(b) (7)(E)
------------

Page 1 of 6

SOLI	CITATION/CONTI	RACT/ORDER FO	R COMMERCIA	LITEMS	1. REQUISITION	NUMBER	OMB Cle	earance Control Number:
		MPLETE BLOCKS			(b) (7)(E	)		1103-0018
2. CONTRACT	NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION	NUMBER .	6. SOL	CITATION ISSUE
(b) (7)(E)		08/26/2013	#					
	SOLICITATION MATION CALL:	a. NAME			b. TELEPHONE I	NUMBER (No collect calls)	TIME	ER DUE DATE / LOCAL
9. ISSUED BY		CODE	MMFSDP	10. THE ACQUISITIO	N IS X UNRES	STRICTED OR SET	ASIDE:	% FOR
PROCURE 9TH FLR. 2604 Jeffer	SHALS SERVICE EMENT OFFICE CS3 son Davis Hwy , VA 22301			SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLE VETERAN-OWNEL SMALL BUSINESS	ELIGIBLE SMALL E	В	NAICS: 3	
11. DELIVERY F UNLESS BLOCK	OR FOB DESTINATION K IS MARKED	12. DISCOUNT TERMS				13b. RATING		
SEE SCHEDUL	E	NET 30		13a. THIS CON RATED ORDE (15 CFR 700)	ITRACT IS A R UNDER DPAS	14. METHOD OF SOLICIT.	ATION IFB	RFP
15. DELIVER TO		CODE	MTOG	16. ADMINISTERED B		0	ODE	MMFSDP
Technical C (b) (7)(F)	perations Group	. '		U.S. MARSHA PROCUREME 9TH FLR. CS3 2604 Jefferson Alexandria, VA	NT OFFICE Davis Hwy . 22301	•		
17a. CONTRACT OFFEROR	OR/ CODE 340	276860 FACILIT	Y 021715206000	18a. PAYMENT WILL	BE MADE BY	C	ODE	MTOG
Doing Business A GOVERNMEN P. O. BOX 37	us: NT COMMUNICATIONS E, FL 32902-0037	SYSTEMS		Technical Oper (b) (7)(F)	ations Group			
TELEPHONE	NO.							
17b. CHEC	K IF REMITTANCE IS DIFF	ERENT AND PUT SUCH A	DDRESS IN	18b. SUBMIT INVOICE CHECKED	SEE ADDE	HOWN IN BLOCK 18a UNL NDUM	ESS BLO	CK BELOW IS
19. ITEM NO.	SCHEDU	20. LE OF SUPPLIES/SER	MCES	21. QUANTITY	22. UNIT	23. UNIT PRICE		24 AMOUNT
	contract for a combi	against the above re- nation of (b) (7)(E) llowing pages in ord ll other terms and co	products.  ler to view the					
						~		
							1	
	See Continuation Si	heet(s) : and/or Assach Additional Sheets as	Necessary)					
25. ACCOUNT	ING AND APPROPRIATION			<u> </u>		26. TOTAL AWARD AMO	DUNT (For	Govt. Use Only)
		401-M-FWK1000F-3 BBY REFERENCE FAR 52		2040 2 4ND 50 040 5		\$574,000.00		
		R INCORPORATES BY REI				DDENDA X ARE X ARE		T ATTACHED T ATTACHED
OR OTHE	DFFICE, CONTRACTOR AC	SIGN THIS DOCUMENT A GREES TO FURNISH AND E AND ON ANY ADDITIONA ED	DELIVER ALL ITEMS SE	T FORTH DA	AWARD OF CONTI FED LUDING ANY ADD ACCEPTED AS TO	RACT: REF. . YOUR OFFER ON S	SOLICITA CH ARE S	OFFER TION (BLOCK 5) SET FORTH HEREIN,
30a. SIGNATU	RE OF OFFEROR/CONTR	ACTOR		31a. UNITED STATE	OF AMERICA (S	SIGNATURE OF CONTRAC	TING OFF	ICER)
30b. NAME AN	ID TITLE OF SIGNER (TYP	E OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE	CONTRACTING O	FFICER (TYPE OR PRINT)		31c. DATE SIGNED
				Broderick Mor	ris	·		08/26/2013

	(b	(7	)(E)	
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Page 2 of 6

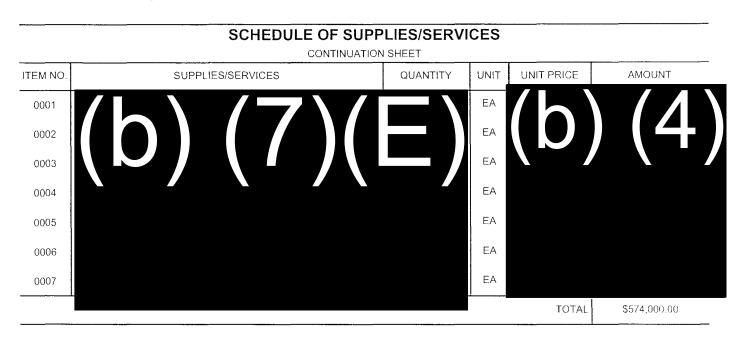
19. ITEM NO.		20. SCHEDULE OF SUPPLIES	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
		-							
						1			
						<u> </u>			
			r						
						;			
32a. QUANTITY	'IN COLUMN	21 HAS BEEN				<u></u>	<u> </u>		
RECEIVED	INSPE	ECTED ACCEPTED, A	ND CONFORMS TO T	THE CO	NTRACT, EXCEP	T AS NOT	ED;	10 X X X	
32b. SIGNATUR		RIZED GOVERNMENT	32c. DATE		32d. PRINTED NA		TITLE OF AUTHORIZED (	GOVERNMENT	
				1					
32e. MAILING A	DDRESS OF A	AUTHORIZED GOVERNMENT	REPRESENTATIVE				OF AUTHORIZED GOVE	RNMENT	
				1	REPRESENTATIVE  329. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMB	ED	34. VOUCHER NUMBER	35. AMOUNT VERIFI	]	36. PAYMENT			37. CHECK NUMBER	
		34. VOOCHER NOWBER	CORRECT FOR		COMPLETE	PART	IAL FINAL	37. CHECK NUMBER	
PARTIAL 38. S/R ACCOU	NT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY						
		NT IS CORRECT AND PROPE		42a. R	ECEIVED BY (Prin	nt)			
41b. SIGNATŪR	RE AND TITLE	OF CERTIFYING OFFICER	41c. DATE	42b. R	ECEIVED AT (Loc	ation)			
				42c. D	ATE REC'D (YY/M	'M/DD)	42d. TOTAL CONTAINE	RS	
					•				



