either completely covered by plywood or metal caps at the close of each work day or provided with one or more escape ramps (at no greater than 1,000-foot intervals and sloped less than 45 degrees) constructed of earth fill or wooden planks.
7. Each morning before the start of maintenance activities and before such holes or trenches are filled, ensure they are thoroughly inspected for trapped animals. Ensure that any animals discovered are allowed to escape voluntarily (by escape ramps or temporary structures), without harassment, before maintenance activities resume; or are removed from the trench or hole by a qualified person and allowed to escape unimpeded.

## Threatened and Endangered Species and Other Protected Species

### General BMPs

1. Coordinate with COTR or ENV SME to determine which threatened and endangered species could occur in the vicinity of maintenance activities. In areas where there are no threatened and endangered or other species concerns, the personnel performing the maintenance activity are responsible for monitoring the implementation of general construction BMPs to avoid impacts on the environment. Environmental monitors would be provided by CBP in specific places and times to avoid impacts on biological resources, as directed by the BMPs. The environmental monitor will be notified 5 days in advance of any ground-breaking activity. The environmental monitor will document

the adherence to and proper implementation of BMPs. The environmental monitor will inform maintenance personnel of their violations and notify the appropriate CBP authorities (the COTR and ENV SME), who will temporarily suspend activities not in compliance with all BMPs or activities that are likely to result in the take of a threatened or endangered species or adverse modification of their critical habitat. If impacts on a threatened or endangered species cannot be avoided, then further consultation with the USFWS would be required.

2. To protect individuals of listed species within the project area, suspend work in the immediate vicinity of the individual until it moves out of harm's way on its own, or enlist a qualified specialist (individuals or agency personnel with a permit to handle the species) to relocate the animal to a nearby safe location in accordance with accepted species-handling protocols.
3. All vegetation-clearing activities should avoid areas of known occurrences and designated critical habitat for threatened and endangered species. If vegetation clearing of new observation zones and road setbacks is required within areas of known occurrence or designated critical habitat, a qualified biologist will conduct a survey for any potential threatened and endangered species and any primary constituent elements (PCEs) that have been identified for that species. If a threatened or endangered species or PCE is observed within the project area, then further consultation with USFWS would be required.
4. Obtain all pertinent training materials for biological resources for the areas where maintenance activities would occur. Prior to arrival on the work site, ensure key personnel are aware of the biological resources potentially occurring in the project area and understand the proper BMPs to implement should threatened and endangered species be encountered in the project area.
5. Check visible space underneath all vehicles and heavy equipment for listed species and other wildlife prior to moving vehicles and equipment at the beginning of each work day and after vehicles have sat idle for more than 15 minutes.
6. Coordinate with the CBP ENV SME to determine if the maintenance activities occur in a highly sensitive area or an area that poses an unacceptable risk of transmitting diseases and invasive species. If it is determined that maintenance activities occur in such an area, follow the CBP cleaning protocol.

### **Migratory Bird BMPs**

1. In areas that provide potential nesting sites for migratory birds, all vegetation-clearing activities should be conducted outside the migratory bird breeding season, September 16 through February 28. If maintenance activities are scheduled to start during the period when migratory birds are nesting (i.e., March 1 through September 15), qualified personnel should perform a supplemental site-specific survey for nesting migratory birds immediately prior to site clearing.

2. Initial vegetation clearing and subsequent maintenance should be timed to avoid the migration, breeding, and nesting timeframe of special status species. In general, mechanical vegetation treatment and retreatment would occur between September 16 and February 28. Herbicide re-treatments could occur throughout the year.
3. If maintenance is scheduled to start during the migratory bird breeding season, take steps to prevent migratory birds from establishing nests in the potential impact area. These steps could include covering equipment and structures, and use of various excluders (e.g., noise). Birds can be harassed to prevent them from nesting on the site. Once a nest is established, they cannot be harassed until all young have fledged and left the nest site. If nesting birds are found during the supplemental survey, defer construction or intrusive maintenance activities until the birds have left the nest. Confirmation that all young have fledged should be made by qualified personnel.

### **Species Specific BMPs**

#### ***Plants***

Ashy Dogweed (*Thymophylla tephroleuca*), Bunched Cory Cactus (*Coryphantha ramillosa* ssp. *ramillosa*), Chisos Hedgehog Cactus (*Echinocereus chisoensis* var. *chisoensis*), , Shorthook fishhook Cactus/Tobusch fishhook cactus (*Sclerocactus brevihamatus* ssp. *tobuschii*), Sneed Pincushion Cactus (*Escobaria sneedii* var. *sneedii*), Star Cactus (*Astrophytum asterias*), Hinckley's Oak (*Quercus hinckleyi*), South Texas Ragweed/South Texas Ambrosia (*Ambrosia cheiranthifolia*), Terlingua Creek Cat's-eye (*Cryptantha crassipes*), Texas Ayenia (*Ayenia limitaris*), Texas Snowbell (*Styrax platanifolius* ssp. *texanus*), Walker's Manihot (*Manihot walkerae*), Zapata Bladderpod (*Lesquerella thamnophila*), Johnston's Frankenia (*Frankenia johnstonii*)

1. All vegetation clearing and control activities will avoid areas of known threatened and endangered perennial plant species and critical habitat, unless a survey is conducted. If vegetation clearing and control activities in areas of known occurrences of these species and critical habitat are unavoidable then a qualified biologist will conduct a survey during the appropriate blooming season (Ashy dogweed: March to May; bunched cory cactus: April to August; Chisos hedgehog cactus: March to July; Pima pineapple cactus: July to August; shorthook fishhook cactus: mid-February-mid-March; Sneed pincushion cactus: April to September; star cactus: March to May; Hinckley's oak:- year-round; south Texas ragweed: late summer to fall; Terlingua creek cat's-eye: March to May; Texas ayenia: year-round; Texas snowbell: March-May; Walker's manihot: April to September; Zapata bladderpod: February to April; Johnston's frankenia: year-round) within the maintenance area. Individuals will be flagged and vegetation clearing and control activities will avoid flagged individuals. Pre-activity surveys are not required in areas that have been previously surveyed, no listed species were found, and the area has been subsequently maintained such that there is no reason to expect establishment of listed perennial plant species.
2. Use of herbicides will not occur within areas of known threatened and endangered plant species occurrences or critical habitat unless approved by the USFWS.

## ***Fish***

### **Big Bend Gambusia (*Gambusia gaigei*) and Devils River Minnow (*Dionda diaboli*)**

1. All vegetation clearing and control activities will avoid riparian vegetation within 100 feet of aquatic habitats with known threatened and endangered species occurrences in order to provide a buffer area to protect the habitat from sedimentation.
2. Use of herbicides will not occur within areas of known threatened and endangered species occurrences, breeding habitat (in streams and immediately adjacent to streams or ponds), or critical habitat unless approved by the USFWS.

## ***Birds***

### **Black-capped Vireo (*Vireo atricapilla*)**

1. All vegetation clearing in shrubland of the Edwards Plateau and eastern Trans-Pecos should be avoided. If vegetation removal within other vegetation types is required near or adjacent to occupied black-capped vireo habitat (defined as within 500 feet of any known black-capped vireo occurrence), or potential habitat, qualified personnel with experience identifying shrubland within the Edwards Plateau and eastern Trans-Pecos will delineate and clearly mark the habitat to be avoided.
2. All high impact activities that require heavy equipment within occupied habitat, or potential habitat (shrubland of the Edwards Plateau and eastern Trans-Pecos) should be conducted from October through February, outside the black-capped vireo breeding season.
3. All other maintenance activities, including low impact maintenance activities should be avoided within occupied habitat and potential habitat (i.e., shrubland of the Edwards Plateau and eastern Trans-Pecos) during the breeding season (late-March through mid-September). If it is not possible to avoid maintenance activities within the breeding season the following avoidance measures will apply. A USFWS permitted biologist will conduct a survey for black-capped vireos no more than 10 days prior to initiating maintenance activities. If black-capped vireos are present, a USFWS permitted biologist will survey for nests approximately once per week within 500 feet of the maintenance area for the duration of the activity. If an active nest is located, a 300-foot no-maintenance activity buffer will be established around the nest until the young have fledged.

## ***Mammals***

### **Gulf Coast Jaguarundi (*Herpailurus yagouaroundi cacomitli*)**

1. Avoid noise and lighting impacts during the night by conducting maintenance activities during daylight hours only. If night lighting is unavoidable, light would shine directly onto the work area to ensure worker safety and efficiency, and light would not exceed 1.5 foot-candles in jaguarundi habitat.

Ocelot (*Leopardus pardalis*)

1. Avoid noise and lighting impacts during the night by conducting maintenance activities during daylight hours only. If night lighting is unavoidable, light would shine directly onto the work area to ensure worker safety and efficiency, and light would not exceed 1.5 foot-candles in jaguarundi habitat.

## Water Resources

1. The ENV SME must be consulted to validate the need for site-specific storm water pollution prevention plans (SWPPPs), spill protection plans, and regulatory approvals. Site-specific SWPPPs and spill protection plans would be prepared and regulatory approval sought, if necessary, in cases of highly sensitive work sites and large scopes of work that pose a significant risk. Where a site-specific SWPPP is not necessary, the personnel performing the maintenance would comply with a generic SWPPP and spill protection plan that covers most routine maintenance and repair activities. Prior to arrival on the work site, key personnel would understand correct implementation of these BMPs and their responsibility to address deficiencies.
2. The ENV SME would provide locations that have the potential for wetlands or other waters of the United States. If no current existing U.S. Army Corps of Engineers (USACE) jurisdictional determination is available, a delineation would be conducted and jurisdictional determination would be obtained from the USACE. Prior to conducting any activities that have the potential to affect wetlands and other waters of the United States, all Federal and state Clean Water Act (CWA) Section 404 individual or applicable nationwide permits and 401 and other applicable permits would be obtained.
3. Prepare and implement an SWPPP prior to applicable maintenance activities (greater than 1 acre of exposed dirt or as required by property manager). Implement BMPs described in the SWPPP to reduce erosion. Give special consideration to areas with highly erodible soils when planning the maintenance activities and incorporate measures such as waddles, aggregate materials, and wetting compounds in the erosion-control BMPs.
4. Coordinate with the ENV SME to determine which maintenance activities occur within the 100-year floodplain. Maintenance activities within the 100-year floodplain would be conducted in a manner consistent with Executive Order (EO) 11988 and other applicable regulations.
5. All maintenance contractors and personnel would review the CBP-approved spill protection plan and implement it during maintenance and repair activities.
6. Coordinate with ENV SME to ensure that CWA permits are in place for any changes to existing boat ramps.
7. Contact the ENV SME to coordinate with waterway permitting agencies when performing work below the ordinary high water mark.

8. If the surrounding area is paved, wastewater from pressure washing must be collected. A ground pit or sump can be used to collect the wastewater.
9. If soaps or detergents are used, the wastewater and solids must be pumped/cleaned out and disposed of in an approved facility. If no soaps or detergents are used, the wastewater must first be filtered or screened to remove solids before being allowed to flow off site.
10. If the surrounding area has dense, herbaceous cover (primarily grasses) and there are no listed plant species or habitat for such, the wastewater (with or without detergent) could be discharged directly to the grassy area without collection or filtering as long as it is well dispersed and all the wastewater can percolate into the grass and soil. If wastewater runs off the grassy area, it must be filtered.
11. Prevent runoff from entering drainages or storm drains by placing fabric filters, sand bag enclosures, or other capture devices around the work area. Empty or clean out the capture device at the end of each day and properly dispose of the wastes.
12. Avoid contaminating natural aquatic and wetland systems with runoff by limiting all equipment maintenance, staging, laydown, and dispensing hazardous liquids (e.g., fuel and oil) to designated upland areas.
13. Avoid contamination of ground and surface waters by storing concrete wash water, and any water that has been contaminated (e.g., with construction materials, oils, equipment residue) in closed containers onsite until removed for disposal. In upland areas, storage tanks must be on-ground containers.
14. Avoid contamination of ground and surface waters by ensuring that water tankers that convey untreated surface water do not discard unused water where it has the potential to enter any aquatic or wetland habitat.
15. Cease work during heavy rains and do not resume work until conditions are suitable for the movement of equipment and materials.
16. Uncured concrete should not be allowed to enter the water.
17. Work should be done from the top of the bank or a floating barge, when practicable. Heavy equipment use within the active flowing channel should be avoided.
18. Floating dock components containing foam must be encapsulated to prevent the introduction of foam particles into the water.
19. For all in-water work in streams, sediment barriers would be used to avoid downstream effects of turbidity and sedimentation.
20. Do not pressure wash more than the area to be painted or treated (e.g., for graffiti removal) each day.

21. If the purpose of cleaning is for graffiti removal, spot clean, steam clean or scrape dirty areas rather than pressure washing entire sections of fence or levee wall.
22. Operate pressure-washing equipment according to manufacturer's recommendations.
23. Except for emergency repairs required to protect human life, limit work within drainages to dry periods to reduce effects on downstream water quality.
24. Rip-rap should be placed on a layer of geotextile fabric to prevent underlying sediment from being washed out through the openings of the rip-rap.
25. Rip-rap should be keyed into the wash/streambed to ensure its stability and effectiveness.

## Air Quality

1. Good modern practices for earth moving/excavating activities would be implemented. These include using approved dust suppressants or adhesive soil stabilizers, paving, covering, landscaping, continuous wetting, or detouring maintenance and repair areas, barring access to maintenance and repair areas, or other acceptable means of reducing significant amounts of airborne dust. All Federal, state, county, and local ordinance would be adhered to during maintenance and repair of tactical infrastructure.

