

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 192112PFID1Z21266		PAGE OF 1 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 08/20/2012		4. ORDER NUMBER HSHQE5-12-P-00034		5. SOLICITATION NUMBER HSHQE5-12-Q-00028	
6. SOLICITATION ISSUE DATE 08/01/2012		7. OFFER DUE DATE/LOCAL TIME ET		8. OFFER DUE DATE/LOCAL TIME			
FOR SOLICITATION INFORMATION CALL:		a. NAME William Scheier		b. TELEPHONE NUMBER (No collect calls) 215-521-2289			
9. ISSUED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc. of Procurement Operations - FP 701 Market Street, Suite 3200 Attn: William Scheier Philadelphia PA 19106		CODE OPO/FPS/SPECI		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 561621 SIZE STANDARD: \$12.5 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO FEDERAL BUILDING 250 W. CHERRY STREET CARBONDALE IL		CODE IL0240		16. ADMINISTERED BY NPPD/FPS/Special Projects Team U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 701 Market Street, Suite 3200 Attn: William Scheier Philadelphia PA 19106			
17a. CONTRACTOR/OFFEROR DALLMANN SYSTEMS, INC. 1247 BRIDGEPORT DR JEFFERSONVILLE IN 47130-8587		CODE 0629706450000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DHSICE Burlington Finance Center Attn: FPS Region 05 Invoice P.O. Box 1279 or: invoice.consolidation@dhs.gov Williston VT 05495-1279	
TELEPHONE NO.		CODE HSCE05					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	1. This is a Firm Fixed Price award for labor, supervision, and materials to provide, deliver, install, and integrate a complete and new fully functioning Closed Circuit Television System (CCTV) at the Social Security Administration office located at 250 W. Cherry St, Carbondale, IL 62901 in accordance with the SOW. 2. The FPS Technical Representative for this project is: Inspector Eric Wands <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$11,963.73	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. <u>Dallmann Quote</u> OFFER DATED <u>08/14/2012</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>ALL</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				CONTRACTING OFFICER)			
				(b)(6)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
					Stacy Powell		8/20/2012

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Department of Homeland Security National Protection and Programs Directorate Federal Protective Service Office: 217-494-5216</p> <p>**Please contact Inspector Wands to set up the installation schedule once this award is received**</p> <p>DO/DPAS Rating: NONE Delivery: 30 Days After Receipt Of Order Accounting Info: FP51Q6M.000.FP.40-10-35-000.19-65-0100-10-00-00-00 .GE-25-2E-00.IL0240</p> <p>This specification is for labor, supervision and materials to provide, deliver and install a complete and new fully functioning Closed Circuit Television system (CCTV). This system will be installed for the Social Security Administration located at 250 W. Cherry St, Carbondale, IL 62901. Product/Service Code: N063 Product/Service Description: INSTALLATION OF EQUIPMENT- ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS</p> <p>The total amount of award: \$11,963.73. The obligation for this award is shown in box 26.</p>	1	LO	11,963.73	11,963.73

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS



Statement of Work

**US Department of Homeland Security, NPPD
Federal Protective Service**

Provide, Deliver, Install and Integrate

A CCTV

At The

Social Security Administration

250 West Cherry St.

Carbondale, IL 62901

Building #IL0240



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Replacement CCTV SYSTEM **STATEMENT OF WORK**

GENERAL

This requirement is for labor, supervision and materials to provide a complete and new fully functioning Closed Circuit Camera System. The CCTV will be installed for the Social Security office located in Carbondale, IL. The basic requirements of this system are outlined below.

a. **CCTV Recording:** Provide and install one (1) Pelco, or equivalent brand, DX4700 1TB 16 camera input DVR with a built-in DVD burner and a recording speed of 480 ips NTSC. Provide and install one (1) Matrix Switcher to allow for the remote switching of views. The Matrix Switcher must be compatible and work in unison with the DVR.

b. **CCTV Monitoring:** Provide and install four (4) 19" LCD flat panel video monitors. Provide and install three (3) key controllers; one (1) will be located in the Manager's office, one (1) will be located in the Assistant Manger's Office, one (1) will be located at the guard's desk in the lobby.

c. **CCTV Cameras:** Provide and install seven (7) Pelco IS20 DWS, or equivalent brand, interior cameras, with clear domes. The placement of the cameras are indicated on the provided diagram at the end of this document. A power supply will be needed to provide power to the cameras.