# **Table of Contents**

<b>Section</b>	<u>Description</u>	<u>Page Number</u>
i	Solicitation/Contract Form	
2	Commodity or Services Schedule	
3	Contract Clauses	5
4	List of Attachments.	6

# Section 2 - Commodity or Services Schedule



## **FUNDING DETAILS:**

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$574.000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012 · · · -
		TOTAL: \$574,000.00	

Section 3 - Contract Clauses

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Section	1 -	Liet	of i	Attac	hme	nte
эеснон	4 -	LIST	$ol \ \prime$	41176		2116.5

Exhibits and Attachments

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(b)			

Page 1 of 6

SOLICITATION/CONT		1. REQUISITION	NUMBER	OMB Clearance Control Number				
	MPLETE BLOCKS		& 30	See Lines	Lines		1103-0018	
2. CONTRACT NO.	DATE	4. ORDER NUMBER				DATE		
(b) (7)(E)	08/27/2013 a. NAME	. 4		See Lines b. TELEPHONE	NUMBER (No collect calls)	8. OFFE	ER DUÉ DATE / LOCAL	
7. FOR SOLICITATION INFORMATION CALL:	,					TIME		
9. ISSUED BY	CODE	MMFSDP	10. THE ACQUISITIO	NIS X UNRE	STRICTED OR SET	ASIDE:	% FOR	
U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301			SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLE VETERAN-OWNED SMALL BUSINESS	ELIGIBI SMALL EDWOS	B	osb) naics: 33 size star	•	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS				13b. RATING			
SEE SCHEDULE	NET 30		13a. THIS CON RATED ORDEF (15 CFR 700)	ITRACTIS A R UNDER DPAS	14. METHOD OF SOLICIT	ATION IFB	RFP	
15. DELIVER TO	CODE	MTOG	16. ADMINISTERED B		C	ODE	MMFSDP	
Technical Operations Group (b) (7)(F) (b) (7)(F)			U.S. MARSHA PROCUREMEN 9TH FLR. CS3 2604 Jefferson I Alexandria, VA	NT OFFICE Davis Hwy				
17a. CONTRACTOR/ CODE 3400	276860 FACILITY CODE	Y 021715206000	tsa. PAYMENT WILL E	BE MADE BY	C	ODE	MTOG	
Doing Business As: GOVERNMENT COMMUNICATIONS P. O. BOX 37 MELBOURNE, FL 32902-0037 TELEPHONE NO.	SYSTEMS		Technical Opera (b) (7)(F) (b) (7)(F)	ations Group				
17b. CHECK IF REMITTANCE IS DIFF	ERENT AND PUT SUCH A	DDRESS IN	18b. SUBMIT INVOICE CHECKED	S TO ADDRESS S	SHOWN IN BLOCK 18a UNL	ESS BLOC	CK BELOW IS	
19. SCHEDU	20, LE OF SUPPLIES/SER\	vices	21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
contract for a combine Please review the fo	against the above ref nation of (b) (7)(E) illowing pages in ord ill other terms and co	products. er to view the						
See Continuation SI (Use Reverse 25 ACCOUNTING AND APPROPRIATION	and/or Attach Additional Sheets as I	Vecessary						
USMS-2013-0324AD-A34-A34	101-M-FWK1000F-3				26. TOTAL AWARD AMC \$464,000.00	OUNT (For	Govt. Use Only)	
X 27a. SOLICITATION INCORPORATES X 27b. CONTRACT/PURCHASE ORDER					DDENDA X ARE X ARE		ATTACHED ATTACHED	
28. CONTRACTOR IS REQUIRED TO ISSUING OFFICE. CONTRACTOR ACOR OTHERWISE IDENTIFIED ABOVE TERMS AND CONDITIONS SPECIFIE	REES TO FURNISH AND DE AND ON ANY ADDITIONA	DELIVER ALL ITEMS SE	T FORTH DAT		. YOUR OFFER ON S ITIONS OR CHANGES WHI	SOLICITAT CH ARE S.	OFFER TION (BLOCK 5) ET FORTH HEREIN,	
30a. SIGNATURE OF OFFEROR/CONTRA	ACTOR		31a. UNITED STATE	SOF AMERICA (S	SIGNATURE OF CONTRAC	TING OFFI	CER)	
30b. NAME AND TITLE OF SIGNER (TYP	E OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE	CONTRACTING C	FFICER (TYPE OR PRINT)		31c. DATE SIGNED	
			Broderick Morr	ris			08/26/2013	

Page 2 of 6

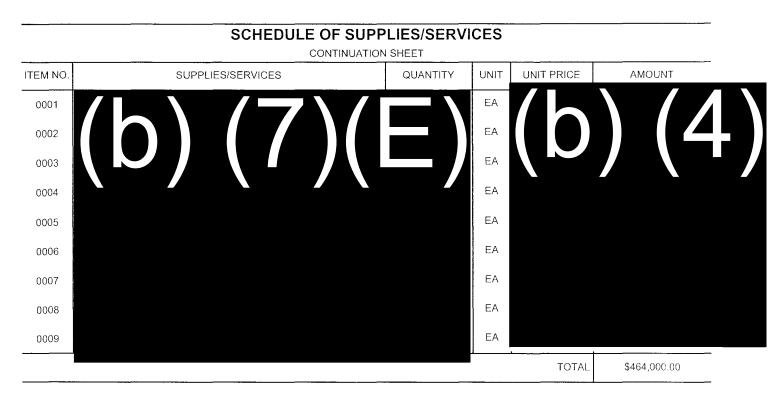
19. ITEM NO.	20. SCHEDULE OF SUPPLIES	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
				]			
							ļ
32a QUANTITY	IN COLUMN 21 HAS BEEN						
RECEIVED		ND CONFORMS TO 1	HE CO	NTRACT, EXCEPT	r as not	ED:	
32b. SIGNATUR	RE OF AUTHORIZED GOVERNMENT	32c. DATE		32d. PRINTED NA	ME AND	TITLE OF AUTHORIZED (	GOVERNMENT
REPRESENTAT				REPRESENTATIV			
20 14411110	DDRESS OF AUTHORIZED GOVERNMENT	DEDDESENTATIVE		TELEBUONE	NUMBER	OF AUTHORIZED COVE	DANACALT
32e. MAILING A	1	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
			;	32g. E-MAIL OF AI	JTHORIZ	ED GOVERNMENT REPR	ESENTATIVE
33. SHIP NUMBI	ER 34. VOUCHER NUMBER	35. AMOUNT VERIFI CORRECT FOR	i.	36. PAYMENT	PART	i	37. CHECK NUMBER
PARTIAL 38. S/R ACCOU	FINAL NT NUMBER 39. S/R VOUCHER NUMBER	40. PAID BY					
41a. I CERTIFY	THIS ACCOUNT IS CORRECT AND PROPE	ER FOR PAYMENT	42a. RI	ECEIVED BY (Prin	t)		
41b. SIGNATUR	E AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RE	ECEIVED AT (Loca	ation)		
				ATE REC'D (YY/M		42d. TOTAL CONTAINE	RS
				•	,		