## Noise

1. Follow all Occupational Safety and Health Administration requirements with respect to construction noise impacts. Ensure all motorized equipment possess properly working mufflers and are kept properly tuned to reduce backfires. Ensure all motorized generators will be in baffle boxes (a sound-resistant box that is placed over or around a generator), have an attached muffler, or use other noise-abatement methods in accordance with industry standards. For activities involving heavy equipment, seasonal restrictions might be required to avoid impacts on threatened or endangered species in areas where these species or their potential habitat occur. See species-specific BMPs.

## Cultural Resources

1. If Native American human remains are discovered during maintenance and repair of tactical infrastructure CBP would consult with culturally affiliated tribes and the California Office of Historic Preservation regarding their management and disposition in compliance with Native American Graves Protection and Repatriation Act.
2. Obtain all pertinent training materials for cultural resources for the areas where maintenance and repair activities would occur. Prior to arrival on the work site, ensure key personnel are aware of the cultural resources potentially occurring in the project area and understand the proper BMPs to implement should cultural resources be encountered in the project area.

## Roadways and Traffic

1. Access maintenance sites using designated, existing roads. Do not allow any off-road vehicular travel outside those areas. Ensure all parking is in designated disturbed areas. For longer-term projects, mark designated travel corridors with easily observed removable or biodegradable markers.
2. All contractors and maintenance personnel would operate within the designed/approved construction corridor.

## Hazardous Materials and Waste Management

1. Where hazardous and regulated materials are handled, workers should collect and store all fuels, waste oils, and solvents in clearly labeled closed tanks and drums within a secondary containment system that consists of an impervious floor and bermed sidewalls capable of containing the volume of the largest container stored therein.
2. All paints and cleaning materials should be approved by the appropriate land manager.
3. Use a ground cloth or an oversized tub for paint mixing and tool cleaning. Properly dispose of the wastes.
4. Enclose spray-painting operations with tarps or other means to minimize wind drift and to contain overspray.
5. Clean paintbrushes and tools covered with water-based paints in sinks plumbed to a sanitary sewer or in portable containers that can be dumped into sanitary sewer drains. Never clean such tools in a natural drainage or over a storm drain.
6. Brushes and tools covered with non-water-based paints, finishes, thinners, solvents, or other materials must be cleaned over a tub or container and the cleaning wastes disposed of or recycled at an approved facility. Never clean such tools in a natural drainage or over a storm drain.
7. If maintenance activities would continue at night, direct shielded light only onto the area required for worker safety and productivity. Lights would not exceed 1.5-foot candles within the lit area.
8. Implement proper and routine maintenance of all vehicles and other maintenance equipment such that emissions are within the design standards of all maintenance equipment.
9. Use water-based paints instead of oil-based paints. Look for the words "Latex" or "Cleanup with water" on the label. Do not rinse into natural drainages (e.g., creeks, irrigation canals, wetlands) or storm drains.
10. Do not use paints more than 15 years old. They could contain toxic levels of lead.

11. Use ground or drop cloths underneath painting, scraping, sandblasting, and graffiti removal work. Properly dispose of the waste and scraps collected on the drop cloth.
12. Minimize site disturbance and avoid attracting predators by promptly removing waste materials, wrappers, and debris from the site. Any waste that must remain on site more than 12 hours should be properly stored in closed containers until disposal.

### **Socioeconomic Resources, Environmental Justice, and Protection of Children**

No BMPs were identified for socioeconomic resources, environmental justice, or the protection of children.

## Attachment 11

### Pre-Award Survey Cover Letter to Contractor

Your proposal has been received as a possible candidate for award of a cost-reimbursement contract. Per Federal Acquisition Regulation (FAR) 16.301-3(a)(3) - *A cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract.* The acceptability of an accounting system is determined based upon a pre-award survey performed by the Defense Contract Audit Agency (DCAA).

In order for the Department of Homeland Security (DHS) Customs and Border Protection (CBP) to proceed with a request for a DCAA pre-award accounting system survey, we require that you complete the Pre-award Survey of Prospective Contractor Accounting System Checklist included as Attachment 12. This completed form should be submitted to (b)(6);(b)(7)(C) via email at (b)(6);(b)(7)(C) as soon as possible. The Contracting Officer will forward a copy to the cognizant DCAA office along with the request for audit.

Information concerning DCAA may be found at <http://www.dcaa.mil>. Specific information concerning requirements for an acceptable accounting system may be found under the menu located on the left hand side of the home page entitled "DCAA Publications". The publication listed there is called "Information for Contractors" and Chapter 2 provides details on pre-award accounting system surveys.

## ATTACHMENT 12

### Preaward Survey of Prospective Contractor Accounting System Checklist – SF-1408

**Instructions:**

1. Mark “X” in the appropriate column.
2. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.

<b>Contractor Name:</b>				
<b>Point of Contact:</b>				
<b>CAGE Code:</b>				
<b>DUNS Code:</b>				
	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Note</b>
1. Is the accounting system in accord with generally accepted accounting principles?				<u>1</u>
2. ACCOUNTING SYSTEM PROVIDES FOR:				
a. Proper segregation of direct costs from indirect costs.				<u>2</u>
b. Identification and accumulation of direct costs by contract.				<u>3</u>
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (A contract is final cost objective.)				<u>4</u>
d. Accumulation of costs under general ledger control.				<u>5</u>
e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives.				<u>6</u>
f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.				<u>7</u>
g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.				<u>8</u>
h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions.				<u>9</u>
i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.				<u>10</u>
j. Segregation of preproduction costs from production costs.				<u>11</u>
3. Accounting system provides financial information:				
a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).				<u>12</u>
b. Required to support requests for progress payments.				<u>13</u>
4. Is the accounting system designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions?				<u>14</u>
5. Is the accounting system currently in full operation? (If not, describe in Page 2 narrative which portions are (1) in operation, (2) set up, but not yet in operation, (3) anticipated, or (4) nonexistent.)				<u>15</u>

## ATTACHMENT 12

### Preaward Survey of Prospective Contractor Accounting System Checklist – SF-1408

Instruction: Use this section to explain how the current accounting system supports your response to each item. If a response is N/A provide further explanation. Use as much space as needed. Provide references to current policies and procedures if applicable.

Note	Narrative
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

## Road Maintenance Technique Definitions

### **General:**

The following definitions and discussion of road maintenance terms are taken from “*Environmentally Sensitive Maintenance for Dirt and Gravel Roads*”, by John A. Anderson, Ph.D., and Allan L. Gesford, P.E., & the Penn State Center for Study of Dirt & Gravel Roads (<http://www.epa.gov/owow/nps/sensitive/sensitive.html> ). These definitions are to be used for road maintenance requirements discussed in the Statement of Work and the Sample Work Plan for Work Area #4.

**Basic Techniques:** First, no matter what work is being done on the road, it should be planned when there is adequate moisture. This usually means that all work should be done after a rainfall unless there is an available water truck and water source. Adequate moisture is needed not only to achieve proper compaction for structural integrity and strength, but also to avoid dust.

Dirt and gravel roads are usually maintained through three basic practices: blading or smoothing, reshaping or regrading, and adding new material. Gravel road deterioration, like any paved road, will develop in stages. Low severity surface distresses such as roughness, loose gravel, and minor ripples appear first. Blading or smoothing the road surface frequently to correct these distresses will result in less intense efforts of reshaping or adding new material. When the road loses crown and more severe distresses appear, a reshaping or regrading to re-establish proper crown is required. The more frequently we reshape using existing road material, the less often we will need to add new material. Sooner or later, however, the road loses crown and enough material has been lost off the roadside or by way of erosion and dust that there is not enough remaining material to simply regrade the road. Then we must add new material in order to re-establish the crown and have an effective road profile.

### **Blading** (or Smoothing):

As described above, blading a road is needed when surface distresses appear but the road still has a good crown. We need to blade the road to smooth the rough surface to restore good rideability and prevent further more extensive distress. When using the motorgrader, the moldboard angle and pitch is critical to doing good maintenance. The moldboard should be angled somewhere between 30 and 45 degrees, tilted forward, with light down pressure. A 10 to 15 degree tilt on the front wheels will help oppose the resisting forces and stabilize the operations. A speed of 3 to 5 miles per hour is considered average, but there are many conditions or variables that may require slower speeds for effective operations. With the blading or reshaping operations, compaction of the material is often left to traffic.

### **Regrading** (or Reshaping)

As stated above, when the road loses crown and more severe distresses appear, a reshaping or regrading to re-establish proper crown is required. With the moldboard tilted slightly backward and sufficient down pressure to produce a cutting action, the road is reshaped to restore proper crown and cross-slope for good drainage. A minimum of four passes may be required, with a first pass in each

direction to cut and windrow the material to the road center and then a second pass in each direction to spread the material back across each lane. The cutting action should be deep enough to cut to the bottom of all existing distresses such as corrugations, ruts, and potholes or soft spots.

Since this operation is being performed to restore proper crown and cross slope, check the resulting cross slope to insure it meets the half inch to three quarters inch drop from the center of the road with the flat "A" shape. This operation should include a compaction effort. Using rollers for proper compaction of the disturbed material will result in a stronger road for a longer period of time.

**Adding New Material** (or Resheeting): If there is not sufficient material remaining to regrade and restore proper crown and cross slope at the proper elevation, additional road material will have to be added. Prior to adding new material, the road should be in good shape with all other maintenance work performed. All distresses, such as corrugations and rutting, should be repaired and the road brought into the proper condition and shape to receive the new material. If the existing road surface is smooth or has a hard crust, the surface should be lightly scarified to loosen surface material to provide a good bond between the road surface and layer of new material. Compaction is again required to provide the proper density for structural strength and durability.

<b>Prepared by: TI Program Management Office</b>			
<b>Program Manager:</b>			
<b>Customs and Border Protection</b>			
<b>CTIMR Work Area 4 Recompete - LRT Summary</b>			
<b>COST CATEGORIES</b>		<b>Total Hours</b>	<b>Total Cost</b>
<b>(A) Direct Labor</b>			
<b>Direct Labor (Routine/Unscheduled Routine Requirements)</b>			
Fence and Gates		0	\$ -
Roads and Bridges		0	\$ -
Drainage and Gates		0	\$ -
Lighting and Electrical		0	\$ -
Vegetation Control and Debris Removal		0	\$ -
<b>(A) Total Direct Labor =</b>		<b>0</b>	<b>\$ -</b>
<b>(B) Material, Equipment &amp; Other Direct Costs</b>			
<b>Materials</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>Equipment</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>Other Direct Costs</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>(B) Material, Equipment &amp; Other Direct Costs =</b>			<b>\$ -</b>
<b>(C) Total (A) + (B) =</b>			<b>\$ -</b>
<b>(D) Overhead @ Rate (%) x (C) = (See Note 2)</b>	0%		\$ -
<b>(E) Construction</b>			\$ -
<b>(F) Training</b>			\$ -
<b>(G) Other Direct Costs PM CLIN 6 (Incl on Summary Total Contract tab)</b>			
<b>(H) Direct Costs (no General and Administrative Costs) (Add Lines (A) through (F)) =</b>			<b>\$ -</b>
<b>(I) General and Administrative Costs (G&amp;A) @ (Rate (%) x (H)) =</b>	0%		\$ -
<b>(J) All Costs (Including G&amp;A) (Add lines (H) + (I)) =</b>			<b>\$ -</b>
<b>(K) Profit @ (Rate (%) x (J)) =</b>	0%		\$ -
<b>(L) Estimated Price (Add lines (J) + (K)) =</b>			<b>\$ -</b>
<b>(M) CLIN 9 - Improvement Activities</b>			<b>\$ 750,000.00</b>
<b>(N) Total Estimated Price (Add lines (L) + (M))</b>			<b>\$ 750,000.00</b>
<b>Notes:</b>			
(1) Estimates include C, D and H through J			
(2) Direct labor rates are fully burdened, so a separate Overhead amount was not required.			























































































Prepared by: TI Program Management Office			
Program Manager:			
Customs and Border Protection			
CTIMR Work Area 4 Recompete - RGV Summary			
<b>COST CATEGORIES</b>		<b>Total Hours</b>	<b>Total Cost</b>
<b>(A) Direct Labor</b>			
<b>Direct Labor (Routine/Unscheduled Routine Requirements)</b>			
Fence and Gates		0	\$ -
Roads and Bridges		0	\$ -
Drainage and Gates		0	\$ -
Lighting and Electrical		0	\$ -
Vegetation Control and Debris Removal		0	\$ -
<b>(A) Total Direct Labor =</b>		<b>0</b>	<b>\$ -</b>
<b>(B) Material, Equipment &amp; Other Direct Costs</b>			
<b>Materials</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>Equipment</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>Other Direct Costs</b>			
Fence and Gates			\$ -
Roads and Bridges			\$ -
Drainage and Gates			\$ -
Lighting and Electrical			\$ -
Vegetation Control and Debris Removal			\$ -
<b>(B) Material, Equipment &amp; Other Direct Costs =</b>			<b>\$ -</b>
<b>(C) Total (A) + (B) =</b>			<b>\$ -</b>
<b>(D) Overhead @ Rate (%) x (C) = (See Note 2)</b>	0%		\$ -
<b>(E) Construction</b>			\$ -
<b>(F) Training</b>			\$ -
<b>(G) Other Direct Costs PM CLIN 6 (Incl on Summary Total Contract tab)</b>			
<b>(H) Direct Costs (no General and Administrative Costs) (Add Lines (A) through (F)) =</b>			<b>\$ -</b>
<b>(I) General and Administrative Costs (G&amp;A) @ (Rate %) x (H) =</b>	\$0.00		\$ -
<b>(J) All Costs (Including G&amp;A) (Add lines (H) + (I)) =</b>			<b>\$ -</b>
<b>(K) Profit @ (Rate %) x (J) =</b>	\$0.00		\$ -
<b>(L) Estimated Price (Add lines (J) + (K)) =</b>			<b>\$ -</b>
<b>(M) CLIN 9 - Improvement Activities</b>			<b>\$ 750,000.00</b>
<b>(N) Total Estimated Price (Add lines (L) + (M))</b>			<b>\$ 750,000.00</b>
<b>Notes:</b>			
(1) Estimates include C, D and H through J			
(2) Direct labor rates are fully burdened, so a separate Overhead amount was not required.			

































































































\* Labor rates include fringes, OH, no profit

\*\* Includes bare costs only, no OH and profit



\$ -

\* Labor rates include fringes, OH, no profit

\*\* Includes bare costs only, no OH and profit



Hourly Rate
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

Healthcare	Pension	Time Off	Hourly Rate	OH	Hourly Rate
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**ATTACHMENT 6**  
**TEAMING PARTNER, JOINT VENTURE PARTNER, AND SUBCONTRACTOR**  
**CONSENT LETTER**  
**FOR THE RELEASE OF PAST PERFORMANCE INFORMATION**  
**TO THE PRIME CONTRACTOR**

Past performance information concerning a teaming partner, joint venture partner, or subcontractor cannot be disclosed to the Offeror, a private party, without the consent of the teaming partner, joint venture partner, or subcontractor. The Government will need that consent before disclosing teaming partner, joint venture partner, or subcontractor past performance information to the Offeror during exchanges. In an effort to assist the Government's evaluation of your past performance information, we request that a consent letter be completed by the teaming partners, joint venture partners, and subcontractors identified in your proposal. The completed consent letters should be submitted as part of your Past Performance Tab.