In this SOW, the term "brand name or equivalent" means commercially manufactured equipment that is equal to or better than the brand and model(s) identified above, in terms of: a) features, b) fit (if rack mounted), c) performance, d) compatibility and e) warranty. Anything less will not be acceptable.

CCTV

This system will be installed utilizing 16 camera input 1TB DVR with a built-in DVD burner and a recording speed of 480 ips NTSC. Monitors shall be used to display the images directly from the cameras or captured on the recording device. A VGA monitor splitter may be needed for all four monitors to view the displayed imagines from the cameras. All monitors shall be color picture high resolution and at least 19 inches diagonally measured screens to clearly view all cameras in a quad format. Multiple camera views must be able to be displayed at the same time on all four monitors. The placement of the monitors will be in the following locations; one in the lobby on the Guard's desk; one in the Assistant Manager's office; one in the Manger's office; one in the IT room with the DVR. A black box racking system will be needed to house the DVR, Matrix Switcher and Monitor in the IT room. The installer must also provide and install all plenum rated cable to connect all equipment.

1. STATEMENT OF WORK



1.1 This document outlines the requirements for the installment of a CCTV system at the SSA office located in Carbondale, IL

1.2 Work to be performed. All equipment for this project will be new. All equipment will be placed according to the diagram provided and positioned for the best view possible.

1.3 The contractor will be completely responsible to provide a functioning operational system, as this document does not necessarily list each and every component required for the successful completion of this project. The project shall include all necessary equipment, materials and labor to install the system and make it fully operational. This includes low voltage power supplies, transformers, and other requisite hardware and any items not mentioned elsewhere.

2. INSTRUCTIONS

2.1 The Contractor and other personnel (e.g., trainers, repair personnel) shall contact the Technical Representative (TR) Eric Wands at 217-494-5216 to schedule appointments prior to arriving at the site for site surveys, installation, repairs, etc. Personnel shall also register with Deb Tate, SSA Manager, 877-405-4873 ext. 24301 upon entering and leaving the building.

2.2 **A site visit is scheduled for Thursday, August 9th at 11:00 a.m. (CT).** Offerors who plan on attending the site visit must notify the FPS Contracting Officer's Technical Representative (COTR) Eric Wands at 217-494-5216. Any applicable drawings, prints and/or other diagrams will be provided at this time for review and shall be returned to the COTR and/or TR at the conclusion of the walk through. Vendors are required to complete and sign a Non-Disclosure Agreement prior to receiving the applicable drawings. **Every effort should be made to attend the site visit on the scheduled date.**

Site Visit required Yes No

The Contractor shall verify all dimensions, equipment needs and conditions at the site before bidding or starting any portion of the work under this contract.

2.3 The contractor shall submit with its quote the following:

(1) One (1) copy of a complete schedule of materials, devices and equipment, including a list of manufacturers, complete model number(s) with related published technical specifications and quantities of all the equipment which the Contractor proposes to incorporate in the system. The Contractor shall provide catalog cut sheets of the equipment and wiring schematic diagram and/or block diagram with sufficient descriptive data. The literature furnished must be identified or marked exactly to show the item to which it pertains. The quote shall also contain a statement that no exceptions are taken to the Statement of Work (SOW).



(2) Evidence that there is an experienced and efficient service organization within local driving distance which regularly carries a stock of the repair parts for the system to be furnished; is capable of providing preventative maintenance, repairs, modifications, and emergency service response to trouble calls, and where feasible, is located within 1 hour of the project.

(3) Evidence that the company installing the system is a qualified security specialist with at least three (3) years experience in security system installation. Note: The term “specialist” as used in this requirement shall mean an individual or firm of established reputation or, if newly organized, whose personnel have regularly engaged in the installation of alarm systems and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item; an individual or firm licensed by the manufacturer; or an individual or firm who will perform the work under the manufacturer’s direct supervision.

(4) All schedules and evidence must be approved by the FPS TR before work can proceed.