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<b>Section</b>	<u>Description</u>	Page Number
I	Solicitation/Contract Form	1
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3	Contract Clauses	
4	List of Attachments	6

Section 2 - Commodity or Services Schedule



# FUNDING DETAILS:

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$177,000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
N/A	2	\$287,000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
	1	TOTAL: \$464,000.00	



Section 3 - Contract Clauses

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# Section 4 - List of Attachments

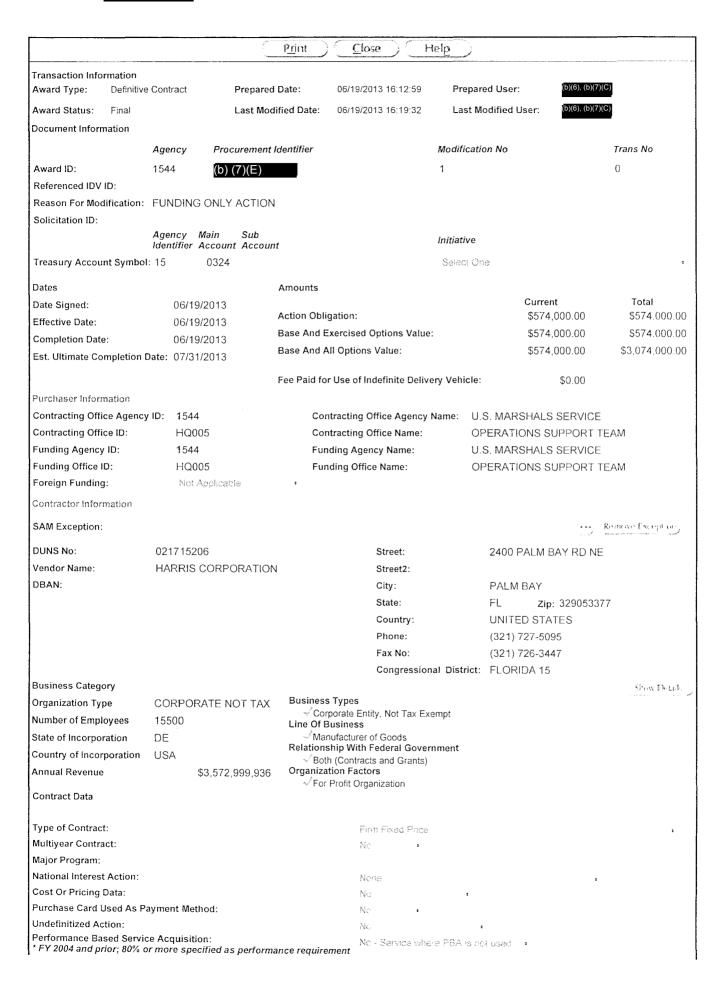
Exhibits and Attachments

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	Na.	<u>Print</u>	<u>Close</u> H	el <u>e</u>		
Transaction Information						_
Award Type: Definitive	Contract Prepare	d Date:	08/21/2013 17:30:05	Prepared U	ber: (b)(6), (b)(7)(	C)
Award Status: Final	Last Mo	dified Date:	08/22/2013 08:49:24	Last Modifie	ed User: (b)(6), (b)(7)(	C)
Document Information						
	Agency Procuremen	t Identifier		Modification No	)	Trans No
Award ID:	1544 (b) (7)(E)			2		0
Referenced IDV ID:				_		, and the second
Reason For Modification:	CHANGE ORDER					
Solicitation ID:						
	Agency Main Sub			Initiative		
Tarana Arana at Cambal	Identifier Account Accou	ınt				
Treasury Account Symbol	: 15 0324			Select One		•
Dates		Amounts				
Date Signed:	08/21/2013				Current	Total
Effective Date:	08/21/2013	Action Oblig			\$464,000.00	\$1,038,000.00
Completion Date:	09/30/2013		xercised Options Value:		\$464,000.00	\$1,038,000.00
Est. Ultimate Completion I	Date: 05/31/2014	Base And A	II Options Value:		\$0.00	\$3,074,000.00
		Fee Paid for	Use of Indefinite Delive	ry Vehicle:	\$0.00	
Purchaser Information				-		
Contracting Office Agency	/ ID: 1544	Con	tracting Office Agency N	lame: US M	ARSHALS SERVICE	
Contracting Office ID:	HQ005		tracting Office Name:		ATIONS SUPPORT T	EΔM
Funding Agency ID:	1544		ding Agency Name:		ARSHALS SERVICE	_, ((v)
Funding Office ID:	HQ005		ding Office Name:		ATIONS SUPPORT T	FΔM
Foreign Funding:	Not Applicable	•	g	01 210	1110110 001 7 0111 7	
Contractor Information	V .					
						<u></u>
0.434.5					***	
SAM Exception:					٠٠٠٠ عمل	Remove Exception
SAM Exception: DUNS No:	021715206		Street:	240	ا مرسد O PALM BAY RD NE	Nessawa E S.C. Jicom
·	021715206 HARRIS CORPORATIC	N	Street: Street2:	240	· · · · · · · ·	Kesaw Lagran
DUNS No:		N			· · · · · · · ·	New York (1907)
DUNS No: Vendor Name:		N	Street2:		00 PALM BAY RD NE	
DUNS No: Vendor Name:		N	Street2: City:	PA FL	00 PALM BAY RD NE	
DUNS No: Vendor Name:		N	Street2: City: State:	PA FL UN	00 PALM BAY RD NE LM BAY Zip: 32905337	
DUNS No: Vendor Name:		N	Street2: City: State: Country:	PA FL UN (32	DO PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES	
DUNS No: Vendor Name: DBAN:		N	Street2: City: State: Country: Phone: Fax No:	PA FL UN (32	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	
DUNS No: Vendor Name: DBAN: Business Category	HARRIS CORPORATIO		Street2: City: State: Country: Phone: Fax No: Congressiona	PA FL UN (32 (32	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	
DUNS No: Vendor Name: DBAN: Business Category Organization Type	HARRIS CORPORATION	Business	Street2: City: State: Country: Phone: Fax No: Congressions	PA FL UN (32 (32 Al District: FL	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees	CORPORATE NOT TAX	Business √Corp Line Of B	Street2: City: State: Country: Phone: Fax No: Congressiona Types porate Entity, Not Tax Execusiness	PA FL UN (32 (32 Al District: FL	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation	CORPORATE NOT TAX 15500 DE	Business √ Corp Line Of B √ Man	Street2: City: State: Country: Phone: Fax No: Congressiona Types porate Entity, Not Tax Exe usiness ufacturer of Goods	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both	Street2: City: State: Country: Phone: Fax No: Congressiona  Types porate Entity, Not Tax Exe usiness ufacturer of Goods hip With Federal Govern	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation	CORPORATE NOT TAX 15500 DE	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona Types corate Entity, Not Tax Exe usiness ufacturer of Goods hip With Federal Govern	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona Types corate Entity, Not Tax Exe usiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) cion Factors	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona Types porate Entity, Not Tax Exe usiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) ion Factors Profit Organization	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Dobik
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types porate Entity, Not Tax Exeusiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) ion Factors Profit Organization	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data Type of Contract:	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types Prorate Entity, Not Tax Exeusiness Ufacturer of Goods hip With Federal Govern (Contracts and Grants) ion Factors Profit Organization	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Delaik
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data  Type of Contract: Multiyear Contract:	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types Corate Entity, Not Tax Execusiness Ufacturer of Goods hip With Federal Govern (Contracts and Grants) cion Factors Profit Organization  Firm Fixed Price	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Delaik
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data  Type of Contract: Multiyear Contract: Major Program:	CORPORATE NOT TAX 15500 DE USA	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types corate Entity, Not Tax Execusiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) cion Factors Profit Organization  Firm Fixed Price No	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Delaik
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data  Type of Contract: Multiyear Contract: Major Program: National Interest Action:	CORPORATE NOT TAX 15500 DE USA \$3,572,999,936	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types porate Entity, Not Tax Exe usiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) ion Factors Profit Organization  Firm Fixed Price No No	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Dobik
DUNS No: Vendor Name: DBAN:  Business Category Organization Type Number of Employees State of Incorporation Country of Incorporation Annual Revenue Contract Data  Type of Contract: Multiyear Contract: Major Program: National Interest Action: Cost Or Pricing Data:	CORPORATE NOT TAX 15500 DE USA \$3,572,999,936	Business √ Corp Line Of B √ Man Relations √ Both Organizat	Street2: City: State: Country: Phone: Fax No: Congressiona  Types porate Entity, Not Tax Exeusiness ufacturer of Goods hip With Federal Govern (Contracts and Grants) cition Factors Profit Organization  Firm Fixed Price No No	PA FL UN (32 (32 al District: FL(	20 PALM BAY RD NE  LM BAY  Zip: 32905337  ITED STATES  1) 727-5095  1) 726-3447	7 Show Dobits