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

We are participating as a (teaming partner, joint venture partner, or subcontractor) with (Offeror providing proposal) in responding to the Customs Border Protection (CBP) Request for Proposal HSBP-1013-R-0017 for the Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) Work Area 1 contract.

We understand that the Government is placing increased emphasis on past performance in order to obtain the best value in source selections. To facilitate the performance confidence assessment process, we are signing this consent letter to allow you to discuss our past performance information with the Offeror during the source selection process.

---

Signature

(Signature and title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

## ATTACHMENT 7

### NON-GOVERNMENTAL COMMERCIAL CLIENT AUTHORIZATION LETTER

A non-governmental commercial client of the Offeror, teaming partner, joint venture partner, or subcontractor cannot disclose to the Government past performance information concerning private sector Offerors, teaming partners, joint venture partners, and subcontractors without their consent. The Offeror will be required to authorize each non-governmental commercial client to make such disclosures to the Government for each identified past performance effort for a nongovernmental commercial client. This client authorization letter will authorize the client to disclose to the Government the requested information on the Offeror's performance. The Government will need the consent in the client authorization letter before contacting nongovernmental commercial clients to assess the Offeror's past performance.

In an effort to assist the Government in assessing your past performance relevancy and confidence, we request that a client authorization letter similar to the following be completed by any non-governmental commercial clients identified in your Technical Volume. The completed client authorization letters should be submitted as part of your Technical Volume.

**Offerors should send with their list of references a client authorization letter similar to the following to provide past performance information to the Government.**

Dear Client:

We are responding to a Customs Border Protection (CBP) Request for Proposal HSBP-13-R-0017 for the Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) Work Area 1 contract.

In their procurements, the Government is placing increased emphasis on past performance as a source selection factor. The Government is requiring respondents to the Request for Proposal to identify clients for which the respondent performed work, and the Government is requesting the clients to participate in the evaluation process by providing feedback. In the event that you are contacted for information on work that we performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. \_\_\_\_\_ of your organization as the point of contact based on his/her knowledge of our work. Your cooperation is appreciated. Any questions may be directed to \_\_\_\_\_.

Sincerely,

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

## **ATTACHMENT 8**

### **Instructions for Completing Government Furnished Materials (GFM) Order Form**

1. The form is prepared in Excel 2003 for Microsoft Office 2003.
2. There is one workbook with four worksheets. The worksheet labeled data has no fields for CTIMR contractor to input and is for workbook references only.
3. Contractor to provide data in the fields shaded in Yellow. NOTE: Contractor should begin with worksheet labeled "Truck Calculation" as many fields on this worksheet populate fields in worksheet "Truck Schedule Request".
4. Contractor provides CTIMR Region, Contract #, Task Order #, Contractor's Name, Address, and Point of Contact's Name, Phone Number and Email Address. Pickup location is defaulted to El Paso, TX. (TI SCM may direct material from another location; however this will be coordinated with CTIMR contract in advance).
5. Contractor enters Order Date, i.e., the date that the form is submitted.
6. Contractor enters Order Number. Order numbers will be sequential beginning at 1. If an existing order needs revision, the order number should be maintained but revision number should be added, i.e. 1-Rev. 1, 1-Rev.-2. If Order Number will be used as tracking number for submissions.
7. Contractor goes to bill of material area and enters number of bundles requested for each type of material (default is 0). All material will be provided in whole bundles. The spreadsheet will calculate estimated number of trucks required based on trucks capable of 46,000 lb loads.
8. Contractor goes to worksheet labeled "Truck Schedule Request", enters the date for the first day of requested material pickup (cell B7). The first day requested should be in accordance with the GFM Procedure. Requests are limited to Monday through Friday.
9. Contractor enters the number of bundles of each material requested for pickup on Distribution Day #1 (cells B9 to B28). The request may exceed one truckload and be up to the maximum permitted per the GFM Procedure instructions. The spreadsheet will calculate total weight and estimated trucks based on 46,000 lb truckload capacity. NOTE: If CTIMR contractor intends to use multiple storage locations and wants loads specifically tailored to each location, they should submit separate orders for each location. Contractor enters different requested loads for each day until they have completed entered sufficient trucks to pick up requested material.
10. Contractor goes to worksheet labeled "Mesh Schedule Request", and follows the same procedures from number 8 and 9 above for MESH.
11. Revisions to the original submittal form can be made by changing the order number by adding "Revision-X" as required. Please highlight all changes with red font.

**From:** (b)(6);(b)(7)(C)  
**To:** (b)(6);(b)(7)(C)  
**Cc:**  
**Subject:** RE: Follow up...  
**Date:** Tuesday, April 16, 2013 8:44:01 AM  
**Attachments:** [BPFTI PMO 101 TI Presentation v5\\_sb 041613.ppt](#)

---

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

Take a look at the attached. There are some updates we need to do. With the meeting at 9, I probably won't have a chance to look at this until later today or tomorrow. Do you mind if we loop (b)(6);(b)(7)(C) in to help? This will be a good education for him too. Thanks!

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

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

Special Projects Analyst, Business Operations Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
Office: (b)(6);(b)(7)(C)  
*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Tuesday, April 16, 2013 8:26 AM  
**To:** (b)(6);(b)(7)(C)  
**Cc:**  
**Subject:** RE: Follow up...

Ok. Come see me since we may wish to take a little twist with Ops..

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Tuesday, April 16, 2013 8:23 AM  
**To:** (b)(6);(b)(7)(C)  
**Cc:**  
**Subject:** RE: Follow up...

I'm updating the 101 that we did a little over a year ago.

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

Special Projects Analyst, Business Operations Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
Office: (b)(6);(b)(7)(C)  
*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Tuesday, April 16, 2013 8:16 AM  
**To:** (b)(6);(b)(7)(C)  
**Cc:**  
**Subject:** Fw: Follow up...

Le('s chat. This is progress...

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Tuesday, April 16, 2013 08:14 AM

**To:** (b)(6);(b)(7)(C)  
**Subject:** RE: Follow up...

We have not identified the representatives just yet -- send it to me and I will broadcast

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

Associate Chief  
Office of Border Patrol  
Office: (b)(6);(b)(7)(C)  
Mobile (b)(6);(b)(7)(C)

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Tuesday, April 16, 2013 8:13 AM  
**To:** (b)(6);(b)(7)(C)  
**Subject:** Re: Follow up...

Ok. Thanks. Would you like me to send an invite? And if so to who in OPs?

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** AM  
**To:** (b)(6);(b)(7)(C)  
**Subject:** RE: Follow up...

Ops folks are available after 10am – plan for about 30 minutes

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

Associate Chief  
Office of Border Patrol  
Office: (b)(6);(b)(7)(C)  
Mobile (b)(6);(b)(7)(C)

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Monday, April 15, 2013 5:46 PM  
**To:** (b)(6);(b)(7)(C)  
**Cc:** (b)(6);(b)(7)(C)  
**Subject:** Re: Follow up...

Works for me...I'll check with others...be back to you tomorrow.

---

**From:** (b)(6);(b)(7)(C)  
**Sent:** Monday, April 15, 2013 05:44 PM  
**To:** (b)(6);(b)(7)(C)  
**Cc:** (b)(6);(b)(7)(C)  
**Subject:** RE: Follow up...

Sounds good (b)(6);(b)(7)(C) let me see if I can get some folks together for Thursday morning – does that work

for you?

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

Associate Chief

Office of Border Patrol

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

Mobile:

---

**From:** (b)(6);(b)(7)(C)

**Sent:** Monday, April 15, 2013 2:14 PM

**To:** (b)(6);(b)(7)(C)

**Cc:** (b)(6);(b)(7)(C)

**Subject:** Follow up...

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

Hope you had a good weekend.

Just as a follow up, would like to know when we can meet with you all and Ops.

Would like to carry thru the idea that we create a trilateral relationship between Ops, ORBM and TI.

As an ice breaker, we could do a 101 for Ops so they know who does what in TI and who they can work with in concert with your SME.

Look forward to hearing from you.

CBP Office of Administration  
**Facilities Management and Engineering**  
**Border Patrol Facilities & Tactical Infrastructure**

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**Program Management Office 101**

Presentation to Office of Border Patrol

April 18, 2013



U.S. Customs and  
Border Protection



# Agenda



- BPFTI PMO History
- What is the BPFTI PMO?
- BPFTI PMO Background – Fence
- Who Are the BPFTI PMO's Key Partners?
- BPFTI PMO Divisions' Responsibilities – Overview
- Organizational Charts
- TI Responsibilities
- TI Summary – Today
- TI Future – CTIMR and Towers

# BPFTI PMO History



- Gaining effective control of our Nation's borders is a critical element of national security.
- Section 102 of the Secure Fence Act required the Department of Homeland Security (DHS) to construct – in the most expeditious manner possible – the infrastructure necessary to deter and prevent illegal entry on our Southwest Border.
- BPFTI was borne out of the Secure Border Initiative (SBI), a comprehensive multi-year plan established by DHS to secure America's borders and reduce illegal immigration.
- The BPFTI PMO – then known as the Tactical Infrastructure (TI) Program – was created in October 2007 to oversee the construction of roads, lighting, and pedestrian and vehicle fencing across the Southwest Border. Prior to that, TI had been constructed under the SBInet Program.
- In March 2009, the TI Program was brought under CBP's FM&E Directorate.
- In November 2009, the TI Program combined with the FM&E SBI/TI and Facilities Centers to become the current BPFTI PMO.



# What is the BPFTI PMO?



- The Facilities Management and Engineering's (FM&E's) BPFTI PMO – under the guidance of U.S. Customs and Border Protection's (CBP's) Office of Administration (OA) – plans, constructs, and maintains various physical components designed to help the Border Patrol fulfill its primary homeland security mission.
- The BPFTI PMO provides material solutions to our business partner, Office of Border Patrol (OBP), based on the requirements they identify. Material solutions include Border Patrol Stations (BPS), Forward Operating Bases (FOB), Checkpoints, Tactical Infrastructure (TI) and Towers.
- The BPFTI PMO provides the facilities for OBP to base their operations and manage their forces and resources to carry out their mission of securing the Nation's borders between the ports of entry.
- The BPFTI PMO provides [REDACTED] (b) (7)(E) and other towers for Office of Technology Innovation and Acquisition (OTIA).
- TI planned and constructed by the PMO also provides persistence impedance which is a force multiplier for the OBP agents.
- The PMO has the ability to adapt to changes in requirements quickly before the construction phase begins.



# BPFTI PMO Background – Fence



## **Pedestrian Fence 70 (PF70):**

- TI's first fence project, comprised of both new and previously planned projects, was brought together under SBI to construct 70 miles of primary pedestrian fence by the end of FY 2007.
- The majority of fence was constructed in Arizona; the remaining mileage was constructed in California and New Mexico. In all, this area covered the San Diego, El Centro, Yuma, Tucson, and El Paso Border Patrol Sectors.
- The projects were carried out by a partnership between CBP and the U.S. National Guard (Operation Jump Start), Joint Task Force North, private contractors through the U.S. Army Corps of Engineers, and Boeing.
- By September 30, 2007, the PF70 project had exceeded its goal by constructing 76.3 miles of pedestrian fence, increasing the total mileage of pedestrian fence (PF70 fence plus legacy fence) along the Southwest Border at the time to 154.7 miles.