2.4 Installation Timeframe: After receiving notice to proceed, the Contractor must begin performance no later than 10 days after the date of order (ADO) for supplies or services and must have the work complete and system ready for testing and acceptance no later than 30 days ADO. The Contractor shall coordinate daily work hours with the FPS TR, and Denise Anderson. Any technical questions regarding the installation of the system or its technical operation shall be directed to the FPS.

2.5 Supervision: The contractor will make available a representative from the company who has decision-making authority to appear on-site within a reasonable amount of time to answer questions or resolve problems or disputes. It is not the intent of the Government neither to supervise the contractors’ employees or subcontractors nor to resolve any disputes or problems between the contractor and his/her subcontractor(s). The Contractor is solely responsible for ensuring his/her subcontractors and employees follow the contract requirements.

2.6 The Contractor must request the following from the facility Site Manager before required programming is completed:

(1) The telephone line number(s) to be connected to the system.

(2) The security alarm contact instructions describing the protocol for FPS action when the system detects an intrusion. This shall include the names and telephone



numbers of contacts in priority order and the local identified individual and telephone number to be used by FPS in order to make voice contact.

(3) The displays and operations which shall be programmed into the keypad to make the system compatible with the office needs.

(4) The time of night or weekend when the facility is unoccupied and a nightly test signal is to be automatically sent to the Battle Creek Mega Center.

2.7 The Contractor is required to follow the manufacturer's instructions when programming the communicator and contact the FPS TR. The FPS TR will coordinate the issuance of account number(s), give out the digital receiver's phone number, provide instructions for operational procedures and coordinate testing of the system upon completion of the installation and programming operation.

2.8 Work Site Facility Usage – The Contractor will maintain the existing facility in a safe and weather-tight condition throughout construction/installation period. The Contractor will be responsible for the immediate repair and/or damage caused by construction/installation operations. The Contractor is required to take all necessary precautions in protecting the facility and its occupants during the construction/installation period.

3. EQUIPMENT STANDARDS

3.1 The Contractor shall provide all material, equipment or devices that meet the requirements of the Underwriters Laboratories Inc. (UL), latest edition as regards to all of the facility's security systems. The label of or listing by UL will be accepted as conforming to this requirement. In lieu of the label or listing, the Contractor may submit independent proof that the materials, equipment or devices conform to the published UL standards. For materials, equipment or devices that fall outside the scope of activity or UL, this requirement does not apply.

3.2 The National Electric Code (NEC) of the National Fire Protection Association and standards of the organization listed below are referenced herein. All work and equipment shall be manufactured, tested and installed in accordance with standards that are applicable.

- (1) Electronic Industries Association (EIA)
- (2) Underwriter's Laboratories, Inc. (UL)
- (3) Insulated Power Cable Engineers Association (IPCEA)
- (4) National Electrical Manufacturers Association (NEMA)
- (5) Institute of Electrical and Electronic Engineers (IEEE)
- (6) American National Standards Institute (ANSI)
- (7) National Fire Protection Association (NFPA)

3.3 Unless specifically approved by the Contracting Officer, all material and equipment installed in the system shall be new and shall be the products of the manufacturers regularly engaged in the production of such equipment. In addition, they shall be the manufacturer's latest



field proven standard designs available at the time of delivery, except for such modifications from the manufacturers standard as may be required, to conform to these requirements. Where two or more units of the same class equipment are required, such units shall be the standard products of a single manufacturer. Manufacturers shall be so established in the industry that prompt, continuing service and delivery of replacement parts may be assured.

3.4 Maintainability: Devices and equipment shall be designed and constructed to facilitate modular, unitized component replacement. Components shall be so arranged and assembled that they are readily accessible to maintenance personnel without compromising the defeat-resistance operation of the system. Controls and adjustments inside enclosures, requiring manipulation by maintenance personnel, shall be readily visible and accessible with minimum disassembly of the equipment.

3.5 Interchangeability: Like units, assemblies, subassemblies and replaceable parts shall be physically and functionally interchangeable as complete items, without modification. Individual items shall not be hand-picked for fit or performance. Reliance shall not be placed on any un-inspected dimension, rating, characteristic, etc. Whether parts and subassemblies are readily replaceable will be determined by the FPS TR.