* FY 2005 and later; 50% or more sp	ecified as	s perfor	mance requ	iremer	nt				1
Contingency Humanitarian Peaceke	eeping Op	eration	:		Not Applicable				
Contract Financing:					Select One			•	
Cost Accounting Standards Clause	:				No - CAS waiver approved				
Consolidated Contract:					No •				
Number Of Actions:					1				į
Legislative Mandates				Princ	cipal Place of Performance				
Clinger-Cohen Act:	No			Drine	cipal Place Of Performance Code:		State	Location	Country
Service Contract Act:	No		4				VA		USA
Walsh-Healey Act:	No			Nam	cipal Place Of Performance County e:	*	ALEXA	NDRIA CIT	-Y
Davís Bacon Act:	No			Princ	cipal Place Of Performance City Na	me:	ALEXA	NDRIA	
Interagency Contracting Authority:	Not Appli	cable		Cong	ressional District Place Of Perforr	nance:	08		
Other Interagency Contracting State (1000 characters)	utory Aut	hority:	b	Place	e Of Performance Zip Code(+4):		22301	- 1001	
			ø						
Product Or Service Information									
Product/Service Code:	D399		Descriptio	n: IT /	AND TELECOM- OTHER IT AND	TELE	COMM	JNIC	
Principal NAICS Code:	541990		Descriptio	n: ALL	OTHER PROFESSIONAL, SCI	ENTIF	IC, ANE	) TEC	
Bundled Contract:	Not a bu	indled re	quirement						
System Equipment Code:									
Country of Product or Service Origin:	USA	UNITE	ED STATES	S					
Place of Manufacture:	Not a ma	anufactu	red end pro	duct					
Domestic or Foreign Entity:	U.S. Ow	ned Bus	siness		•				
Recovered Materials/Sustainability:	No Clau	ses Incli	uded and No	Susta	inability Included	. 0	MB Pol	icy on Susta	iinable Acquisition
InfoTech Commercial Item	Select C	ìne							
Claimant Program Code			D mimatia						
Claimant Program Code:	0-1		Descriptio	n:					
Sea Transportation: GFE/GFP Provided Under This	Select C								
Action:	Transac	tion doe	s not use Gl	FE/GFI					
Use Of EPA Designated Products:	Not Req	uired							
Description Of Requirement: (4000 characters)				, †				ت <del>ت</del>	
Competition Information									
Extent Competed For Referenced II	OV:								
Extent Competed:					Not Competed			· ·	
Solicitation Procedures:					Only One Source		5		
Type Of Set Aside:					No set aside used				c
Evaluated Preference:					No Preference used			1	
SBIR/STTR:					Select One				8
Fair Opportunity/Limited Sources:	4				Select One				
Other Than Full And Open Competi Local Area Set Aside:	tion:				Only One Source-Other (FAR 6.36)	2-1 oth	er)	1	
FedBizOpps:					No .				
A76 Action:					No ·				
Commercial Item Acquisition Proce	dures:				Commercial Item				
Number Of Offers Received:					1		•		
Small Business Competitiveness D	emonstra	tion Pro	gram.		•				
Commercial Item Test Program:					No •				
Preference Programs / Other Data					· en				
	Colocat			A	The state of the s				
Contracting Officer's Business Size Subcontract Plan:	: Selectioi				er than Small Business •				İ
				ria	n Not Required				