# BPFTI PMO Background – Fence (cont.)



## Vehicle Fence 300 (VF300):

- VF300 is a TI project that completed 299 miles of vehicle fence along the Southwest border in strategically desirable locations, as determined by Border Patrol's operational requirements.
- The majority of vehicle fence was constructed in Arizona and New Mexico; the remaining mileage was constructed in California and Texas. In all, this area covered the El Centro, Yuma, Tucson, and El Paso Border Patrol Sectors.
- The project was carried out by a number of private sector firms via a Multiple Award Task Order Contract (MATOC) issued by the U.S. Army Corps of Engineers.
- Operation Jump Start, via the U.S. National Guard, also helped construct some segments.



# BPFTI PMO Background – Fence (cont.)



## Pedestrian Fence 225 (PF225):

- PF225 is a TI project that plans to construct approximately 210 miles of primary pedestrian fence along the Southwest Border
- The project is being carried out by a number of private sector firms via a Multiple Award Task Order Contract (MATOC) issued by the U.S. Army Corps of Engineers
- The fence is being constructed along sections of California, Arizona, New Mexico, and Texas. In all, this area covers the San Diego, El Centro, Yuma, Tucson, El Paso, Marfa, Del Rio, and Rio Grande Valley Border Patrol Sectors
- Construction of PF225 continues – [REDACTED] (b) (7)(E)
- Fence segments O-1 through O-3 in RGV Sector (approximately (b) (7)(E)) were de-scoped from the original PF225 project due to design and real estate challenges (these are being revisited at this time and construction will be dependent on funding)



# Who are the BPFTI PMO's Key Partners?



**The BPFTI PMO provides material solutions to our business partner, OBP, based on the requirements they identify. The PMO works with a variety of partners to provide these solutions.**

- The United States Army Corps of Engineers (USACE) is the BPFTI PMO service provider for the majority of new construction and the TI Maintenance and Repair effort.
- The General Service Administration (GSA) is the BPFTI PMO service provider for new construction of leased facilities.
- CBP procurement provides contracting actions for the Facilities Maintenance, Repair, and Operations (MRO) program and the TI O&M program.
- Office of Technology Innovation and Acquisition (OTIA) is the BPFTI PMO customer for the RVSS and other towers. OTIA provides the funding, locations, and tower specifications.
- The Office of Chief Counsel (OCC) provides legal advise for the PMO.
- Other agencies that support the BPFTI PMO include: Department of Justice, Department of the Interior, U.S. Fish & Wildlife Service, FAA, International Boundary and Water Commission, various state Department of Transportations, Environmental Protection Agency, State Historic Preservation Offices (SHPOs), state and local governments and state and local regulatory agencies.

# BPFTI PMO Division Responsibilities

- The **Facilities Division** manages the planning, leasing, construction, and sustainment of OBP and related infrastructure such as Border Patrol Stations, Checkpoints, Forward Operating Bases.
- The **Tactical Infrastructure (TI) Division** manages the planning, construction, and maintenance and repair of TI projects for OBP and the sustainment of deployed TI. These TI components include – roads, fencing, lights, electrical components, drainage structures and towers (excluding technology).
- The **Business Operations Division** manages the internal controls, financial management, communications, data collection and reporting for all programs and projects related to the PMO.
- The **Real Estate & Environmental Services Division** supports real estate and environmental services and technical integration for the PMO programs and projects, this also includes leasing.
- The **Architectural and Engineering (A/E) Services** serves as the “in house” technical A/E subject matter experts (SME) relative to TI, Facilities, and Towers and helps ensure that projects are technically sound, meet operational requirements and are cost effective to construct, operate and maintain.



# BPFTI PMO Organizational Chart



U.S. Customs and  
Border Protection

# BPFTI PMO TI Organizational Chart



# TI Responsibilities



## Capabilities

- The TI Division, in partnership with USACE, provides OBP with long-term planning, construction, and maintenance capabilities consisting mainly of roads, fencing (both pedestrian and vehicle), bridges, drainage structures, lighting systems, vegetation and debris removal and towers. TI's most visible programs have been the border fence projects.

## Benefits

- The purpose of TI is to act as a persistent impedance that slow, delay, and act as an obstacle to illicit cross-border activity.

## Program/Project Summary

- Construction of PF225 continues – (b) (7)(E)
- MATOC Task Orders for Sector Maintenance and Repair efforts have been awarded until all the Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) contracts are awarded
- Tower Maintenance Repair Program (TMRP) manages the repair activities for the Remote Video Surveillance System (RVSS) and other related towers and new tower construction



# TI Summary - Today



- Construction of PF225 continues – there are (b) (7)(E) (b) (7)(E)
- USACE has awarded all 19 MATOC Task Orders for Sector Maintenance and Repairs, ensuring there will be no gaps in maintenance coverage until all the CTIMR contracts are awarded.
- Tower Maintenance Repair Program (TMRP) manages the repair activities for the RVSS and other related towers and new tower construction as well.
- Arizona continues to be the OBP priority for TI with projects totaling \$66.7M. Ongoing AZ projects are:
  - Nogales D5 Access Roadway (Zone (b) (7)(E))
  - D-5A All Weather Roadway
  - D5B/D6 All Weather Roadway and Low Water Crossing Upgrades (Zone (b) (7)(E))
  - Nogales Primary Fence Replacement
  - The Grand and Morley Tunnels
  - Douglas International Ditch Phase III
  - Douglas Primary Fence Replacement Phase I and II

NEEDS UPDATING



# TI Future – CTIMR



- The **CTIMR Program** objective is to develop and implement a Sector-based system of contracts that provide responsive, flexible, and affordable operation and maintenance (O&M) services to ensure the Southwest Border's TI fully supports the OBP mission.
- OBP advises the BPFTI PMO TI Division on O&M mission needs and priorities.
- Contracting Officer's Technical Representatives (COTRs) are CBP's go-to persons for Sector TI O&M needs.
- The BPFTI PMO TI Division will provide the information system to support CTIMR O&M coordination.
- The TI PMO:
  - Defines CTIMR needs, based on Sector O&M requirements
  - In conjunction with OBP, manages and controls resources (funding)
  - Hires COTRs and – through the Contracting Officer (CO) – awards CTIMR contracts
- Sector input/participation is essential and includes:
  - Requirement identification and notification
  - Reporting satisfaction/dissatisfaction in meeting requirements

NEEDS UPDATING



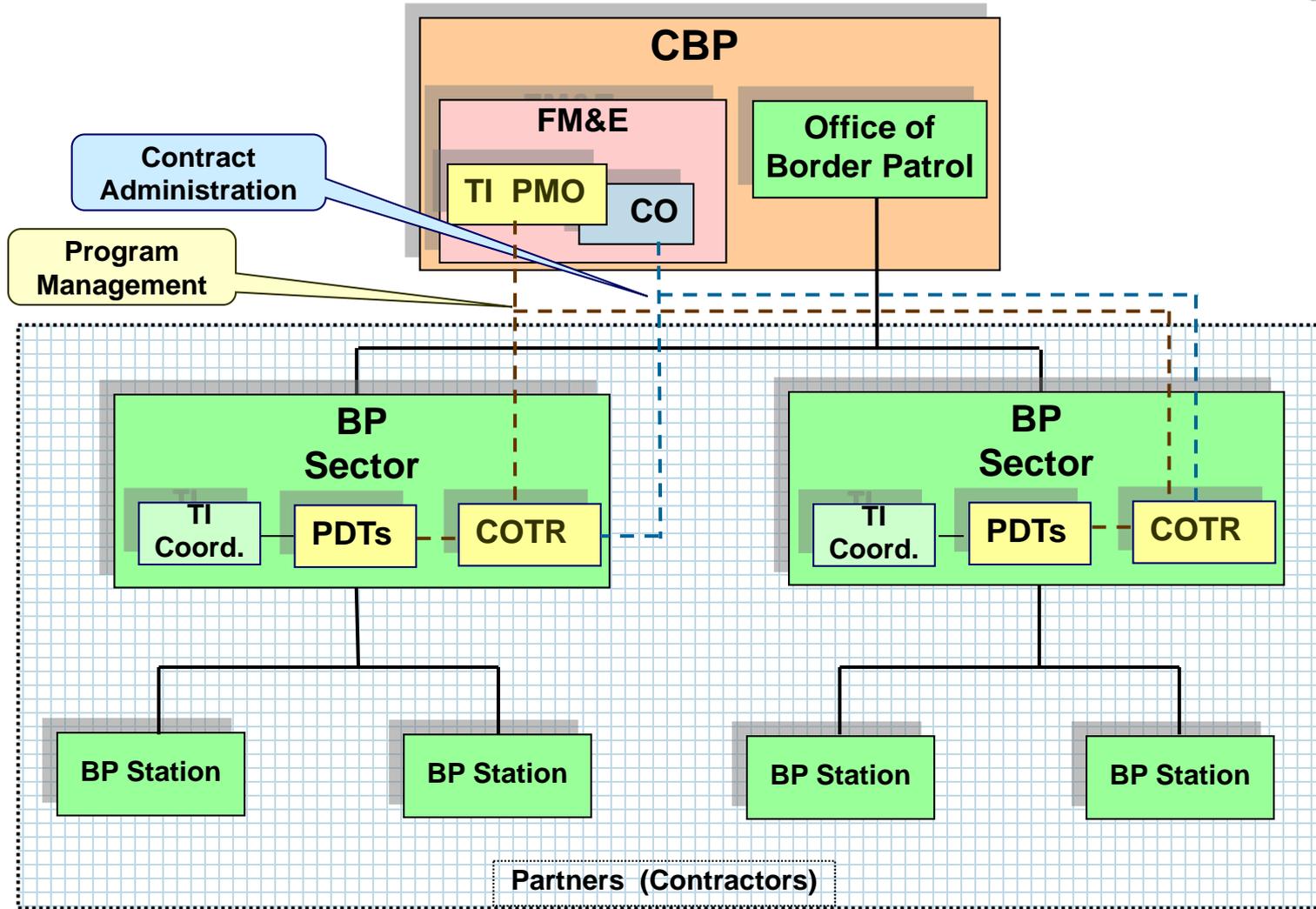
# CTIMR (cont.)



- 4 contracts - 4 areas: focus on 9 Sectors (4 vs. 9 contracts provides more efficient contract administration and simplifies communication, but preserves Sector focus).
  - Area 1: El Centro, San Diego
  - Area 2: Yuma, Tucson
  - Area 3: El Paso, Marfa
  - Area 4: Del Rio, Laredo, and Rio Grande Valley
  
- Contract is for one year plus two option years and covers all TI O&M for five work areas\*:
  - Fences and gates
  - Roads and bridges
  - Drainage and grates
  - Lighting and electrical
  - Vegetation and debris removal
  
- CTIMR contractors authorized to work in “Cleared Areas” only, i.e., areas without environmental, tribal, jurisdictional, or ownership access, **NEEDS UPDATING**

*\*Note: Option to add non-traditional O&M work, e.g., marine infrastructure (boat ramps, storage facilities) can be accommodated.*

