



U.S. Customs and Border Protection

**Low Altitude Autonomous Safety and Situational Awareness for Officers
COMMERCIAL SOLUTIONS OPENING PILOT PROGRAM (CSOP)
GENERAL SOLICITATION**

March 11, 2019

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**Low Altitude Autonomous Safety and Situational Awareness for Officers (LASO)
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GENERAL SOLICITATION**

1.0 GENERAL INFORMATION

1.1 BACKGROUND

1.1.1 This is a procurement action using the commercial solutions opening (CSO) procedure in accordance with Section 880 of the National Defense Authorization Act (NDAA 880) for Fiscal Year 2017, Title VIII, §880 (Public Law 114-328) and is subject to the limitations outlined in the Department of Homeland Security (DHS) Commercial Solutions Opening Pilot Program (CSOP) Guide. This procurement is part of the Department of Homeland Security (DHS)/Customs and Border Protection (CBP) CSO pilot program and is being used to competitively procure innovative commercial items, technologies, and services currently in the production/commercialization phase as well as new adaptations of existing commercial products.

1.1.2 CBP has developed this pilot program to be implemented outside the normal Federal Acquisition Regulation (FAR) requirements to engage both traditional and non-traditional Government Contractors, including start-up companies. This pilot program is intended to promote competition, while employing a streamlined procurement approach to address specific needs for innovative commercial items. This pilot program offers a range of advantages to open up the field of competition so that the Government and taxpayers benefit from a large pool of solutions at a better cost and performance, including:

- General solicitation requiring only minimal corporate and technical information;
- Fast track vendor selection timelines;
- Preference for the vendor retaining core intellectual property.
- Selection made by a peer review process.

2.0 PROJECT DESCRIPTION

U.S. Customs and Border Protections (CBP) mission is “to safeguard America’s borders thereby protecting the public from dangerous people and materials while enhancing the Nation’s global economic competitiveness by enabling legitimate trade and travel.” In support of this mission, CBP deploys air, land, and marine assets to patrol and safeguard U.S. border areas, as well as effectively detect and interdict potential threats beyond our borders.

In order to successfully carry out its mission, CBP requires situational awareness at and between Ports of Entry (POE) across a broad spectrum of environments such as desert, mountains, forest, and littorals. In many locations, natural and manmade terrain features, coupled with vegetation, negatively impact line of sight and/or the ability for officers and agents to communicate. Further, many CBP operating areas are austere, lack infrastructure (power, commercial cellular, structures, etc.), and have highly variable weather conditions.

Recent advancements in commercial technology, such as tethered small Unmanned Aerial Systems (sUAS) and other innovative capabilities, may provide CBP the ability to address surveillance and communications gaps across multiple missions and environments by providing the required elevation to clear line of sight obstacles. Specifically CBP is seeking solutions for the following missions:

Tactical Surveillance

Mission – Highly mobile short range surveillance and/or communications asset that can be deployed in response to a cue, to conduct surveillance in an Area of Interest (AOI), and/or to serve as a communications node.

Mobile Surveillance and/or Communications Node

Mission #1 – Dedicated surveillance asset that deploys to a given area for one or more 8 hours shifts to provide long duration, mid-long range surveillance.

Mission #2 – Dedicated communications asset that deploys to a given area for multiple days to simulate an emergency response situation where local communications are down.

Fixed Infrastructure / Re-Locatable (Persistent)

Mission #1 – Dedicated surveillance asset deployed to a location with fixed infrastructure or to a point of superior tactical advantage for an extended period of time (multiple days to months).

Mission #2 – Dedicated communications asset that deploys to a given area lacking power/infrastructure for multiple days (ex. disaster response)

The following Desired Capabilities are a framework for evaluating and selecting commercial solutions. The offeror shall develop a solution brief in response to this general solicitation which shall demonstrate that their solution at a minimum meets the desired salient capabilities. Key Performance Parameters (KPP) are indicated as such, and specify the key system capabilities that must be met in order for the system to meet its operational goals. Thresholds (T) and objectives (O) are defined for each KPP.