Price Evaluation Percent Difference:	0	%	



\* FY 2005 and later; 50% or more specified as performance requirement Contingency Humanitarian Peacekeeping Operation: Not Applicable Contract Financing: Select One Cost Accounting Standards Clause: No - CAS waiver approved Consolidated Contract: Number Of Actions: 1 Legislative Mandates Principal Place of Performance Clinger-Cohen Act: No State Location Country Principal Place Of Performance Code: VA USA Service Contract Act: No Principal Place Of Performance County Walsh-Healey Act: ALEXANDRIA CITY No Name: Davis Bacon Act: Principal Place Of Performance City Name: **ALEXANDRIA** Interagency Contracting Authority: Economy Act Congressional District Place Of Performance: 08 Other Interagency Contracting Statutory Authority: Place Of Performance Zip Code(+4): 22301 - 1001 (1000 characters) Product Or Service Information Product/Service Code: Description: IT AND TELECOM- OTHER IT AND TELECOMMUNIC D399 Principal NAICS Code: 541990 Description: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TEC **Bundled Contract:** Not a bundled requirement . System Equipment Code: Country of Product or Service LISA **UNITED STATES** Place of Manufacture: Not a manufactured end product Domestic or Foreign Entity: U.S. Owned Business Recovered No Clauses Included and No Sustainability Included · OMB Policy on Sustainable Acquisition Materials/Sustainability: InfoTech Commercial Item Select One Category: Claimant Program Code: Description: Sea Transportation: Select One . GFE/GFP Provided Under This Transaction does not use GFE/GFP . Action: Use Of EPA Designated Products: Not Required Description Of Requirement: (4000 characters) Competition Information Extent Competed For Referenced IDV: Extent Competed: Not Competed Solicitation Procedures: Only One Source Type Of Set Aside: No set aside used. Evaluated Preference: No Preference used SBIR/STTR: Select One Fair Opportunity/Limited Sources: Select One Other Than Full And Open Competition: Only One Source-Other (FAR 6.302-1 other) Local Area Set Aside: FedBizOpps: No A76 Action: No Commercial Item Acquisition Procedures: Commercial Item Number Of Offers Received: 1 Small Business Competitiveness Demonstration Program: Commercial Item Test Program: No Preference Programs / Other Data Contracting Officer's Business Size Selection: Other than Small Business . Subcontract Plan: Plan Not Required

Page 3 of 3

Price Evaluation Percent Difference: 0 %

		ور	Print	Close H	elp		
Transaction Information							
Award Type: Definit	ve Contract	Prepared [	Date:	05/21/2013 14:15:37	Prepa	ared User: (b)(6), (b)(7)(C)	
Award Status: Final		Last Modif	ied Date:	05/22/2013 08:18:46	Last i	Modified User: (b)(6), (b)(7)(C)	
Document Information							
	Agency	Procurement Id	entifier		Modifica	tion No	Trans No
Award ID:	1544	(b) (7)(E)			0		0
Referenced IDV ID:		(~)(-)(-)					
Reason For Modification	n:						
Solicitation ID:							
		ain Sub ccount Account			Initiative		
Treasury Account Symb		0324			Select C	ìne	•
Dates				Amounts			
Date Signed:	0	5/22/2013		Action Obligation:			\$0.00
Effective Date:	0	5/22/2013		Base And Exercised Optic	ns Value:		\$0.00
Completion Date:	0	5/31/2014		Base And All Options Valu	ıe:	\$2	,500,000.00
Est. Ultimate Completion	Date: 0	5/31/2014		Fee Paid for Use of Indefir	nite Delive	ry Vehicle:	\$0.00
Purchaser Information							
Contracting Office Agen	cy ID: 1544		Co	ontracting Office Agency N	lame: L	J.S. MARSHALS SERVICE	
Contracting Office ID:	HQ00	5	Co	ontracting Office Name:	C	PERATIONS SUPPORT TEA	λM
Funding Agency ID:	1544		Fu	nding Agency Name:	L	J.S. MARSHALS SERVICE	
Funding Office ID:	HQ00	5 .	Fu	nding Office Name:	C	PERATIONS SUPPORT TEA	MA
Foreign Funding:	Not Ar	oplicabl <b>e</b>	i				
Contractor Information							
SAM Exception:						· · · Re	move Except or
DUNS No:	021715206	3		Street:		2400 PALM BAY RD NE	
Vendor Name:	HARRIS C	ORPORATION		Street2:			
DBAN:				City:		PALM BAY	
				State:		FL <b>Zip</b> : 329053377	
				Country:		UNITED STATES	
				Phone:		(321) 727-5095	
				Fax No:		(321) 726-3447	
				Congressiona	al District	: FLORIDA 15	
Business Category			D				Show Details
Organization Type		TE NOT TAX		ss Types prporate Entity, Not Tax Exe	mpt		
Number of Employees	15500		Line Of	Business			
State of Incorporation	DE		*/ IVI3 Relation	anufacturer of Goods iship With Federal Govern	ıment		
Country of Incorporation  Annual Revenue		3,572,999,936	√ Bo Organiz	oth (Contracts and Grants) ation Factors			
Contract Data	Φ.	5,372,999,936		r Profit Organization			
Type of Contract:				Finn Fixed Price			£
Multiyear Contract:				No ·			
Major Program:							
National Interest Action:				None		ı	
Cost Or Pricing Data:	_			No	:		
Purchase Card Used As	Payment Metho	od:		No •			
Undefinitized Action: Performance Based Sen	rice Acquisition	1:		No. Section Com-	. 001	·	
* FY 2004 and prior; 80% * FY 2005 and later; 50%	or more specif	fied as performan	ce requir ce require	No - Service wher ement ement	e PDA IS (	ior bsag •	

Contingency Humanitarian Peacekeeping Operation: Not Applicable Contract Financing: Select One Cost Accounting Standards Clause: No - CAS waiver approved Consolidated Contract: Number Of Actions: 1 Legislative Mandates Principal Place of Performance State Location Country Clinger-Cohen Act: No Principal Place Of Performance Code: VA USA Service Contract Act: Principal Place Of Performance County ALEXANDRIA CITY Walsh-Healey Act: No Name: Davis Bacon Act: No Principal Place Of Performance City Name: **ALEXANDRIA** Interagency Contracting Authority: Not Applicable Congressional District Place Of Performance: 08 Other Interagency Contracting Statutory Authority: Place Of Performance Zip Code(+4): 22301 - 1001 (1000 characters) Product Or Service Information Product/Service Code: D399 Description: IT AND TELECOM- OTHER IT AND TELECOMMUNIC Principal NAICS Code: 541990 Description: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TEC **Bundled Contract:** Not a bundled requirement . System Equipment Code: Country of Product or Service USA **UNITED STATES** Origin: Place of Manufacture: Not a manufactured end product Domestic or Foreign Entity: U.S. Owned Business Recovered No Clauses Included and No Sustainability Included · OMB Policy on Sustainable Acquisition Materials/Sustainability: InfoTech Commercial Item Select One Category: Claimant Program Code: Description: Sea Transportation: Select One • GFE/GFP Provided Under This Transaction does not use GFE/GFP : Action: Use Of EPA Designated Products: Not Required Description Of Requirement: (4000 characters) Competition Information Extent Competed For Referenced IDV: Extent Competed: Not Competed Solicitation Procedures: Only One Source Type Of Set Aside: No sei aside used **Evaluated Preference:** No Preference used SBIR/STTR: Select One Fair Opportunity/Limited Sources: Salect One Other Than Full And Open Competition: Only One Source-Other (FAR 6.302-1 other) Local Area Set Aside: No FedBizOpps: No A76 Action: No Commercial Item Acquisition Procedures: Commercial Item Number Of Offers Received: 1 Small Business Competitiveness Demonstration Program: Commercial Item Test Program: Preference Programs / Other Data Contracting Officer's Business Size Selection: Other than Small Business . Subcontract Plan: Plan Not Required Price Evaluation Percent Difference: %

(b) (7)(E)



## U.S. Department of Justice

United States Marshals Service

Financial Services Division, Office of Procurement

Alexandria, VA 22301-1025

April 24, 2014

Harris Corporation 1025 West NASA Boulevard Melbourne, Florida 32919-0001

Dear Ms. Lina Paniccia:

This letter is in response to Harris Corporation's agreement to exchange several products that were previously ordered by US Marshals Service (USMS) personnel under USMS contracts that are no longer active. Since the contracts are not active at this time and have been closed out, they cannot be modified to address the exchange of equipment.