3.6 Manufacturers' Nameplates: Manufacturers' nameplates will be securely and permanently affixed to each major component of the system, and will be indented, embossed, or silk-screened in a high quality way providing lasting identification. Each nameplate will as a minimum contain the manufacturer's name and complete model number or serial number of the component currently available and identified in current publications or catalogs.

3.7 Workmanship: Workmanship during manufacture, assembly and installation of the system shall conform, in all respects, to the requirements listed under Equipment Standards above. Soldering, workmanship, wiring, cleaning, finishes and miscellaneous materials shall conform to these requirements.

4. SYSTEM REQUIREMENTS

4.1 The system must comply for quality of products, design and performance with Underwriters Laboratories Standards for both central and proprietary intrusion detection systems, as well as CCTV systems. The Contractor shall refer to UL standard 611 (or list applicable standard) for central station alarms and UL 1076 for proprietary alarm systems.

4.2 Control units associated with intrusion detection systems protecting this facility will be appropriately mounted within secure office space. With the exception of transmission lines and tamper-proof, local signaling devices, all component parts of sub-assemblies of intrusion detection systems protecting office spaces will be inaccessible from the exterior of the facility. All door contacts will have no exposed wiring.



4.3 The Contractor shall contact the Battle Creek Mega Center Help Desk at (877) 719-4894 for communications instructions. The station number (alarm account number) for the communication receiver will be determined by FPS

4.3 Materials on the Site: Unless otherwise noted or specified, materials and equipment that are removed and not reused from the old site under this contract become the property of the Government and must be turned over to the FPS TR with a complete equipment/list inventory.

4.4 Storage or sale of equipment on the site: Storage or sale of excess salvageable material on the site is not permitted and shall be removed from the site daily.

5. **EXECUTION**

5.1 The Contractor shall provide all wiring. Quantities, types of conductors and size shall be as required by the manufacturer of the respective equipment being installed and shall be local building and fire code compliant.

Wiring and Cable

5.2 All wiring and cables shall comply with pertinent sections of the NEC where applicable. Wiring shall be neat and sturdy. Wires shall not be bent sharply where they enter insulating material. Wires shall be properly placed and supported to prevent undue stress on the conductors. Groups of wires and cables not in conduit shall be properly laced and secured.

5.3 The Contractor shall provide wiring from the Digital Communicator to the office's telephone closet in appropriate number to interface all channels of the Communicator for transmission of signals to a designated telephone line.

5.4 Power Wiring: Shall not be routed in common runs with low voltage signal wiring. Power wiring runs shall be so arranged that they do not introduce unwanted signals or currents into the signal wiring.

5.5 Grounding: Conductors, ground conductors, conduits, junction boxes, cabinets, cable messengers and all non-current carrying metallic parts of the equipment shall be grounded in accordance with National Fire Protection Association (NFPA) NO. 70.

5.6 Solid copper conductor shall be used and shall be NEC rated and UL listed. The colors of the insulation of the conductors shall remain the same throughout the system for each individual circuit or function. Cables will be run through conduit or plenum cable as required by local codes, unless otherwise specifically stated.

5.7 Repair of existing work shall be carefully laid out in advance. Where cutting, channeling, chasing or drilling is done in any part of the building during installation, these parts shall be



repaired and refinished by skilled mechanics of the trades involved, and all cleaning up and debris removal accomplished at no additional cost the government. Conduit and fittings which run exposed on finished walls and below ceilings shall be painted with two coats of paint to match the surfaces on which they are run.

Programming – ***If Applicable*******

5.8 The Contractor shall be fully responsible for programming the intrusion detection system Communicator and provide service to the FPS Mega Center. The Communicator is to be programmed to:

- Dial the 24 hour monitoring service (Battle Creek Mega Center) in the selected format.
- Report three digit account number.
- Report intrusions.
- Report by zone.
- Report automatic test at monthly intervals.
- Report low battery.
- Report telephone line failure.

Internal Wiring Diagram

5.9 An internal wiring diagram for the Control/Communicator shall be provided by the Contractor.

Spare Parts

5.10 Spare parts shall be provided in the following quantities:

- One spare fuse for each fused circuit within the system.
- Ten spare lamps for each lamp used in the system.