- (KPP 1) – The elevation (in feet) Above Ground Level (AGL) at which the system operates
- (KPP 2) - System shall be capable of being deployed, operated, and stowed by no more than 1 operator (O) / 2 operators (T)

- (KPP 3) - The system shall possess the ability to transmit specified metadata (ex. Cursor on Target format) messages over commercial cellular (O) / off the HMI over a physical interface (T) **Note – Interface Control Document (ICD) will be provided by CBP
- (KPP 4) - The Material Availability (Am) shall be 80% (T), 90% (O). Note Material Availability is defined as $A_m = \frac{MTBCF}{(MTBCF + MDT)}$, where MTBCF is Mean Time Between Critical Failures and MDT is Mean Downtime.
- (KPP 5) - The range at which the system can detect a human target day and night

Desired Capabilities – Common Across All Use Cases
Operational Effectiveness
The elevation (in feet) Above Ground Level (AGL) at which the system operates (KPP1)
Capability to Detect, Identify, and Track an Item of Interest (IoI) day and night autonomously (O) / manually (T)
Capability to control (pan, tilt, zoom) applicable sensors (ex. camera)
Identify the geolocation of an IoI
Capability to modify altitude remotely (if applicable)
Receive system health and status indicators
System shall be capable of being deployed, operated, and recovered by no more than 1 operator (O) / 2 operators (T) (KPP2)
The range at which the system can detect a human target day and night (KPP5)
Capability to overlay the geolocation and/or reference points on the display
Capability to add selectable map layers in non-proprietary formats (ex. SHP, KMZ)
System provides georeferenced sensor FOV overlaid on the Human Machine Interface (HMI)
User configurable autonomous sensor scan pattern (O)
Eye safe IR pointer or laser range finder (O)
Suitability
Integrated emergency backup power
Operating temperature: 0-55 degrees C (O)
Interoperability
The system shall possess the ability to transmit specified metadata (ex. Cursor on Target format) messages over commercial cellular (O) / off the HMI over a physical interface (T) (KPP2) **Note – ICD will be provided by CBP
Ability to receive data from other CBP systems (ex. Cursor on Target messages)
Produce imagery compliant with MISB ST 0601.10 (or any future versions)
Stream video over WiFi or physical Ethernet connection
Enable remote operation of the system (O)
CBP shall have rights to all data produced by the system (ex. metadata, health status, imagery, etc.)
Safety
System does not induce electrical shock or thermal shock type injuries
Availability & Maintainability
The Material Availability (Am) shall be 80%. (T), 90% (O) (KPP 3)

Cybersecurity

Describe the system's cyber security posture (ex. encryption standards for data at rest and in transit)

Training

The vendor shall provide adequate user training for a CBP defined number of students and make all training materials available electronically

Desired Capabilities (Unique by Use Case)						
	Tactical		Mobile		Fixed/Re-locatable	
Desired Capability	Objective	Threshold	Objective	Threshold	Objective	Threshold
Platform	Fully Integrated with Utility Terrain Vehicle (UTV) or Sport Utility Vehicle (SUV)/pickup truck	Deployable from SUV/pickup truck	same as threshold	Fully integrated with SUV/pickup truck	Self-contained system that can be deployed in the complete absence of infrastructure	On or adjacent to a physical structure
System power:	Primary power provided by associated vehicle (e.g. power inverter or 120V adapter)	standalone	same as threshold	Primary power provided by associated vehicle (e.g. power inverter or 120V adapter)	same as threshold	stand alone with optional shore power
Operate continuously for a minimum ... hours without refueling when running on standalone power	4	2	10	6	24	8
Deployable and fully mission capable within:	5 minutes	10 minutes	5 minutes	15 minutes	5 minutes	15 minutes
Ability to deploy varied payload configurations:	EO/IR or Communications Node	EO/IR	EO/IR + Ground Moving Target Indicator (GMTI), or EO/IR + Communications Node	EO/IR or Communications Node	EO/IR + GMTI, or 2 independent EO/IR payloads, or EO/IR + Communications Node	EO/IR or Communications Node
Modular design shall enable the system to be swapped from one vehicle to the another vehicle of the same type	Yes	N/A	Yes	N/A	N/A	N/A
The system shall be re-locatable within:	N/A	N/A	N/A	N/A	3 hours	6 hours