# CTIMR Key Players

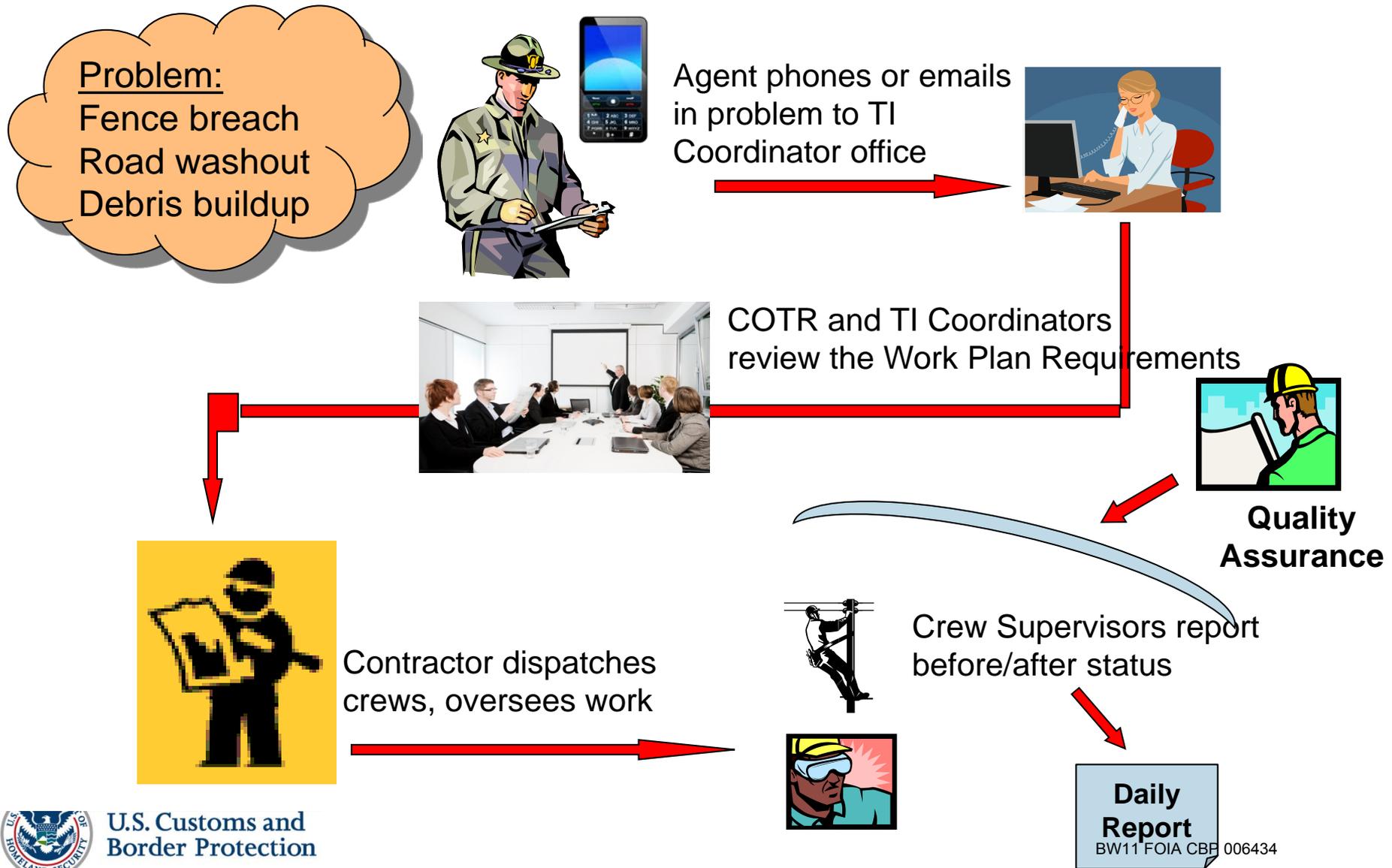


U.S. Customs and Border Protection

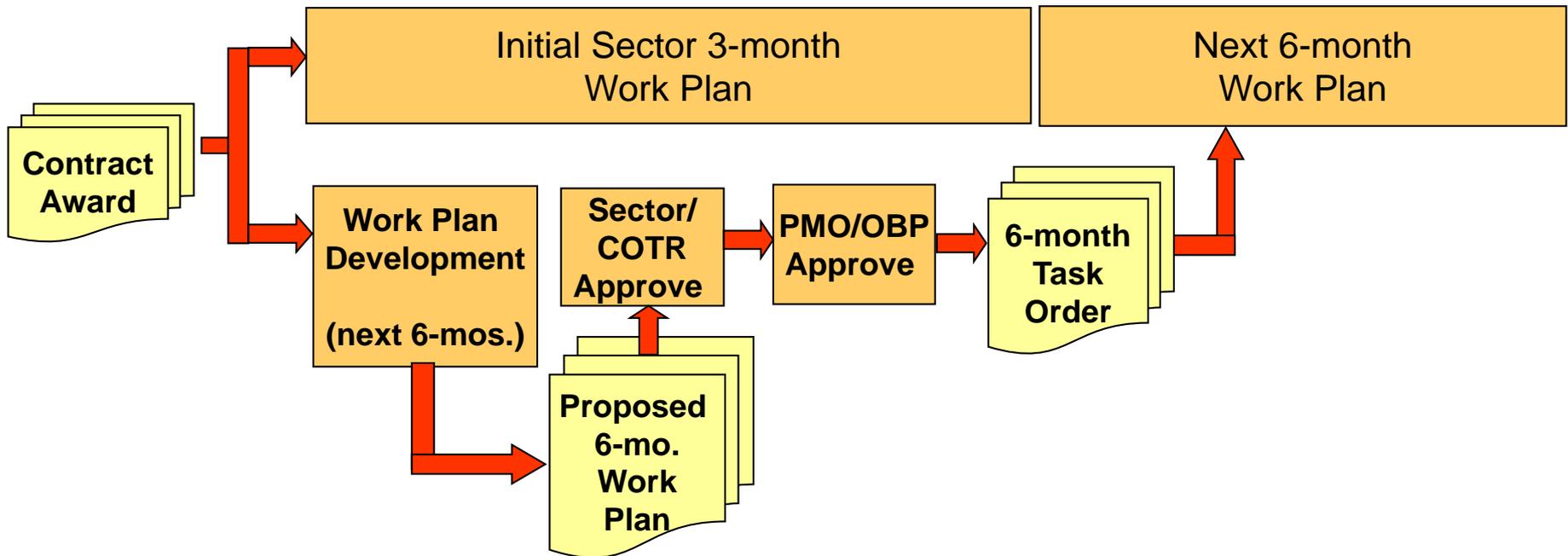
FM&E – Facilities Management & Engineering  
 TI PMO – Tactical Infrastructure – Project Management Office  
 CO – Contracting Officer  
 COTR – Contracting Officer’s Technical Representative

BW11 FOIA CBP 006433

# How CTIMR Works



# Process Flow – Contract Award Through Nine Months



- Initial Sector (3-month) work plan must provide for most critical contract requirements and flexibility
- PMO/OBP approves Sector 6-month plan (within funds available)
- As contractor executes 6-month work plan, also begins work on follow-on work plan

# CTIMR Update



- USACE awarded 19 MATOC Task Orders for Sector Maintenance and Repairs for FY10. The Program is creating a second round of MATOC Task orders to begin as the original 19 contracts expire. These MATOCs ensure there are no “gaps” in maintenance and repair coverage.
  
- CTIMR Status
  - Work Area 1 – new strategy 90 day award
  - Work Areas 2 and 3 “De novo”
  - Work Area 4 award scheduled for October 2011
  
- To date, the program has hired seven of the eight PM/COTRs. The remaining is estimated to be hired by FY12 Q2 pending completion of suitability background check.

NEEDS UPDATING



# TI Future – Tower Maintenance and Repair Program (TMRP)



- CBP Executive Steering Committee (ESC) identified FM&E as custodians (site acquisition, lease management, structure/load management, and real property assets) of the 318 Remote Video Surveillance Systems (RVSS) towers
  - The transition process is ongoing. Full transition to be completed in FY12
  
- TMRP Goals:
  - Goal #1:
    - Proactively support the operational sustainment of the RVSS towers, while economically protecting the Government's investment, consistent with Executive Order 13327-  
*Agencies shall recognize the importance of real property resources through increased management attention, the establishment of clear goals and objectives, improved policies and levels of accountability, and other appropriate action*
  
  - Goal #2:
    - Identify, promote, and enhance the innovative collaboration between Office of Information Technology (OIT), Office of Administration (OA), Office of Border Patrol (OBP), and Office of Technology Innovation and Acquisition (OTIA) in support of maintenance and repair activities for the identified (b) (7)(E) towers



# TMRP Work Activities



- Address urgent requirements (Priority 1 issues) immediately
- Address routine maintenance actions/asset improvements
- TMRP on-call repairs of tower structures and sites hotline and mailbox:
  - **(b) (7)(E)**
    - Four focus areas:
      1. Preventative maintenance
      2. Planned repair
      3. Unplanned/urgent maintenance and repair
      4. New construction transition
      5. Tower condition assessments (TCA)
- Work activities include:
  - Periodic tower inspections
  - Tower structural analysis and repairs
  - Tower corrosion mitigation
  - Mechanical
  - Operations and lease management
  - Tower load analysis and certification
  - Tower grounding
  - Power/electrical/generators/solar panels servicing
  - Shelter (roof/doors/HVAC/floors)
  - Grounds maintenance
  - Pest control
  - Site security
  - Safety compliance and training
  - Climber certifications



# TMRP Projects Update



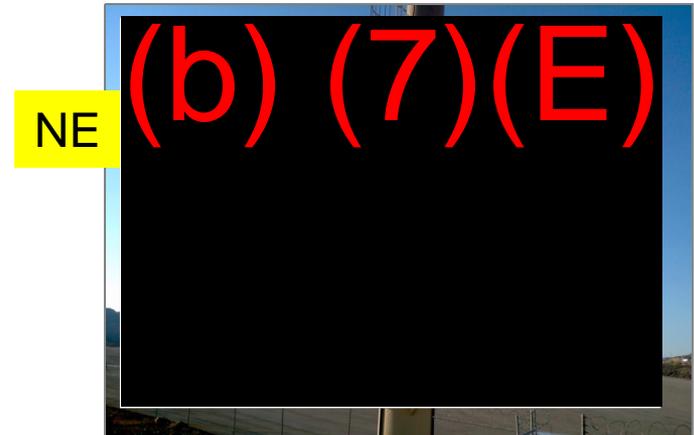
- **(b) (7)(E) Tower**
  - Categorical Exclusion (CATEX) approved by the Bureau of Land Management (BLM) on September 23, 2011
  - In the process of mobilizing DTREDS to conduct the geotechnical survey. Mobilization will take approximately two weeks
  
- **Flood Remediation Efforts in Laredo (LRT) (b) (7) towers) and Del Rio (DRT) (b) (7) towers)**
  - Contract for (b) (7)(E) has been awarded and a Notice to Proceed (NTP) has been given to RAM Building Service. Kick-off meeting held on September 27, 2011
  - Mod for the flood remediation efforts in Del Rio to be completed by September 28, 2011. Contractor will then initiate work with the AEP and mobilization will take approximately two weeks
  
- **Flood Damaged Tower in El Cenizo**
  - Geotechnical survey for alternative site 2 is needed, however, the Right of Entry (ROE) and Record of Environmental Consideration (REC) needs to be established before geotechnical work is done **NEEDS UPDATING**
    - REC and ROE will be coordinated with FM&E real estate and environmental teams
  - A meeting to view the proposed site took place on September 26, 2011



# TMRP Accomplishments



- Completed the tower assessments for (b) (7)(E) Upgrade) for Tucson (TCA) and Yuma (YUM) on May 13, 2011, ahead of the May 26, 2011 scheduled completion date
  - Maintenance and repair work on the (b) (7)(E) and (b) (7)(E) in Arizona to begin on October 3, 2011
- Completed the tower assessments for (b) (7)(E) (b) (7)(E) on June 16, 2011, ahead of the July 23, 2011 scheduled completion date
  - Maintenance and repair work on the (b) (7)(E) and (b) (7)(E) to begin FY12. (Date to be determined)
- Goal is to compile tower condition assessments for Phase 2 for the northern border as well as for (b) (7)(E) Sectors, depending on availability of doc
  - (b) (7)(E) (End of November 2011)
  - Northern Border (End of January 2012)
- ASARCO solar power solution for (b) (7)(E) (b) (7)(E) in (b) (7)(E) completed September 1, 2011



# TMRP Partners



- Office of Border Patrol (OBP)
  - Enforcement Information Technology (EIT)
  
- OTIA supported projects:
  - RVSS Upgrade
    - Construction of (b) (7)(E) new towers in Arizona to be started October 2011
    - M&R effort of the (b) (7)(E) and (b) (7)(E) will support technology refresh of the (b) (7)(E) Upgrade Program
    - Command and Control (C2) facility renovations in Nogales, Ajo, Douglas, Naco, and Yuma
  - (b) (7)(E)
    - (b) (7)(E) site preparation for approximately (b) (7)(E) sites and C2 facility renovations in Nogales, Sonoita, Douglas, Ajo, Casa Grande, and Wellton
  - (b) (7)(E) ) **NEEDS UPDATING**
    - Conducted (b) (7)(E) tower condition assessments of the (b) (7)(E) towers and associated (b) (7)(E) in TCA, YUM, EPT, SDC, and Rio Grande Valley
    - Will conduct the (b) (7)(E) tower assessments in LRT, ELC, DRT and the Northern Border



From: (b)(6);(b)(7)(C)  
To: (b)(6);(b)(7)(C)  
Cc:  
Subject: CIR Slides  
Date: Friday, May 03, 2013 3:22:14 PM  
Attachments: [CIR010-03slidesv1.pptx](#)

---

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

Here are my three slides for the CIR Deck. Look them over and see if I need to add, missed or adjust.

(b)(6);(b)(7)(C) please do the same.

I am open this weekend if you wish to send me slides and updates..

I would like the rough draft to include those from others by Monday morning so that I can review....

Thanks..

(b)(6);(b)(7)(C) CBM, PMP  
Division Director, TI Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
Facilities Management and Engineering  
1301 Constitution Ave. NW (b)(6);(b)(7)(C)  
Washington, DC 20004  
Office (b)(6);(b)(7)(C)  
Cell: (b)(6);(b)(7)(C)  
(b)(6);(b)(7)(C)

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

# Situation

- Rio Grande Valley (RGV)
  - 316 miles of border with Mexico
  - 6 Border Patrol Stations
  - Rio Grande City and McAllen Stations about 01-03
- Existing Pedestrian Fence is ....miles
- 01-03 last segment under PF 225
  - Comprises (b) (7)(E) of border between Roma and Rio Grande City (see map)
  - Original alignment adjusted due to flood plan agreement with IBWC
  - Does not comprise existing gate construction in RGV
- High priority for Border Patrol

# Staffing

- BPFTI
  - Align PMs by corridors (Border Patrol style)
    - Example: PM to oversee and monitor SDC, ELC and Yuma
  - Flex capability by using Sector PM/CORs
  - Surge capability by tapping into Facilities PMs
- ECSO
  - Utilizing current staffing
  - Leveraging existing Corps Districts and Resident Engineer structures
  - Complimenting CBP corridors
  - Leveraging surge capabilities within Corps

# Next Steps

- Place on ‘hot” standby the PRD, schedule, cost and acquisition approach
- Frame the staffing requirements and prepare to adjust staff
- ECSO will reach out to Districts and Resident Engineers to pre-set expectations and gauge capabilities and requirements
- Prepare to “pivot” PRD, schedule, cost and acquisitions approach if additional fencing is required

**From:** (b) (6), (b) (7)(C)  
**To:** (b) (6), (b) (7)(C)  
**Cc:**  
**Subject:** FW:(b)(3)PR - 2 of 3 - CTIMR Area 4 HSBP1010R0024  
**Date:** Tuesday, May 17, 2011 10:45:37 AM  
**Attachments:** (b)(3)  
**Importance:** High

---

Teamleaders,

Response from (b)(3) Please verify adherence to your request. Thank you.