Testing, Training and Project Acceptance

5.11 Without additional expense to the Government, competent control equipment manufacturer personnel or an authorized representative shall give instructions for the care, adjustment and operation of all parts of the system to the Government employees who are to have charge of the equipment. Copies of the program information will be supplied to the local site manager with the other technical information.

5.12 The instructor(s) shall be thoroughly familiar with all parts of the system and installation at the site and shall be trained in operating theory as well as in practical operation and maintenance work.

5.13 **Furnish one hour of instruction to the local management staff.** This training must include the full operation of all CCTV equipment and burning of CDs for evidentiary purposes. Additionally, furnish one set of manuals to the local site manager.



5.14 Upon completion of the installation, complete performance tests of each device, switch, control unit, power supply battery, battery standby charging supply, each monitoring panel keypad and all other equipment and material required by the contract - and all work and work site conditions - shall be conducted by the contractor in the presence of the FPS TR and the facility site manager.

5.15 Following the training and testing, the Government shall conduct a reliability test for a continuous period of one (1) month to determine overall system conformance to all the applicable requirements of this contract. Contractor personnel will not be permitted on the site during this burn-in period except at the request of the Contracting Officer, FPS TR or the local SSA manager.

5.16 Acceptance by the Government will be given after the satisfactory completion of the installation of the system, training, and performance and reliability tests. Receipt by the Government of all required drawings and documents must also have been verified by the FPS TR and/or the local SSA manager.

5.17 Notice of intent to test shall be provided to the FPS TR at least 24 hours prior to testing.

As-Installed Drawings and Documentation

5.18 The Contractor shall furnish a manual containing all necessary information to enable personnel to operate, test, and maintain the system. All pertinent drawings schematics, tables, charts, and photographs shall be included. The manual shall incorporate the following information in the order shown:

- (1) Covers: Front and back covers shall be of durable stock with the following printed on the front cover: Title with the correct nomenclature; contract number; date of publication, proprietary notice to read, "Prepared under Contract No. _____ by (Name of Contractor) _____, for the Federal Protective Service.
- (2) Title page: The title page shall include the same information as printed on the front cover.
- (3) Table of Contents: The table of contents shall list all important subdivisions of the manual.
- (4) General: The general section shall contain an overall description of the system including types of equipment installed, arrangement of the system, etc.
- (5) Technical Section: The technical section shall contain the detailed information of the equipment included in the system. It shall include: system operation; installation; bill of materials including manufacturers' names with model and serial numbers; maintenance and adjustment; troubleshooting; and schematic, assembly, wiring and interconnecting diagrams of all circuits, internal and external, for all equipment.



(6) Operation Section: The operation section shall contain recommended procedures for operation of each device, as well as the monitor station as a consolidated system, procedures for testing devices, and instructions for changing keypad codes.

5.19 Two (2) copies each of the as-installed drawings and the manual shall be furnished as follows: one copy to the FPS TR and one (1) copy to **Deb Tate**.

6. INSTALLATION

Equipment Housing and Cabinets

6.1 CCTV Requirements

The CCTV is for security monitoring and recording and will include the following elements:

6.1.1 Work Included: The following work is included as part of this contract.

6.1.1.1 Cable for cameras.

6.1.1.2 CCTV system equipment including one black rack mount.

6.1.1.3 Power for cameras and control equipment.

6.1.1.4 Penetration through outside wall for cameras outside SSA office space.

6.1.2 Coordination: Coordinate the location of outside cameras with the location of exterior lighting and areas of security concern.

6.1.3 Conduit and Wiring:

6.1.3.1 CCTV system cabling shall be RG-59/U for instances up to 500 ft. Leave 12 inch minimum slack at junction boxes and six (6) ft. slack at monitoring site(s).

6.1.3.2 Conduit for power cables shall be sized based on camera locations and wiring.

6.1.4 The CCTV System shall be microprocessor based, video-matrix, single CPU system control. The system shall have 50% spare capacity. The system shall be capable of providing operator the ability to view and control cameras for general surveillance as well as specific view for more information. The system shall activate pre-position and auxiliaries on equipped cameras.