Terms and Definitions

- **Animal** – For the purpose of this document, an Animal is any pack animal or work animal such as donkeys, horses, and mules normally used in carrying humans or cargo.
- **Command and Control (C2)** – ability to control the functions of a system.
- **C2 Facility** – A room or worksite which supports one or more workstations, as well as other surveillance systems.
- **Compatible** – Fully functional without degradation to the operation or performance of CBP and other Agency co-located systems. To send information to the C2 center the system needs to be compatible with C2 center infrastructure.
- **Component** – An element of the system that is required for the system to be fully operational to meet full mission capability.
- **Downtime** – The amount of time that the capability is not capable of being operated for any reason, such as breakage, being out for repair, or the logistics associated with the repair.
- **Extreme environmental conditions** – Typically occur in Winter and/or Summer periods and include but not limited to very high/low temperatures, heat/cold waves, high salt air conditions, dirt & fine dust conditions, very high/low humidity, extreme rain, fog, heavy snow, severe icing, high winds, dust storms, sand storms, and electrical storms.
- **Item of Interest (IoI)** – Humans (on foot, mounted on animals, alone, in groups), animals, and conveyances (e.g., all-terrain vehicles (ATV), motorcycles, automobiles, trucks).
- **Maintainer** – Is the person responsible for sustaining the operational state, monitoring and maintaining equipment, and related work as needed.
- **Maximum Time to Repair (MAXTTR)** - Starts from the time of failure to the time that the system is operational.
- **Mean Time Between Failure (MTBF)** – average time between failures; typically includes all failures without regard to any fault tolerance that may exist.
- **Mean Time to Repair (MTTR)** - average time when the maintainer starts repairing the system to the time the system is operational.
- **Modular** – Is a self-contained component that can be interchanged or swapped with other components.
- **Moving Image** – Sequential or continuous streaming of images that appear unbroken to the human eye, typically at specified temporal rates greater than 24 frames/second (Hertz). It does not differentiate between digital and analog.
- **Operator** – CBP person using the system C2 User Interface.
- **Shore/External Power** – Any power source that is not a sub-component of the system.
- **Surveillance Functions**

- **Track** – To follow the progress or movements of an Item of Interest (IoI).
- **Transport** - To relocate a system from one location to another including disassembly, hand carrying, conveyance carrying, shipping, handling, or assembly tasks.
- **U.S. Border** – Borders of U.S./Canada and U.S./Mexico.
- **Uptime** - Is defined as the amount of time that the capability is operating or capable of operating, not including scheduled preventive maintenance.

Acronyms

- **AGL** – Above Ground Level
- **AOI** – Area of Interest
- **C2** – Command and Control
- **CBP** – Customs and Border Protection
- **CoT** – Cursor on Target
- **DHS** – Department of Homeland Security
- **EO** – Electro Optical
- **FOV** – Field of View
- **GMTI** – Ground Moving Target Indicator
- **HMI** – Human Machine Interface
- **ICD** – Interface Control Document
- **IoI** – Item of Interest
- **IR** – Infrared
- **ISR** – Intelligence, Surveillance, and Reconnaissance
- **KPP** – Key Performance Parameter
- **LoS** – Line of Sight
- **MA** – Material Availability
- **MAXTTR** – Maximum Time to Repair
- **MET** – Mission Essential Task
- **MTBF** – Mean Time Between Failure
- **MTTR** – Mean Time to Repair

- **MVSS** – Mobile Vehicle Surveillance System
- **O** – Objective
- **OFO** – Office of Field Operations
- **POE** – Port of Entry
- **POI** – Point of Interest
- **RAM** – Reliability, Availability, and Maintainability
- **T** – Threshold
- **UI** – User Interface
- **USBP** – United States Border Patrol

3.0 SOLUTION BRIEF SUBMISSION REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

There will be two submission windows under this general solicitation (described below). Offerors are highly encouraged to submit under the first window; however, CBP will accept solution briefs in Window 2 and may make subsequent awards provided that funding is available. Solution briefs are limited to a page count of 10 letter size pages (8.5" x 11"), with a font type of times new roman and a minimum font size of 12pt.

Oral presentations, or other written information, may be requested to supplement the written solution brief before potential award. Any oral presentations requested will be coordinated with the Offeror and may be conducted by videoconference or in-person.

3.1.1 Submission Window 1: Written solution briefs as described in section 3.2 of this solicitation must be submitted electronically by 3:00 PM Eastern Standard Time, April 01, 2019 to the following e-mail box: joshua.bedregal@cbp.dhs.gov.