On page two (2) of this letter, you can find a listing of the applicable:

- Contract numbers of the original purchases;
- Descriptions, part numbers, quantiles, and pricing information of the original products;
   and
- New products, part numbers, quantitites, and pricing information.

According to previous correspondence, there are not any costs/fees associated with the equipment exchange. As such, USMS will not face any additional charges by Harris Corporation for exchanging the equipment (although there is a cost difference between the old and new products).

If you are in agreement with the terms referenced above and the products listed on page two (2), please check the "Agree" box below and provide your contact information. If you are not in agreement, please check the "Disagree" box below and provide your contact information, as well as a detailed rationale for why you disagree.

X	Agree		Disagree
Name: Lina Pa Signature: _X Title: _Contrac Date:	luna Panuccia	Name: Signature: Title: Date:	

Please feel free to contact me at (202)307-8694 and/or <u>Broderick.Morris@usdoj.gov</u> if you have any questions.

Sincerely,

*B Morris*Broderick Morris
Contracting Officer

(b) (4)

PO# Orig HW D	escription Part Numbe	er Qiy	Invoice #	Original Ship Date	Pay Date	Return Date	New Hardware Desc		New Unit Price	Extended Price	
(h) (7)(E)(h) (7	(b)		INV6779-03355	6/26/2012	8/13/2012	3/13/2014		<b>7</b> \/	$\tilde{\Lambda}$		
((D) ( / )(ヒ)i( (D ) ( /	)( <b>( )                                </b>	/	INV6779-03459	9/27/2012	12/26/2012	3/13/2014		/			A = A
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			INV6779-03363	6/27/2012	8/13/2012	3/13/2014			沢O		
	1		INV6779-03459	9/27/2012	12/26/2012	3/13/2014					
							5 T				/
(b) (7)(E)	b) (7)(		INV6779-03455	9/26/2012	1/22/2013	3/13/2014	· [				
(b) (7)(E) (b) (7)(E) (b) (7)(E)	) (7)(E		INV6779-03455	9/25/2012	12/26/2012	3/13/2014					
_(b) (7)(E)	) (7)(E		INV6779-03363	6/27/2012	8/13/2012	3/13/2014					
_(b) (7)(E)	b) (7)(I		INV6779-03355	6/26/2012	8/13/2012	3/13/2014	A				
(b) (7)(E)	b) (7)(l	****	INV6779-03362	6/27/2012	8/13/2012	3/13/2014					
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(b) (7)(E)	(b) (7)(E)		INV6779-03456	9/26/2012	1/22/2013	3/13/2014					
(b) (7)(E) (b) (7)(E) (b) (7)(E)	(b) (7)(E)		INV6779-03363	6/27/2012	8/13/2012	3/13/2014					
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	/ )( <b>二</b> )		INV6779-03666	4/12/2013	5/2/2013	12/2/2013	A. Carrier and Car				
( / )			INV6779-03683	5/21/2013	5/26/2013	11/19/13					
	1					1/13/14					
			INV6779-03716	4/12/2013	11/26/2013	11/19/13					
						1/13/14					
***************************************		Price of Product Returned \$465,715.00				<del> </del>		Price of	Replacement Product	\$638,000,00	
		1100 01 1 10000 1101011100 3400,7 10.00				J		1 1100 01		2000,000	

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(b)		
	$(\Lambda)$	

Page 1 of 23

SOLICITATION/CONTI				1. REQUISITION	NUMBER	OMB Clearance Control Number:
OFFEROR TO CO		6 12, 17, 23, 24 4. ORDER NUMBER	& 30	MIQ M-13-A	34-R-000288	1103-0018 6. SOLICITATION ISSUE
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NOMBER		3. 002:01741104	(NOWIGE)	DATE
(b) (7)(E)  7. FOR SOLICITATION INFORMATION CALL:	05/22/2013 a. NAME	<u></u>	- Horieran	b. TELEPHONE N	NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY	CODE	MMFSDP	10. THE ACQUISITIO	NIS X UNRES	STRICTED OR SET A	SIDE: % FOR
U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		71.11.002	SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLE VETERAN-OWNEDD SMALL BUSINESS	WOMEN ELIGIBLI SMALLE EDWOSI	В	isb) vaics: 334220 size standard:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS				13b. RATING	
SEE SCHEDULE	NET 30		13a. THIS CON RATED ORDEI (15 CFR 700)	ITRACT IS A R UNDER DPAS	14. METHOD OF SOLICITA	ATION REP
15. DELIVER TO	CODE	MTOG	16. ADMINISTERED B		CC	DDE MMFSDP
Technical Operations Group (b) (7)(F) (b) (7)(F)			U.S. MARSHAJ PROCUREMEN 9TH FLR. CS3 2604 Jefferson I Alexandria, VA	NT OFFICE Davis Hwy 22301		
17a. CONTRACTOR/ CODE 3402	276860 FACILITY CODE	02171520600	tsa. PAYMENT WILL E	BE MADE BY	C	DDE MTOG
HARRIS CORPORATION Doing Business As: GOVERNMENT COMMUNICATIONS P. O. BOX 37 MELBOURNE, FL 32902-0037  TELEPHONE NO.		DDRESS IN	Technical Opera (b) (7)(F) (b) (7)(F)  18b. SUBMIT INVOICE CHECKED		HOWN IN BLOCK 18a UNLE	ESS BLOCK BELOW IS
19.	20.		21.	22.	23.	24.
ITEM NO. SCHEDUL	LE OF SUPPLIES/SER\	/ICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b) (7)(E) for Period of Performant	r IOD/Technical Op ce 6/01/2013 - 5/31/	-				
See Continuation Sh	* /	`				
(Use Rousse) 25. ACCOUNTING AND APPROPRIATION	and/or Anach Additional Sheets as A DATA	ecessory)	<u></u>		26. TOTAL AWARD AMOU	JNT (For Govt. Use Only)
USMS-2013-0324AD-A34-A34					\$0.00	
X 27a. SOLICITATION INCORPORATES X 27b. CONTRACT/PURCHASE ORDER						ARE NOT ATTACHED ARE NOT ATTACHED
X 28. CONTRACTOR IS REQUIRED TO 3 ISSUING OFFICE. CONTRACTOR AGE OR OTHERWISE IDENTIFIED ABOVE TERMS AND CONDITIONS SPECIFIES	REES TO FURNISH AND D AND ON ANY ADDITIONAL D	ELIVER ALL ITEMS SE	TO DATE INCL	UDING ANY ADDI CCEPTED AS TO I	ACT: REF. . YOUR OFFER ON SO TIONS OR CHANGES WHICE TEMS:	OFFER DLICITATION (BLOCK 5) H ARE SET FORTH HEREIN,
30a. SIGNATURE OF OFFEROR/CONTRA	Mea		1/16	`	GNATURE OF CONTRACTI	NG OFFICER)
Deboral Avera	-	30c. DATE SIGNED			FICER (TYPE OR PRINT)	31c. DATE SIGNED
AUTHORIZED FOR LOCAL REPROD	ager	21 1119/29	🛮 Broderick Morr	15		05/22/2013