(b) (6), (b) (7)(C)

Contract Specialist

US Customs and Border Protection

FM&E/TI Contracting Division

Enterprise Contracting Office (ECO)

P: (b) (6), (b) (7)(C)

F: (b) (6), (b) (7)(C)

-----Original Message-----

**From:** (b) (6)  
**Sent:** Tuesday, May 17, 2011 10:31 AM  
**To:** CTIMR; (b) (6), (b) (7)(C)  
**Cc:** (b) (6)  
**Subject:** (b)(3)FPR - 2 of 3 - CTIMR Area 4 HSBP1010R0024

-----Original Message-----

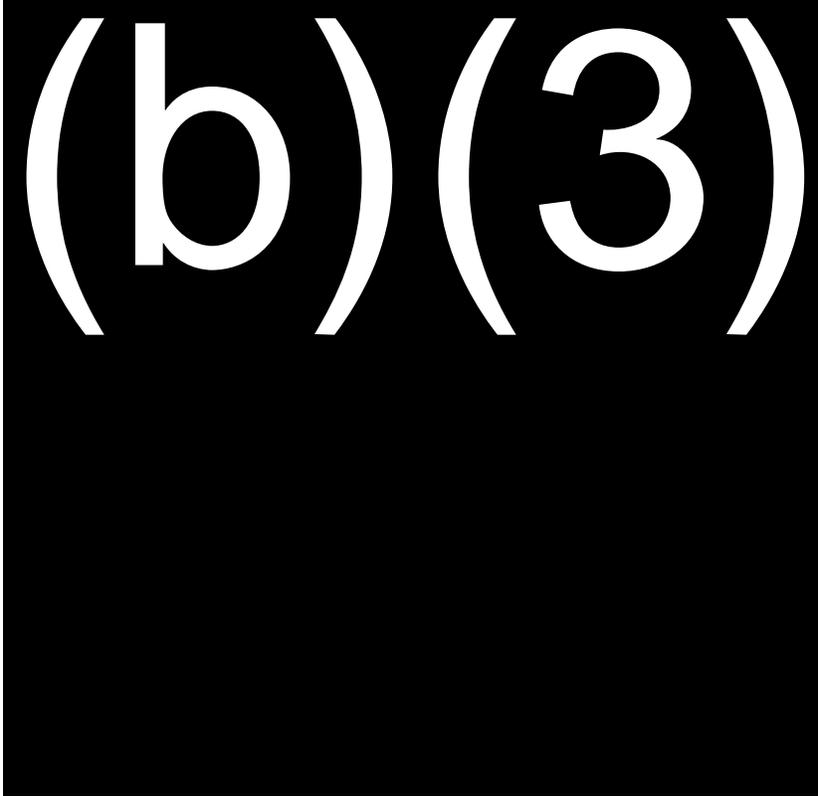
**From:** (b) (6)  
**Sent:** Tuesday, May 17, 2011 7:29 AM  
**To:** (b) (7)(E); (b) (6), (b) (7)(C)  
**Cc:** (b) (6)  
**Subject:** (b)(3)FPR - 1 of 3 - CTIMR Area 4 HSBP1010R0024

Re: Solicitation No. HSBP1010R0024  
Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR)

Area 4

**(b)(3)** is pleased to present to the U.S. Department of Homeland Security - Customs and Border Protection (CBP) with **(b)(3)** Final Proposal Revision (FPR) in support of CTIMR RFP HSBP1010R0024 Area 4.

As instructed, **(b)(3)** FPR is being submitted to CBP electronically only.



This is e-mail #1 of 3. No attachments are included with this e-mail.

E-Mail #2 of 3 will follow immediately, to include items 1) to 4) above.

E-Mail #3 of 3 will also follow immediately, to include items 5) to 8) above.

Please confirm receipt, and/or notify me if you do not receive the remaining emails.

Thank you for your consideration. If you have any questions, or need any other information, please do not hesitate to contact me at **(b)(6)**

Sincerely,

(b) (6)

Vice President

(b)(3)

Cell: (b) (6)

(b) (6)

(b) (3)

CONFIDENTIALITY NOTICE: This electronic mail transmission and any accompanying documents contain information belonging to the sender (b)(3) which may be confidential and/or legally privileged. This information is intended only for the use of the individual or entity to whom this electronic mail transmission was sent as indicated above. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please call collect to (b) (6) and delete this transmission. Thank you.

**FM&E Number**

**Project Title**

**FM&E Project Manager**

**Executing Agency** **Funds Transferred**  
**RWA #**

**Project Status**

(b) (7)(E)

O-1  
O-2  
O-3

(b) (6), (b) (7)(C)

USACE  
USACE  
USACE

ACTIVE  
ACTIVE  
ACTIVE

## MEETING MINUTES

**Date:** June 28, 2017

**Place:** USIBWC Headquarters  
4171 N Mesa, Suite C-100  
El Paso, Texas 79902-1441

**Project/Purpose:** Coordination with USIBWC - Discuss projects details, and more specifically the drainage side, for the fence replacement and floodwall projects.

**Attendees:**

- See attached sign-in sheet
- (b) (6) from Michael Baker (b) (6), leading this meeting
- (b) (6), attending through conference call.

**Notes By:** (b) (6)  
Michael Baker International

---

The following meeting notes set forth our understanding of the discussions and decisions made at this meeting. If no objections, questions, additions, or comments are received within 5 working days from issuance of the meeting notes, we will assume that our understandings are correct. We are proceeding based on the contents of these meeting notes.

---

### Introduction

1. (b) (6) Opened the meeting by welcoming everyone and thanking everyone for attending this meeting.
2. Each Attendee identified themselves (See attached sign in sheet) and described their roles on this project
3. (b) (6) stated that this meeting is a follow up to the meeting held earlier between CBP, DHS, USIBWC and Michael Baker International (Baker).
  - a. This meeting was held at USIBWC headquarters the same day between 1:30 and 3:30 pm
  - b. The attendees sign-up sheet is attached to these minutes
  - c. This meeting was presented by (b) (6), (b) (7)(C) who covered the projects that are proposed. (Presentation is attached to these minutes)
4. (b) (6) stated the purpose for this meeting:
  - a. To agree on the technical analyses and methodologies required for this project.
  - b. To coordinate the review process to help meet the project schedule

## General Technical Discussion

1. (b) (6) clarified that General Discussion means it applies to all the projects that were discussed in the meeting presented by (b) (6), (b) (7)(C) as mentioned above.
  - a. Project specific requirements will be discussed after the general discussion
2. The projects purpose is to improve safety and efficiency by:
  - a. Replacing the landing mat fence with a new bollard fence
  - b. Being able to cross the washes during major storm events (as described in the CBP TI standards, no more than 1' of water on the crossing during the 25 year event)
    - At the crossings where the water depth exceed 1', the existing road might be reconstructed with culverts.
    - Gates will be added to the proposed fence where needed.
3. Geotechnical Investigation and drilling Discussion:
  - a. (b) (6) explained the following:
    - The locations and depths of the proposed borings
    - Some of the borings location and depth are set according to the USACE levee safety policy and requirements. They are used to perform seepage and stability analyses for the levees.
    - The submittal process of the Boring Program
    - The schedule of the drilling
  - b. (b) (6) Asked about the reason for not filling the whole bore back and keeping it to 1' below grade
    - (b) (6) replied that the upper foot is to be backfilled with compacted on-site material or cuttings. This is done to prevent damage to construction equipment by the concrete grout plug when the road is graded, and also to prevent creating road hazards if a portion of the concrete plug is pulled out during road grading.
  - c. (b) (6) Asked if the boring program meets FEMA requirements
    - (b) (6) replied that it does for one project where Michael Baker is doing 100% final design. Other projects will be required to do the same by others.
  - d. (b) (6) asked if there is any requirement for drilling on a levee, and (b) (6) referred to the USACE safety manual.
  - e. (b) (6) asked IF USIBWC can provide cross sections to RGV and El Paso project. USIBWC replied that they will provide Baker what they have.
4. Technical Discussion:
  - a. (b) (6) discussed with (b) (6) and (b) (6) the details about the drainage analysis. The discussion lead to the following results.
    - Hydrology will be completed using the NRCS method using TR 55, or HEC-HMS for drainage basins over 20 mi<sup>2</sup>.
    - When the flowpath is not clear, Flo2D can be used.
    - The flowrate can be increased if lots of debris and sediments are expected. Best Engineering practice and judgement will be used.
  - b. Hydraulics using Flowmaster
    - To be used in sheet flow areas
    - To calculate the flow per foot and calculate the impact by adding the bollards to the cross section
  - c. Hydraulics using HY8 or Culvert Master
    - To analyze a culvert when no HEC-RAS model is required, like at levees.

d. Hydraulics using HEC-RAS

- Michael Baker will complete the survey of the existing conditions, and will use them to create the HEC-RAS models. To complete the model outside the corridor provided in the survey, available contours by USGS and National Geographic will be used.
- The fence will be modeled as a bridge, using the energy equation (standard step), as it has always been done in previous projects.
- Due to nodes limitation in HEC-RAS, a multiplying factor will be used, thus combining obstruction areas (i.e. piers width) together and clear areas (i.e. distance between piers) together. This factor shall be as low as possible, using best engineering practice and judgement.
- Debris will be accounted for by:
  - Decreasing the clear spacing between piers by 20%, and add the same amount to the obstructed area.
    - So (b) (7)(E) will be modeled a (b) (7)(E)
  - Flow will be increased up to 20% according to field conditions and using best engineering practices and judgment.
- Two plans will be completed:
  - The existing condition, which should represent the exact current conditions except for the fence.
    - It will show the existing road and culverts.
  - The proposed condition will show the proposed fence (with or without gates, pending hydraulic results), and the proposed road elevation and the proposed culverts.
- Impacts will be calculated by calculating the difference in water surface elevations between the proposed and the natural conditions.

e. (b) (6) then confirmed the thresholds that the design must meet:

- The rise of the water surface elevation (impact) should not exceed 6" in urban areas and 3" in rural areas
  - The thresholds apply to the US side as well.
  - The thresholds do not apply to the area between the fence and the road, however, Michael Baker engineers should make an effort to try and keep the impact within the criteria to the best possible.
- Impacts Mitigations
  - It is acceptable to use Gates as clear open space to meet the thresholds
  - Grading at the fence is acceptable to meet the criteria, as long as no ponding is created.
  - Culverts will be used to mitigate the water elevations at the road.
- For the River Miles, the flow must not deflect more than +5% between the US and Mexico.
- (b) (6) stated that he will send Baker the drainage requirements and hydraulic impacts calculation method.

5. (b) (6) then asked about the Levees if they are certified by FEMA.

- a. That question was asked in the previous meeting by (b) (6), (b) (7)(C)
- b. (b) (6) Replied to (b) (6), (b) (7)(C) that the fence meets all the requirements for FEMA and is certified but it is not accredited.
  - Certified means done by engineers and meet the requirements.
  - Accredited means reviewed by FEMA and approved and all floodplain beyond the levee is removed.

- Documents, Geotechnical reports and plans were submitted to FEMA. But the Interior Drainage analysis is missing.
  - FEMA needs modeling with gates closed and open
  - Interior drainage analysis is county and local agencies responsibilities.
- The other challenge is that FEMA wants one entity to submit full package for all the levees.

6. Schedule

- a. (b) (6) suggested to mitigate this tight schedule by submitting the hydraulic models as soon as they are completed for IBWC's review. This way, comments can be received and implemented prior to the draft submittal date.

7. Submittal process.

- a. No need to follow the formal submittal through the portal, due to the tight schedule. Files will be emailed to (b) (6) who will upload the files as needed.
- EFTP can be used as needed.

**RGV- 28+57 miles – Programmatic Drainage Report**

1. The project areas was projected on the screen

- a. The projected map (attached to these minutes), shows the following:
- Existing fences on levees shown in red color
  - 13 proposed projects on the levee shown in green color
  - 2 proposed fences between Falcon Dam and Penitas where no levees exist, shown in purple color.
- b. Concerning the Projects on Levees:
- (b) (6), (b) (7)(C) referred to the earlier presentation by (b) (6), (b) (7)(C) mentioned above, to describe the proposed condition:
    - The river side of the levee embankment will be replaced by a floodwall
    - The floodwall will be located anywhere between the crest and the toe of the levee.
    - The top of the floodwall will match the crest elevation of the levee.
    - RVSS towers will be installed on top of the floodwall. Some may have a footprint into the floodplain. Waiting for final footprints to confirm the location.
    - Light poles are also planned on top of the floodwall. Some may be proposed inside the floodplain. Waiting for final footprints to confirm the location.
  - (b) (6) stated that it is preferred to keep the lighting on the wall, and to stay away of the floodplain as much as possible.
  - (b) (6) stated that these 13 proposed projects are along the existing levees, totaling approximately (b) (7)(E), located between Penitas and Hidalgo Eastern County Line.
- c. Concerning the projects between Falcon and Penitas
- (b) (6) explained that:
    - This area has no levees
    - The proposed two fences in this area (the purple lines) will be cancelled
    - (b) (7)(E) of new fences are proposed in this area
    - Only (b) (7)(E) out of the proposed (b) (7)(E) will be constructed very soon.
  - (b) (6) stated that the location of these fences will be provided by DHS very soon, and that they will be as close to the floodplain edge as possible

- d. Concerning the existing fences on levees (red color)
  - (b) (6) explained that they were built as part of the PF225 program.
    - They are located on top of the existing levees
    - They were considered outside the floodplain and didn't require any additional analysis. And therefore they will not be considered or shown in the analysis for these new proposed projects.
- e. (b) (6) confirmed that they have two separate HEC-RAS models, one from Falcon to Penitas and one from Penitas to Brownsville.
- f. (b) (6) said that he will send these latest models to Baker.
- g. (b) (6) asked to keep those two models separate and not to merge them together.
  - Therefore two separate floodplain analyses will be performed.
  - Whether these analyses will be combined into one drainage report or two separate drainage report will be discussed later.
  - (b) (6) asked to include in the floodplain analysis all the structures obstructing the flow like the light poles and the RVSS towers.