3.1.2 Submission Window 2: Written solution briefs as described in section 3.2 of this solicitation must be submitted electronically by 3:00 PM Eastern Standard Time, April 29, 2019 to the following e-mail box: joshua.bedregal@cbp.dhs.gov.

3.2 WRITTEN SOLUTION BRIEF REQUIREMENTS

3.2.1 CONTENT OF SOLUTION BRIEF

The written solution brief shall answer the following questions:

- Describe your technology and its potential relevance to one or more of the missions described in the project description (Section 2). Please specify which mission(s) the solution is intended to meet.
- In what way does it push the state-of-the-art? Please explain this using technical language rather than marketing or sales-type language.
- Describe your company – How old is it? Where is it located (e.g. multiple locations, sales/R&D in U.S. and other countries)? Number of employees?
- Describe the management team – Who are they? What is their background and history (e.g. previous startups, etc.)?
- Describe your company's ability to provide technical (ex. helpdesk) and logistics support in geographically distributed areas.
- Describe the terrain and weather conditions where your solution has been deployed. For what duration was it deployed?
- Describe commercial pricing of the solution proposed, to include, but not limited to,

published pricing catalogs, historical pricing, etc.

- Describe your ability to provide operations and sustainment (O&S) (ex. sparing, return merchandise authorization [RMA], field support, etc.), and associated annual O&S costs.
- What does the offeror promise to provide under a contract?

3.2.2 PROPRIETARY MARKINGS

Offerors must mark any pages of written solution brief that contain business plans, technical information, pricing or other business sensitive information as proprietary information, which the Government agrees to safeguard.

To ensure that sensitive data is appropriately marked by the Offeror, include the following sentences on the cover page: “This solution brief includes data that shall not be disclosed outside the Government, except to non-Government personnel for evaluation purposes, and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this submission. If, however, an agreement is awarded to this Company as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent agreed upon by both parties in the resulting agreement. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].”

Each restricted data sheet must be marked as follows: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this solution brief.”

4.0 EVALUATION OF SOLUTION BRIEFS

4.1 GENERAL

Pursuant to the authority of NDAA 880, CBP has been vested with procedural discretion to make multiple contract awards resulting from the evaluation and determination of viable technology solutions. Proposals shall be evaluated on their individual merits rather than on a comparative basis. Besides the criterion described in section 4.2 below, all proposed solutions must clearly demonstrate how the solution offered is an innovative commercial item. Within the meaning of the statute, Innovative is defined as:

any new technology, process, or method, including research and development, or any new application of an existing technology, process, or method.

Both the written solution brief and oral presentation, if applicable, will be evaluated against the solution criteria. Each solution brief submitted may be evaluated against the evaluation criteria separately and need not be evaluated against other solution briefs. More than one solution brief may be accepted. The Government reserves the right to subsequently request oral presentations, product demonstrations, or additional written information, if applicable, from one or more Offerors.

4.2 EVALUATION CRITERIA

The following evaluation criteria shall be used to evaluate the written solution brief and oral presentation. Note, CBP will only make an award resulting from this general solicitation to a solution that provides an innovative commercial item, as defined in Section 4.1. The evaluation criteria are listed below in order of importance from top to bottom:

- **Criterion I:** Responsiveness and relevance to the project description. This includes the breadth of the responsiveness to the topic area goals the commercial item represents.
 - **Criterion I.1:** Potential of the technology/solution for meeting the project objectives provided in the solicitation will be assessed;
- **Criterion II:** Transition Approach. An assessment will be made regarding how the proposed technology/solution will be transitioned to an operational user (e.g., commercialized or used by CBP). The assessment will determine the likelihood that the Offeror will be able to successfully deploy a technology and/or solutions that can be transitioned to the user community.
- **Criterion III:** Offeror's Capabilities and Related Experience. The Offeror's prior experience (both Government and non-government) in similar efforts will be assessed to determine if the Offeror clearly demonstrates an ability to deliver products that meet the proposed technical performance. The assessment for this criterion will include evaluating any corporate viability requirements specified in the solicitation.

4.3 EVALUATION PANEL

An evaluation panel will be used to evaluate the solution briefs and oral presentations, if applicable, submitted in response to this solicitation. The evaluation panel will consist of U.S. Government employees.