7. SAFETY AND HEALTH



7.1 All work shall comply with the applicable requirements of 29CFR 1910/1926 and 40CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

7.2 The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors, which results in illness or death.

7.3 The contractor shall provide all necessary safety equipment and ensure that such equipment and all relevant safety procedures are adequate for the job being performed and are utilized properly.

8. WARRANTY

8.1 The Contractor shall warrant to the government all parts, components and devices comprising the working system upgrade for one (1) calendar year, beginning on the date of acceptance by the government.

8.2 During this warranty period, no cost shall accrue to the government for any discovered needed repairs or replacement of any components in the system, including labor, parts acquisition, stocking charges, transportation or service calls.

8.3 A full walk test to accomplish inspection of the installed system shall be conducted in the presence of the FPS TR, including successful transmission reception of all digital codes assigned by alarm monitoring central station prior to the acceptance of the system by the government. No acceptance shall be made absent this successful walk test.

8.4 Acceptance by the government for this project will occur when all components and devices are properly installed and tested to the satisfaction of the FPS COTR and/or TR along with written and signed documentation consisting of DHS Form 700-21 entitled Material Inspection and Receiving Report or GSA Form 220 entitled Inspection of Work under Contract, with reported information. A copy of the same information will be provided to the Contractor to that effect. Absent this documentation, inspection and acceptance shall be considered incomplete and payment may be delayed.

9. SECURITY CLEARANCE REGULATIONS/REQUIREMENTS

9.1 Homeland Security Presidential Directive (HSPD) 12 entitled "Policy for a Common Identification Standard for Federal Employees and Contractors" (HSPD-12 Directive) requires mandatory, government wide standards for conducting background investigations, adjudicating the results and issuing credentials to employees and contractors who require long term access to Federally controlled facilities and/or information systems.



9.2 HSPD-12 does not apply to the following category –

- a. Contractor employees under contract to a department or agency, requiring only intermittent access and/or short term access less than 6 months to federally controlled facilities.

The FPS TR will be responsible for ensuring contractor staff has limited/controlled access to facilities and information via escorts by on-site Federal employees and/or posted FPS Protective Security Officer Staff. The FPS TR will also be responsible for providing contractor employees with clear documentation on the rules of behavior and consequences for violations prior to granting access to facilities/systems. The Contractor is responsible for reporting any security violations of their employees to the FPS TR and/or the Battle Creek Mega Center immediately.

9.3 HSPD-12 applies to the following category –

- a. Contractor employees under contract to a department or agency, requiring routine access six months or more to federally controlled facilities.

9.3.1 Each Contract employee must, at a minimum, complete the required DHS, FPS suitability adjudication process as dictated by FPS assigned risk level of either low, moderate or high. It is anticipated that no contract employees will require any higher clearance, however, FPS reserves the right to require more stringent background checks in order to accommodate site-specific requirements of other Federal agencies to include but not limited to FBI and DEA.

9.3.2 FPS will complete Suitability Adjudication prior to any contract employee being permitted to work and the Contractor is responsible for ensuring that all contract employees receive suitability adjudication by FPS. Contract employees and all company personnel who may work or visit the work site are required to receive suitability adjudication by FPS.

9.3.3 Upon notification and commencement of required work effort the FPS COTR and/or TR will furnish appropriate forms or their electronic equivalent in Adobe Acrobat PDF format essential to conduct the required suitability adjudication process.

9.3.4 The contractor is encouraged to use any local or state law enforcement agency to obtain readable fingerprints on the fingerprint cards.

9.3.5 Illegible or incomplete forms submitted by Contractor will be returned and will result in significant delays in the adjudication process. The Contractor must ensure that all forms submitted to FPS are complete, legible, and accurate. FPS is not responsible for any delays that occur due to the Contractor's failure to submit timely, complete, accurate, and legible paperwork to FPS. The Contractor must have and utilize an internal quality control process to ensure applications are complete and correct, before submitting them to FPS.



9.4 **Temporary Clearances** - If FPS finds any of the Contractor's employees to be unsuitable to work under this contract after a temporary clearance has been provided, the Contractor shall be advised immediately that such employee can no longer work under this contract, and the Contractor shall in turn **immediately** remove the affected employee from the project.