2. Technical Discussion:

- a. (b) (6) asked and (b) (6) Confirmed the following:
  - The thresholds are:
    - A maximum rise in water surface elevation of 6" in Rural Areas and 3" in urban areas.
  - A maximum flow deflection of 5% between the US and Mexico. Deflection is calculated as the percentage change in flowrate on either side of the river centerline. For this exercise, the flow in the channel is to be divided into two. The left overbank flow (as reported by HEC- RAS) is to be added to one half of the channel flow to obtain the US flow. Similarly, the right overbank flow is added to one half of the channel flow to calculate the flow on the Mexico side of the International boundary. This calculation is prepared for the pre-project and post-project conditions models, and the percentage flows under each condition are compared to quantify the change in flow volume attributable to the proposed project.
  - It is ok to use a factor combining multiple light poles or other obstruction together if nodes limitation is a concern
  - Additional cross sections will be inserted to the HEC-RAS model creating a "modified existing" plan, that will be used as a base for comparison with the proposed conditions
    - The main channel cross section shall be interpolated
    - The LOB and ROB will be cut using the LIDAR data recently obtained from USIBWC
    - Baker shall approximate the location of the cross sections by measuring distances from known existing structures. A map showing the location of these cross sections shall be provided in the drainage report.
  - Levees horizontal location in the model is considered at the crest. The cross sections elevations uses the NAVD88 datum.
    - If topographical mapping shows different crest elevations than what is shown in the model, then Baker will adjust the levee elevation to match the survey, and inform USIBWC about this change.
  - If the HEC-RAS model shows that the flood elevation in the existing condition is overtopping the levee, then Baker shall contact USIBWC and discuss this issue.
    - If this happens, it will be mitigated on a case by case basis.
  - Baker shall not truncate the HEC-RAS model, even if the proposed projects limit is the eastern Hidalgo County Line.

- For the area between Falcon and Penitas, the use of FLO-2D shall be determined after reviewing the proposed fence alignments in this area and their location in comparison to the edge of the floodplain.

**RGV base – (b) (7)(E)**

1. The project area was projected on the screen
  - a. (b) (6), showed the attendees the limits of the project and a preliminary hydrologic map.
  - b. (b) (6) stated that this is one of the 13 proposed projects along the existing levees
  - c. (b) (6) stated that concerning this project, there are few culverts crossing the levee with a sluice gate at their downstream end.
    - The exact number, location and size of these culverts will be provided in the topographic mapping
    - Those culverts will be extended (or reduced) to outlet at the river side of the floodwall, with the sluice gate reinstalled at the outlet.
      - The USACE requested a detail for the sluice gate installation on the south side of the wall for their review.
2. Technical Discussion:
  - a. The local drainage report will address:
    - The local crossings by analyzing the impact to the tail water depth due to the proposed culverts modifications.
    - Summary of results from the programmatic drainage report, analyzing the floodplain impacts and available freeboard.
    - Any additional data required for potential FEMA certification.
  - b. (b) (6) explained that the design of the floodwall shall be so that it is certifiable. However the certification process will be done by others.
    - (b) (6) stated that it will be very difficult to get this project certified by FEMA because FEMA looks at the whole levee as one unit, and will not accept partial review.
    - (b) (6) Replied that a CLOMR will be submitted to start the process. But the prospective contractor shall complete the certification process, especially that it is mostly a post construction process.
    - (b) (6) requested to keep USIBWC informed about every step taken towards FEMA certification.

**RGV option 3 – (b) (7)(E)**

1. The project area was projected on the screen
  - a. (b) (6), showed the attendees the limits of the project.
  - b. (b) (6) stated that this part of the 13 proposed projects along the existing levees.
  - c. (b) (6) stated that this will be a design build contract, and only a preliminary analysis (identification of crossings, hydrology) will be performed.
2. (b) (6) clarified that the preliminary drainage report shall provide only the following
  - a. A preliminary hydrologic calculation.
  - b. Recommendation to the prospective contractor for completing this report.
3. (b) (6) asked if USIBWC would be interested to review this report, and (b) (6) replied affirmatively, stating that they like to be in the loop about everything going on.

## El Paso – (b) (7)(E)

1. The project area was projected on the screen
  - a. (b) (6), showed the attendees the limits of the project
    - USIBWC confirms the proposed fence is located on top of their levee.
  - b. (b) (6) stated that there are no visible crossing. Only few areas where sheet flows might cross the fence.
  
2. Technical Discussion:
  - a. (b) (6) asked and (b) (6) agreed with the following:
    - The sheet flow areas will be analyzed as discussed earlier
    - A floodplain analysis will be provided to show the fence above the design water surface elevation.
  
    - USIBWC to provide Baker with the most updated HEC-RAS model.
      - Baker will add cross sections to the USIBWC model using the lidar data that USIBWC provided. If the main channel cross section is not available, it will be acceptable to interpolate it.
      - The new plan with the additional cross sections will be called “modified existing condition” and will be used as the base for comparison with the proposed condition to calculate the impacts.

## Santa Teresa – NM (b) (7)(E)

1. The project area and main hydrologic map were projected on the screen
  - a. (b) (6), showed the attendees the limits of the project
  - b. (b) (6) showed the attendees the crossings location:
    - (b) (6) clarified that this information is based on 2008 analysis of the JV2 and JV3 vehicle fence design
    - More accurate data will be provided once topographic mapping is available and H&H is completed.
  
2. Technical Discussion:
  - a. (b) (6) asked and (b) (6) agreed with the following:
    - The elevated road have changed some natural flowpath. This current flowpaths are now considered existing condition. However, it is preferable, when and where possible, to bring flowpaths to their natural condition.
    - Due to the high number of small crossings, few worst case scenarios might be selected as representative of the other crossings. If those selected crossings were not impacted by the fence, then it is preferred but not necessary to analyze all the remaining crossings that they represent.

## Calexico (b) (7)(E)

1. The project area and main hydrologic map were projected on the screen
  - a. (b) (6), showed the attendees the limits of the project
  - b. (b) (6) showed the attendees the only crossings location:
    - The fence stops on both banks of this crossing. So only a floodplain analysis will be done to make sure the proposed fence doesn't impact the floodplain.

## 2. Technical Discussion

- a. (b) (6) asked and (b) (6) agreed with the following:
  - USIBWC doesn't have a model for this crossing. Baker shall create a new model using the topographical survey they are working on.
  - There's a bridge construction immediately downstream of the culvert. This bridge size and shape will be estimated and shown in the HEC-RAS model.

### **BIS (b) (7)(E)**

1. Using a projector and the screens provided by IBWC, the project area and main hydrologic map and some photos from the site were projected
  - a. (b) (6), showed the attendees the limits of the project
  - b. (b) (6) showed the attendees the crossings and their locations:
    - Most of the crossings have existing culverts, and the fence is proposed on top of the culverts
    - Many other crossings were not visible yet, and will be detected when the topographic mapping is received and verified in a site visit.
    - The Tijuana River will not be crossed, the existing fence alignment will remain as is.

## 2. Technical Discussions:

- a. (b) (6) asked and (b) (6) agreed with the following:
  - The grates on the existing culverts are considered existing condition.
  - The hydrology at some crossings have been done already from old projects. It is acceptable to reference those old projects instead of having to redo the hydrologic calculations.
  - The existing fence on the Tijuana Levee will be replaced with bollard fence. A floodplain analysis will be done at the Tijuana River to show the proposed fence doesn't impact it.
  - Ditches and canals not crossing the fence don't need to be analyzed.
- b. USIBWC have a model for the Tijuana River, but it stops at the international border.
  - (b) (6) will send this model to Baker
  - Baker will add few more cross sections on the Mexican side.
- c. (b) (6) asked about requirements concerning houses on washes.
  - (b) (6) projects images of existing homes and constructions at inlet and outlet of culverts and on washes
  - (b) (6) asked Baker to assume that those houses and constructions do not exist.

### **Action Items**

1. (b) (6) to provide IBWC with the meeting minutes
2. USIBWC to provide the HEC-RAS models for
  - a. Tijuana River
  - b. Falcon to Penitas
  - c. Penitas to Brownsville
3. USIBWC to send Baker the drainage requirements and hydraulic impacts calculation method.
4. USIBWC to send Baker available reports and as built concerning the levees in the RGV areas.

**END OF MEETING MINUTES**

**SIGN-IN SHEET  
FOR  
USIBWC/BAKER COORDINATION MEETING**





**SIGN-IN SHEET  
FOR  
DHS/USACE/USIBWC MEETING**







International Boundary and Water Commission

**CBP Fence/Levee Wall Planning**

6/28/2017 USIBWC Headquarters 1:30 pm Mountain Time

Name	Organization	Title	Phone	Email
(b) (6)	US-IBWC	AOM	(b) (6)	(b) (6)
	USIBWC	EMD Chief		
	USIBWC-SSD	CHIEF, SSD		
	USIBWC-OMD	Civil Engineer		
	USIBWC-MPO	Master Planning Ch		
	USACE Sub	Chief, ETC		
	USACE-SWG	Area Engineer		
	USACE-SWG	Levee Safety		
	USIBWC	Lead Hyd Engineer		
	USIBWC-ESD	Supervisory Civil Engineer		



International Boundary and Water Commission

**CBP Fence/Levee Wall Planning**

6/28/2017 USIBWC Headquarters 1:30 pm Mountain Time

Name	Organization	Title		
(b) (6)	MICHAEL BAKER	Civil Engineer	(b) (6)	(6)
	"	"		
	"	"		
	USIBWC	Chief Legal		
	USIBWC	Civil Engineer		
	USIBWC	Lead Geographer		
	USACE	Engr		
	USACE	Director, POND		
	USIBWC	Commissioner		
	USIBWC	Principal Engineer		
(b) (6), (b) (7)(C)	CBP	Engineer	(b) (6), (b) (7)(C)	

**DHS PRESENTATION**  
**PRESENTED BY** (b) (6), (b) (7)(C)

# Border Patrol & Air and Marine Program Management Office (BPAM PMO) and International Boundary and Water Commission Meeting (IBWC)

June 2017



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# Agenda

- Funded Fence Replacement Projects (40 miles)
- Potential “New” Border Barrier/Enforcement Zone in Rio Grande Valley (b) (5)
- RGV Vehicle Gates-Phase 2
- Status of MOUs and IAAs



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# Funded Fence Replacement Projects (40 miles)



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# San Diego Sector Primary Pedestrian Fence Replacement

## Project Description

- (b) (7)(E) pedestrian fence replacement located in San Diego's Border Infrastructure System
- Current landing mat fence will be replaced with steel bollard wall

## Status Update

- Engineering, real estate and environmental planning underway
- Pre-qualified D-B Bidder's List established by July
- Site visit planned on July 12<sup>th</sup>

## Challenges\*

- Mexican structures connected to and supported by the existing border fence to be replaced-will need IBWC assistance to resolve apparent
- Fencing on IBWC levee; train gate(s) at POE; San Ysidro POE coordination
- Steep, rugged slopes in some locations

## Schedule\*

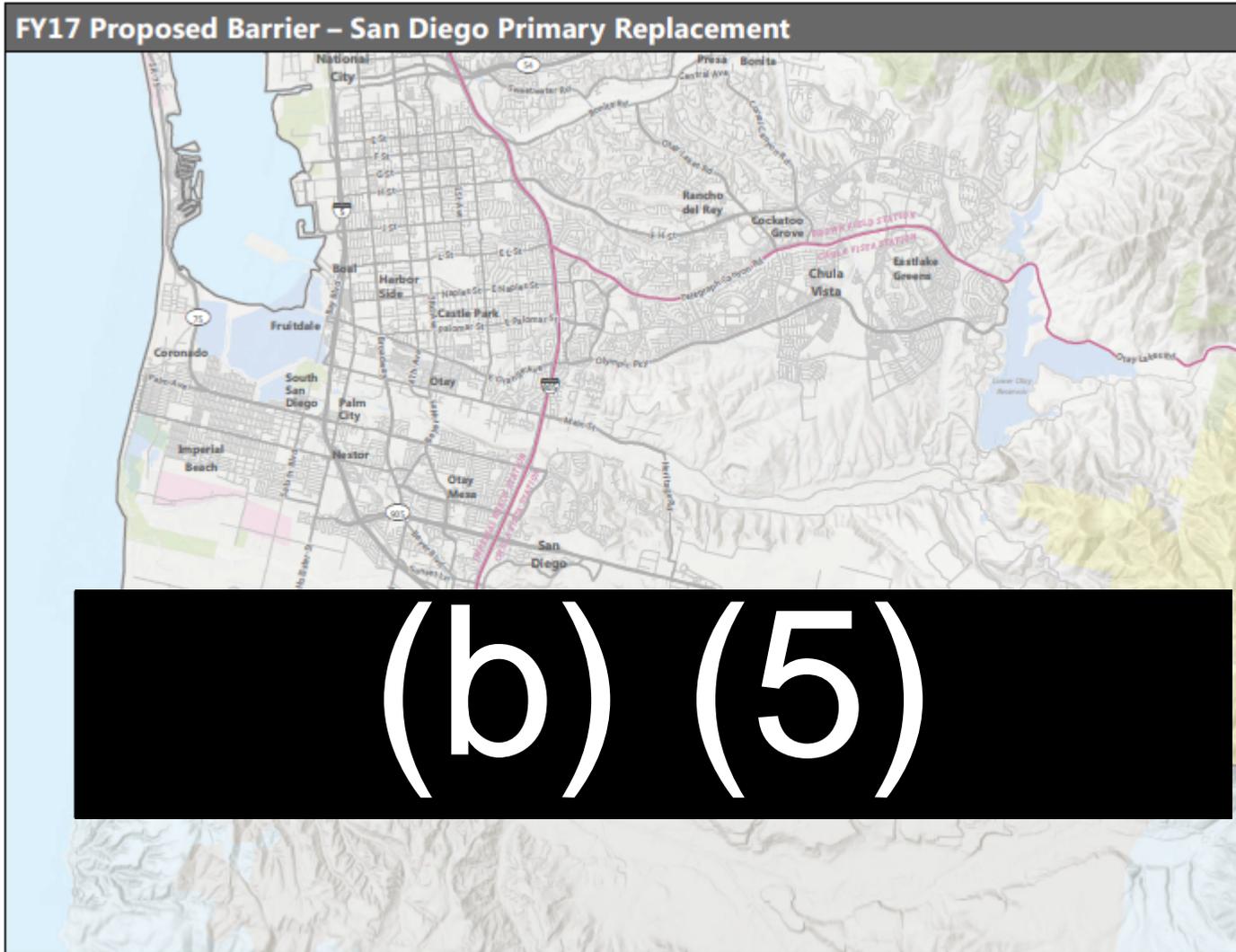
- D/B RFP Issued: (b) (5)
- D/B Contract Award: (b) (5)
- Construction Start: (b) (5)
- Construction Complete: (b) (5)