4.4 SOLUTION BRIEF EVALUATION AND NOTIFICATION TO OFFERORS

Solution briefs will be evaluated in accordance with the evaluation criteria. After evaluating the Offeror's written solution briefs, CBP will notify the Offeror whether their solution brief is being considered for award and a proposal may be submitted, an oral presentation or other supplemental information is requested to supplement the written solution brief, or their solution brief was not selected for award. Offerors not selected for award may request, within 5 calendar days of notification of non-selection, feedback regarding the technical review findings of their submitted solution brief.

4.5 EVALUATION TIMELINE AND PHASES

The following table shows the Governments evaluation schedule and different phases of evaluation.

Phase	Submission	Due Date
1	Solution Brief (10 Pages)	April 01, 2019
1 (Optional)	Technology Demonstration &/or Oral Presentation	Upon Notice
2	Full Proposal (25 Pages)	2 weeks from Notice

Phase 1: The evaluation of this phase is described in section 4.2 above.

Phase 1 (Optional): As described in section 4.1 above, oral presentations or technology demonstrations may be conducted, by invitation only. Invitations will only be extended to those offerors who have been determined to be a potentially viable solution from the Phase 1 evaluation described in section 4.2. The purpose of technology demonstrations shall be for the offeror to validate their claims as proposed in the solution brief.

Phase 2: Proposed solutions determined to be viable in either Phase 1 and/or 2 will be invited to submit a full proposal to further contract discussions and the formation of a resulting contract. Section 5.0 below describes the content required for a full proposal submission.

4.6 PROTESTS TO THE AGENCY

4.6.1 Protests under CSOP awards shall be adjudicated as prescribed under CBP Agency-Level protest procedures.

Offerors are notified that 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 CBP of any further internal review or appeal after the contracting officer's decision.

Protest submissions shall be sent via e-mail to the Contract Specialist, Joshua Bedregal, at joshua.bedregal@cbp.dhs.gov.

4.6.2 Contractors may seek assistance from the agency Advocate for Competition. The Department Advocate for Competition and Procuring Activity Advocates for Competition are shown on the Doing Business with DHS page, and is accessible at:

<https://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>.

5.0 FULL PROPOSAL SUBMISSION

5.1 GENERAL

When invited to do so by the Government after an evaluation of the Offeror's solution brief in accordance with Section 4.0, an Offeror may develop and submit a full proposal. Companies may discuss ideas and details of the proposal with the Government prior to submission. Each proposal submitted shall consist of three sections:

- Section 1: Technical Information
- Section 2: Proposal Solution
- Section 3: Price Information

The cost of preparing proposals in response to this Request is not considered a direct charge to any resulting CSOP contract award or any other contract.

Proposals shall be limited to a page count of 25 letter size pages (8.5" x 11"), with a font type of times new roman and a minimum font size of 12pt. Offerors will be given further submittal instructions at the time of invitation. Offerors may also be requested to provide oral presentations throughout this phase.

5.2 TECHNICAL APPROACH

Describe the background and objectives of the proposed work. Include the nature and extent of the anticipated results. Discuss any risks and proposed mitigation strategy to address the risks. Include ancillary and operational issues such as certifications, algorithms, and any engineering/software development methodologies to be used. Identify the type of support, if any, the Company requests of the Government in general such as facilities, equipment, data, and information or materials.

5.3 PROPOSAL SOLUTION

The Offeror must submit a proposal solution as part of their final proposal that identifies the work to be performed and the deliverables. Provide a detailed project schedule that outlines the various phases of work to be accomplished within the proposed period of performance.

5.4 PRICE INFORMATION

The Offeror must submit the total price to complete the project and shall provide any other data or supporting information that the parties agree is necessary for the determination of a fair and

reasonable price. A milestone schedule shall be included which clearly indicates the completion of the priced tasks and/or priced deliverables that are required to meet each of the milestones. For Firm-Fixed-Price agreements, the milestone schedule will serve as a payment schedule for any subsequent award.

5.5 NOTIFICATION TO OFFEROR

CBP will notify the Offeror whether their proposal has been accepted for award, further negotiation is requested, or the proposal is not accepted for award.