9.5 **Temporary Clearances** - The contract employee or the contractor may appeal the suitability determination to the Contracting Officer. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the employee's suitability has been accomplished. **Under no circumstances shall any Contractor employee who has received a notice of unfavorable or unsuitable adjudication work under this or any DHS, FPS contract. This requirement also applies to contractor employees whose unfavorable adjudication is under appeal.**

9.6 Once a favorable adjudication has been made by FPS, the contract employee is suitable to work under this contract. This favorable adjudication is valid for a period of five (5) years provided that nothing occurs within the five-year period that would render the employee unsuitable for continuing performance under the contract. The Contractor shall **immediately** notify the FPS TR and the CO in writing of any circumstances that arise which could possibly affect any employee's suitability status such as arrests, convictions, and/or termination of employment by the contractor for cause, such as misconduct or neglect of duty.

9.7 The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for contractor employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.

9.8 No contractor employees will be allowed to work on-site prior to the aforementioned background check. The government reserves the right to deny any individual access to the building. All employees of the contractor and any sub-contractor will be issued building identification badges and will be required to wear them in a visible site at all times while on the premises.

10. **RECORDING PRESENCE**

10.1 Each contract employee shall sign in each day when reporting to work and sign out when leaving the work site at the end of each day. GSA Form 139, Record of Time of Arrival and Departure, shall be utilized for this purpose. The sign-in and sign-out location shall be designated and established by the FPS TR. Each time and date entries made for arrival, on duty and departure, off duty shall be verified and countersigned by the FPS TR.



11. SPECIAL CONDITIONS

All installation/work for this project will be conducted while SSA employees are present. (Typically during the hours of 7:00AM to 5:00PM Monday through Friday). Any after hours/weekend work will need to be approved by SSA manger Deb Tate and COTR Eric Wands.

Terms and Conditions

CLAUSES INCORPORATED BY REFERENCE

FAR 52.204-2	Security Requirements	(Aug 1996)
FAR 52.204-7	Central Contractor Registration	(Apr 2008)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	(Sept 2007)
FAR 52.212-1	Instructions to Offerors--Commercial Items	(Jun 2008)
FAR 52.212-4	Contract Terms and Conditions--Commercial Items	(Jun 2010)
FAR 52.242-15	Stop-Work Order	(Aug 1989)
HSAR 3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	(Dec 2003)
HSAR 3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility	(Dec 2003)
HSAR 3052.242-71	Dissemination of Contract Information	(Dec 2003)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

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

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

<http://www.acquisition.gov/far/>
<http://www.dhs.gov/xopnbiz/regulations/>

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Oct 2010)

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- ___ (7) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (8) [Reserved]
- X (9)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-6](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-6](#).
- ___ (10)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (11) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (12)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2010) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (13) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (14) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (15)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).

- ___ (16) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (17) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (18) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- X (19) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- X (20) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (21) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (22) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (23) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (24) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- X (25) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (26) [52.222-37](#), Employment Reports on Veterans, (Sep 2010) ([38 U.S.C. 4212](#)).
- X (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (31) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- X (32) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (33)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).

___ (34) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (35) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (36) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (37) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (38) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (39) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (40) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (41) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (42) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (43) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (44)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

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

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

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [Reserved]

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

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

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

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

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

HSAR 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 the acquisition described in subsection (b)(1) of Section 835 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 [3009.104-70](#) through [3009.104-73](#);

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), 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 [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(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 provision)

Submission of Invoices.

1. In accordance with Contract Administration Data, invoices shall now be submitted via one of the following three methods:

a. By mail:

DHS, NPPD
Burlington Finance Center

P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 5

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

802-288-7658

c. By e-mail:

NPPDInvoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and **shall** be notated on every invoice submitted to FPS to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Requisition Number on the submitted invoice.

2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

- Invoice must include
- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number and, if applicable, the order number;
- Description, quantity, unit of measure, unit price and extended price of the items delivered;
- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
- Electronic funds transfer (EFT) banking information.

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

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

Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

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

Invoices without the above information may be returned for resubmission.