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# San Diego Sector



**LEGEND**

**Proposed Barrier**

- Secondary Pedestrian Barrier
- Primary Pedestrian Barrier
- Replacement Pedestrian Barrier
- Vehicle to Pedestrian Replacement Barrier

**Existing Fence**

- Existing Pedestrian Fence
- Existing Vehicle Fence

\*If street measures less than 11ft, it is a reduced print. Reduce scale accordingly.

1 in = 1.34 mi 1:65,000

**Michael Baker INTERNATIONAL**

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# El Centro Sector Primary Pedestrian Fence Replacement

## Project Description

- (b) (7)(E) pedestrian fence replacement miles in Calexico
- Current primary pedestrian fence will be replaced with steel bollard wall

## Status Update

- Engineering, real estate and environmental planning underway
- Will leverage existing Small Business Multiple Award Task Order Contract at USACE
- Site visit planned for July 11<sup>th</sup>

## Challenges\*

- Mexican overhead utilities and street lights in proximity of existing fence
- Replacing fence w/in the New River
- Coordination with POE expansion(s)
- High voltage underground power lines

## Schedule\*

- D/B RFP Issued: (b) (5)
- D/B Contract Award: (b) (5)
- Construction Start: (b) (5)
- Construction Complete: (b) (5)



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# El Centro Sector

## FY17 Proposed Barrier – El Centro Primary Replacement



### LEGEND

- Proposed Barrier**
- Secondary Pedestrian Barrier
  - Primary Pedestrian Barrier
  - Replacement Pedestrian Barrier
  - Vehicle to Pedestrian Replacement Barrier
- Existing Fence**
- Existing Pedestrian Fence
  - Existing Vehicle Fence

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 1 in = 0.24 mi 1:15,000



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# El Paso Sector Primary Pedestrian Fence Replacement

## Project Description

- (b) (7)(E) pedestrian fence replacement
- Current chain link fence on “south” side of levee will be removed; current chain link fence on “north” side of levee will be replaced with steel bollard wall

## Status Update

- Engineering, real estate and environmental planning underway
- Will leverage existing Small Business Multiple Award Task Order Contract at USACE
- Site visit week scheduled for June 28

## Challenges\*

- Foundation design?
- Railroad POE
- Water District?

## Schedule\*

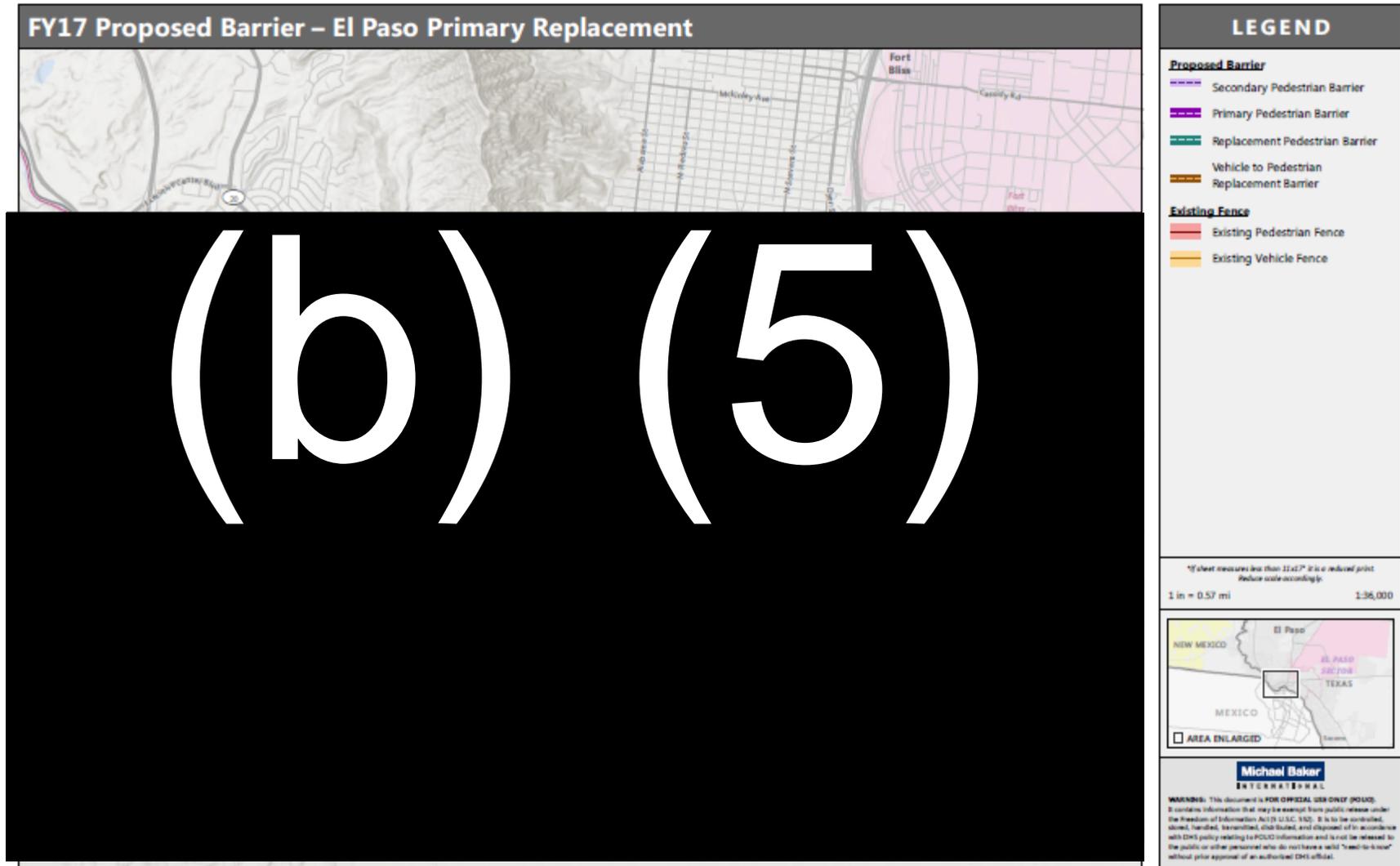
- D/B RFP Issued: (b) (5)
- D/B Contract Award: (b) (5)
- Construction Start: (b) (5)
- Construction Complete: (b) (5)



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# El Paso Sector



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# El Paso Sector Vehicle Fence Replacement

## Project Description

- (b) (7)(E) miles vehicle fence replacement
- Current vehicle fence will be replaced with steel bollard wall

## Status Update

- Engineering, real estate and environmental planning underway
- Pre-qualified Bidder's List established by July
- Site visit scheduled for June 29th

## Challenges\*

- Large drainage area(s)
- Potentially poor soils

## Schedule\*

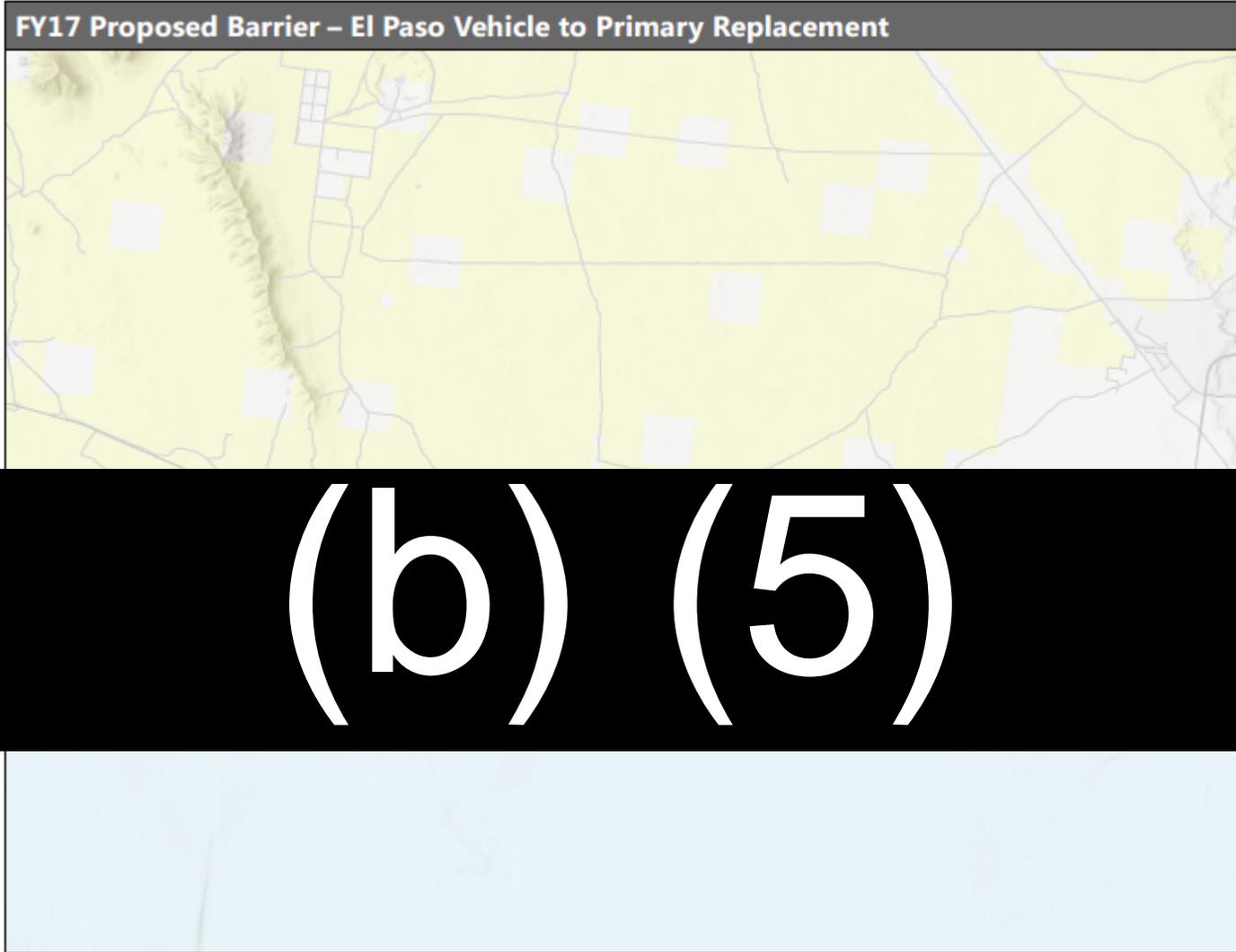
- D/B RFP Issued: (b) (5)
- D/B Contract Award: (b) (5)
- Construction Start: (b) (5)
- Construction Complete: (b) (5)



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# El Paso Sector



**LEGEND**

**Proposed Barrier**

- Secondary Pedestrian Barrier
- Primary Pedestrian Barrier
- Replacement Pedestrian Barrier
- Vehicle to Pedestrian Replacement Barrier

**Existing Fence**

- Existing Pedestrian Fence
- Existing Vehicle Fence

\*If clear measures less than 11.417" it is a reduced print. Reduce scale accordingly.

1 in = 1.89 mi 1:120,000

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# Potential “New” Border Barrier/Enforcement Zone in Rio Grande Valley (b) (7)(E)



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# FY18 Rio Grande Valley Sector New Levee Wall System

## Project Description

- Construction of (b) (7)(E) of levee wall and enforcement zone in the McAllen and Weslaco Station Areas of Responsibility (i.e. Fill-in “gaps” in existing levee wall in Hidalgo County)

## Status Update

- Real estate and environmental planning underway
  - Assumes use of DHS SI waiver
  - Real Estate title search underway
- Contract for first (b) (7)(E) will be design-bid-build
- A/E design/RFP prep contract awarded June 14<sup>th</sup> for 1<sup>st</sup> (b) (7)(E) and surveying and testing for all (b) (7)(E)



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(b) (7)(E), (b) (5)

(b) (7)(E), (b) (5)