6.0 INVOICES AND PAYMENTS

6.1 ASSIGNMENT

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

6.2 PAYMENT AND INVOICE INSTRUCTIONS (APR 2014)

- (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 (**Preferred**)
 - (2) Contracting Officer or Contract Administrator (CO or CA) [fill in at time of award]
DHS/U.S. Customs and Border Protection
Attention: [Contracting Officer Name]
Email: [Contracting Officer Email address]
Phone: [Contracting Officer Phone Number]
 - (3) Contracting Officer's Representative (COR) or Point of Contact [fill in at time of award]
DHS/U.S. Customs and Border Protection
Attention: [COR or POC Name]
Email: [COR or POC Email address]
Phone: [COR or POC Phone Number]

- (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.

6.3 PAYMENTS

6.3.1 GENERAL

The Government shall pay the Contractor 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

Unless otherwise specified in the contract, the Government may make payment on partial deliveries accepted by the Government if either:

- The amount due on the deliveries warrants it.
- The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

6.3.2 ADVANCE PAYMENTS

Advance payments are prohibited unless a statute specifically authorizes the advance payment.

6.3.3 OVERPAYMENTS

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:

- Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the:
 - Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - Affected contract number and delivery order number, if applicable;
 - Affected line item or subline item, if applicable; and Contractor point of contact.
- Provide a copy of the remittance and supporting documentation to the Contracting Officer.

6.3.4 INTEREST ON DEBT DUE TO GOVERNMENT BY THE CONTRACTOR

- All amounts that become payable by the Contractor to the Government under this contract

shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- Final decisions. The Contracting Officer will issue a final decision if:
 - The Contracting Officer and Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- Amounts shall be due at the earliest of the following dates:
 - The date fixed under the contract.
 - The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on:
 - The date on which the designated office receives payment from the Contractor;
 - The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

7.0 TERMS AND CONDITIONS

The terms and conditions defined throughout this section are applicable only to a resulting contract award as described in the preceding sections of this general solicitation.

7.1 SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

Successful Offerors not already registered in SAM will be required to register prior to award of any contract. Information regarding SAM registration is available at <https://sam.gov>. See the following Quick Start Guide for specific guidance on SAM registration: https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract-Registration.pdf. To remain

registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequently updates it information to ensure it is current, accurate and complete.

The Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database.

7.2 INTELLECTUAL PROPERTY

Intellectual property rights shall be negotiated prior to a resulting contract award with those offerors deemed to have submitted a successful proposal from Phase 2. The mutually agreed upon intellectual property terms and conditions shall be inserted into this section at the time of award.

7.3 RISK OF LOSS

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

- Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

7.4 TAXES

The contract price includes all applicable Federal, State, and local taxes and duties.

7.5 TITLE

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

7.6 WARRANTY

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

7.7 LIMITATION ON LIABILITY

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

7.8 OTHER COMPLIANCES

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

7.9 ORDER OF PRECEDENCE

Any inconsistencies in this solicitation and contract shall be resolved by giving precedence in the following order:

1. The schedule of supplies/services.
2. The Assignments, Disputes, Payments, Invoice, Other Compliances, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses sections of this contract.
3. Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements – Unenforceable Clauses section of this contract.
4. Solicitation provisions if this is a solicitation.
5. Other documents, exhibits, and attachments.
6. The specification.

7.10 UNAUTHORIZED OBLIGATIONS

7.10.1 Except as stated in Section 9.12.2, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- Any such language, provision, or clause is unenforceable against the Government.
- Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
- Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

7.10.2 Section 9.12.1 does not apply to indemnification or any other payment by the Government

that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

7.11 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES

When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated in the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

- Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:
 - Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument.
 - End User. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting behalf of the Government in his or her personal capacity.
 - Laws and Disputes. This agreement is government by Federal law.
 - Any language purporting to subject the U.S. Government to laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
 - Continued Performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under applicable Federal statute while continuing performance as set forth below in this section.
 - Arbitration; Equitable or Injunctive Relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute.
 - Updating Terms.
 - After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:
 - Terms that change Government rights or obligations;
 - Terms that increase Government prices;
 - Terms that decrease overall level of service; or

- Terms to limit any other Government right addressed elsewhere in this contract.
 - For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
 - Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
- No Automatic Renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative approval.
- Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
 - Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - This charge, if disputed by the ordering activity, will be resolved through the Disputes section of this contract.
 - Any audit requested by the Contractor will be performed at the Contractor's expense, without reimbursement by the Government.
- Taxes or Surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
- Non-Assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval.
- Confidential Information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance

purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

- In any language, provision, or clause of this agreement conflicts or is inconsistent with Section 7.13, the language and provisions of Section 7.13 shall prevail to the extent of such inconsistency.

7.12 INCORPORATION BY REFERENCE

Any Contractor representations and certifications completed electronically via the System for Award Management (SAM) are incorporated by reference into the contract.

7.13 CHANGES

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

7.14 SUSPENSION AND TERMINATION PROCEDURES

7.15.1 The Government reserves the right to terminate the CSOP for cause or for convenience of the Government.

7.15.1.1 The CO may suspend performance of this contract at any time by providing written notice to the contractor. Upon receipt of such a notice, the contractor shall cease performance until the CO either (1) withdraws the suspension of work in writing or (2) notifies the contractor in writing of his or her intention to terminate this contract whether for convenience of the Government or for cause. If the suspension results in the incurrence of costs that the contractor was unable avoid, the contractor may request an equitable adjustment in writing to the CO.

7.15.1.2 If the CO fails to provide further instructions within sixty (60) days from the notice to suspend work, this contract will be considered terminated for the convenience of the Government, and the contractor will cooperate with the Government with closing out his contract.

7.15.1.3 The CO may terminate this contract in whole or in part for the convenience of the Government at any time by written notice. The contractor shall then cease further performance and take all reasonable measures to minimize any further incurrence of costs.

7.15.1.4 If the contractor fails to comply with the terms and conditions of this contract, the CO will provide written notice of breach or deficiency to the contractor and will provide the contractor an opportunity to explain or correct the breach or deficiency within thirty (30) days from receipt of notice. As a result of any response by the contractor, the CO may (1) proceed with the termination

for cause; (2) convert the termination to one for the convenience of the Government; or (3) direct the contractor to continue performance.

7.15.2 This contract may be terminated by the CO at the request of the contractor under the following conditions:

7.15.2.1 The contractor shall notify the CO at least 30 days prior to the termination requested effective date.

7.15.2.2 The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the CO determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the CO may terminate the award in its entirety.

7.15.3 Following a termination in accordance with the procedures described above, the Government and the contractor will negotiate in good faith an equitable reimbursement for work performed for which the contractor has not received payment.

7.16 DISPUTES

- a) This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes.
- b) Except as provided in 41 U.S.C. Chapter 71, all disputes arising under or relating to this contract shall be resolved under this section.
- c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. Chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. Chapter 71. The submission may be converted to a claim under 41 U.S.C. Chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge

and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim

- e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor –certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. Chapter 71.
- g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer of ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.
- h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

7.17 DEFINITIONS

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

- The solicitation, or amended solicitation, provides a different definition; or
- The contracting parties agree to a different definition.

7.18 ADDITIONAL TERMS AND CONDITIONS

7.18.1 FEDERAL ACQUISITION REGULATION CLAUSES

Although this contract is not issued under the Federal Acquisition Regulation, the following FAR clause are incorporated into this contract:

- (a) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (b) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (c) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (d) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (e) 52.222-50, Combating Trafficking in Persons (JAN 2019).

7.19 FOREIGN NATIONALS

- A. For purposes of this clause, foreign nationals are all persons not citizens of, not nationals of, nor immigrant aliens to, the United States of America. Nothing in this clause is intended to waive any requirements imposed by any other U.S. Government agency with respect to employment of foreign nationals or export control.
- B. The contractor acknowledges that the technical data generated under this contract may be subject to export control, including disclosure to foreign nationals, whether such data is provided orally or in written form.
- C. The contractor agrees to obtain written approval from the CO before assigning any foreign national to perform work under this contract or before granting foreign nationals access to data related to this contract, whether such data is provided by the Government or generated under this contract.

7.20 TERM OF THE CONTRACT

The term of this contract is twelve (12) months from date of contract award, plus any options established through proposal discussions.

Nothing in this contract is intended to conflict with current law or regulation or the directives of the DHS. If a term of this contract is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this contract shall remain in full force and effect.

7.21 CONTRACT TYPE

It is intended that any resulting contract from this general solicitation shall be Firm Fixed Price.

7.22 OPTIONS

CBP may establish options for future purchasing requirements. Options shall be executed in accordance with terms established in the resulting CSOP contract.