Page 2 c	"	~ ~
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19. ITEM NO.	20. SCHEDULE OF SUPPLIE:	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY	IN COLUMN 21 HAS BEEN						
RECEIVED	INSPECTED ACCEPTED, A	IND CONFORMS TO T	HE CO	NTRACT, EXCEPT	T AS NOT	ED:	
	RE OF AUTHORIZED GOVERNMENT	32c. DATE				TITLE OF AUTHORIZED (	GOVERNMENT
REPRESENTAT	IVE			REPRESENTATIV	E		
32e. MAILING A	DDRESS OF AUTHORIZED GOVERNMENT	REPRESENTATIVE		32f. TELEPHONE	NUMBER	OF AUTHORIZED GOVE	RNMENT
				REPRESENTATIV		ED GOVERNMENT REPR	ESENTATIVE
33. SHIP NUMBI	ER 34. VOUCHER NUMBER	OF AMOUNT VEDICI		36. PAYMENT			
		35. AMOUNT VERIFII CORRECT FOR	- 1.	COMPLETE	PART	IAL EINAL	37. CHECK NUMBER
PARTIAL 38. S/R ACCOU	FINAL NT NUMBER 39. S/R VOUCHER NUMBER	40. PAID BY	1				
	THIS ACCOUNT IS CORRECT AND PROPE		42a. R	ECEIVED BY (Prin	t)		
41b. SIGNATUR	E AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. R	ECEIVED AT (Loca	ation)		
			42c. D	ATE REC'D (YY/M)	M/DD)	42d. TOTAL CONTAINE	RS

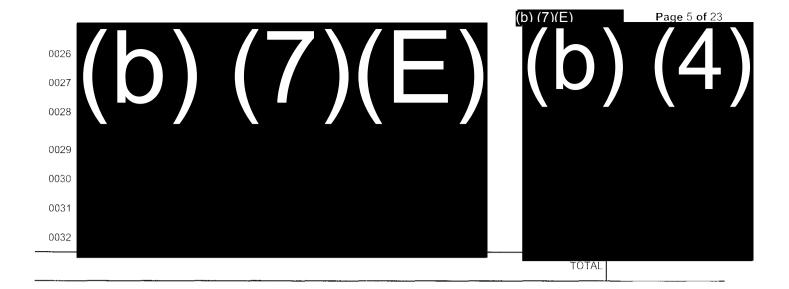


# **Table of Contents**

Section	Description	Page Number
1	Solicitation/Contract Form	
2	Commodity or Services Schedule	4
3	Contract Clauses	6
	USMS - 0003 Description of the Requirement	11
	USMS-005 Role and Responsibility of Contracting Officer	
	52.203-5 Covenant Against Contingent Fees (Apr 1984)	11
	52.203-7 Anti-Kickback Procedures (Oct 2010)	
	52.211-5 Material Requirements (Aug 2000)	13
	52.212-4 Contract Terms and ConditionsCommercial Items (Feb 2012)	6
	52.216-18 Ordering (Oct 1995)	13
	52.216-19 Order Limitations (Oct 1995)	14
	52.216-22 Indefinite Quantity (Oct 1995)	
	52.219-14 Limitations on Subcontracting (Nov 2011)	15
	52.232-18 Availability Of Funds (Apr 1984)	
	52.243-1 ChangesFixed Price (Aug 1987)	
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	USMS-0001 Release of Residual Funds (\$100 or Less)	
	USMS-0002 Release of Residual Funds (Greater Than \$100)	
4	List of Attachments.	

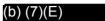
Section 2 - Commodity or Services Schedule

# SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** Laptop PC - Item Number 2009523-101 0.000000 Mobile Controller - Item Number 2019022-101 0.000000



#### **FUNDING DETAILS:**

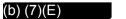
ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.		· · · · · · · · · · · · · · · · · · ·	
N/A	1	\$0.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
N/A	2	\$0.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
<b>L</b>	,	TOTAL: \$0.00	



#### Section 3 - Contract Clauses

## 52.212-4 Contract Terms and Conditions--Commercial Items (Feb 2012)

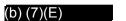
- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;



- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34. Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.— (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and



- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest. (i) 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) 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
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) 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.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
- (A) The date on which the designated office receives payment from the Contractor;
- (B) 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
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.



- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

- (9) The specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

## A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions--Commercial Items (Feb 2012)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

# Clauses By Reference

Clauses by Reie	a ence
52.252-2 CLAUS	SES INCORPORATED BY REFERENCE (FEB 1998)
This contract inco	orporates 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 the	his/these address(es): www.acquisition.gov/far  Title
Clause	ritte
52.246-24	Limitation of LiabilityHigh-Value Items (Feb 1997)
52.244-6	Subcontracts for Commercial Items (Dec 2010)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.233-3	Protest after Award (Aug 1996)

Clause	Title	
52.232-17	Interest (Oct 2010)	
52.232-1	Payments (Apr 1984)	
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)	
52.222-50	Combating Trafficking in Persons (Feb 2009)	
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)	
52.202-1	Definitions (Jan 2012)	

Clauses by Full Text

USMS - 0003 Description of the Requirement

Under this agreement, the USMS is procuring Harris' (b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E) (b) (7)(E)

See attachment for a more detailed description.

USMS-005 Role and Responsibility of Contracting Officer

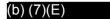
Role of the Contracting Officer.

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

## 52.203-5 Covenant Against Contingent Fees (Apr 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or ob-



tain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

## 52.203-7 Anti-Kickback Procedures (Oct 2010)

#### (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

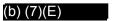
"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-
- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.



- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

(End of clause)

## 52.211-5 Material Requirements (Aug 2000)

(a) Definitions.

As used in this clause-

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means-

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

## 52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract completion.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of clause)
52.216-19 Order Limitations (Oct 1995)
52.210-19 Older Elithations (Oct 1995)
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor
(1) Any order for a single item in excess of the maximum contract price;
(2) Any order for a combination of items in excess of 100% of the maximum contract price; or
(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract ( <i>i.e.</i> , includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

Minimum Guaranteed Amount: The Minimum Guaranteed amount under this contract shall be limited to 10% of the total estimated quantity amount under Page 4 of 42 entitled "Supplies and Services"

#### 52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of clause)

## 52.219-14 Limitations on Subcontracting (Nov 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to --
- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

#### 52.232-18 Availability Of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(b) (7)(E)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

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

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

www.acquisition.gov/far

[Insert one or more Internet addresses]

(End of clause)

#### USMS-0001 Release of Residual Funds (\$100 or Less)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)

#### USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)

(End of clause)

# [END OF ADDENDUM TO FAR 52.212-4]

# 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2012)

- (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)).

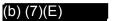
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X(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 I (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.).
- X(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (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).
- X(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313). (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161). X(9) 52.219-3. Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (11) [Reserved] X(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). (ii) Alternate I (Nov 2011). (iii) Alternate II (Nov 2011). (13)(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. (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)). \_\_(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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. (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)). X(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (19)(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. (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Dec 2010) (Pub. L.

103-355, section 7102, and 10 U.S.C. 2323).



- \_\_(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X(27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X(29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X(32) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- X(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.).
- \_(35)(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.).
- \_(36) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_(ii) Alternate I (Dec 2007) of 52.223-16.
- X(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).



(40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
(ii) Alternate I (Mar 2012) of 52.225-3.
(iii) Alternate II (Mar 2012) of 52.225-3.
(iv) Alternate III (Mar 2012) of 52.225-3.
(41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(42) 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).
(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.5150).
(45) 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)).
(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).
X(47) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003)(31 U.S.C. 3332).
(48) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
(49) 52.232-36, Payment by Third Party (Feb 2010)(31 U.S.C. 3332).
(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
(51)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006)(46 U.S.C. Δppx. 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 U.S.C. 351, et seg.).
- \_\_(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 I (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seg.).

(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 (Jul 2012).
- (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)



Section 4 - List of Attachments

Exhibits and Attachments

			R SUPPLIES OR	SERVICE	S			_1	Control Number:
			act and/or order numbers.	<del></del>		0.0110.70			-0018
1. DATE OF 09/13/2013		1	ACT NO. (If any)	a. NAME OF	CONCION	6. SHIP TO	(b)(6), (b)	(7)(C)	
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ZZ, UNITED	SYATES OF AMI	ERICA BY (Signature)				23. NAME (Ty		derick Morris	
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# Section 2 - Commodity or Services Schedule

## SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT UNIT PRICE **AMOUNT** SUPPLIES/SERVICES QUANTITY ITEM NO. EΑ 0001 EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ 0007 EΑ 0008 EΑ 0009 TOTAL \$523,000.00

## FUNDING DETAILS:

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.	1000 1000 - 1000 1000 - 1000 1000 - 1000		
N/A	1	\$177,000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
N/A	2	\$108,000.00	2013 - 0324AD - A34 - A3401 FWK1000F 31013
N/A	3	\$35,000.00	2013 - 0324AD - A34 - A3401 MAXX000M 31013
N/A	4	\$10,000.00	2013 - 0324AD - A34 - A3401 FWF2050F 31013
N/A	5	\$74,000.00	2013 - 0324AD - A34 - A3401 FWF2010F 31013
N/A	6	\$47,000.00	2013 - 0324AD - A34 - A3401 FWF2008F 31013
N/A	7	\$24,000.00	2013 - 0324AD - A34 - A3401 FWF2004F 31013
N/A	8	\$7,000.00	2013 - 0324AD - A34 - A3401 FWK1100F 31013
N/A	9	\$18,000.00	2013 - 0324AD - A34 - A3401 FWB3000F 31013
N/A	10	\$18,000.00	2013 - 0324AD - A34 - A3401 FWF2000F 31013
N/A	11	\$5,000.00	2013 - 0324AD - A34 - A3401 FWF2002F 31013
		TOTAL: \$523,000.00	

Section 3 - Contract Clauses

# Section 4 - List of Attachments

Exhibits and Attachments

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Transaction Information	200						
Award Type: Definitive	e Contract Prepared	Date: 08/26	/2013 14:13:28	Prepare	ed User:	(b)(6), (b)(7)(C	1
Award Status: Final	Last Modi	fied Date: 09/13	/2013 16:26:13	Last Mo	odified User:	(b)(6), (b)(7)(C	1
Document Information		*					-
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Effective Date:		Action Obligation:			-\$52	3,000.00	\$515,000.00
Completion Date:		Base And Exercise	d Options Value:			\$0.00	\$1,038,000.00
Est. Ultimate Completion		Base And All Optio	ns Value:			\$0.00	\$3,074,000.00
<b>F</b>		·					
		Fee Paid for Use of	Indefinite Delive	ry Vehicle:		\$0.00	
Purchaser Information							
Contracting Office Agenc	y ID: 1544	Contracting	Office Agency N	Name: U.S	S. MARSHAL	S SERVICE	
Contracting Office ID:	HQ005	Contracting	Office Name:	OF	PERATIONS	SUPPORT TE	AM
Funding Agency ID:	1544	Funding Ag	jency Name:	U.S	S. MARSHAL	S SERVICE	
Funding Office ID:	HQ005	Funding Of	fice Name:	OF	PERATIONS	SUPPORT TE	AM
Foreign Funding:	Not Applicable	•					
Contractor Information							
SAM Exception:						<u>R</u>	emove Exception
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Vendor Name:	HARRIS CORPORATION		Street2:		2100171211	DATE TO THE	
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			Country:		UNITED ST	•	
			Phone:		(321) 727-5		
			Fax No:		(321) 726-3		
				al District	FLORIDA 0		
Business Category					. 20110/10	•	Show Details
Organization Type	CORPORATE NOT TAX	Business Types					
Number of Employees	15500	√ Corporate E	ntity, Not Tax Exe	empt			
State of Incorporation	DE	Line Of Business  Manufacture					
Country of Incorporation	USA	Relationship Wit	h Federal Govern	nment			
Annual Revenue	\$3,572,999,936	✓ Both (Contra  Organization Fac  Organizat	acts and Grants)				
Contract Data	Ψο,ο, Σ,οοο, ουος	For Profit O			-		
Type of Contract:		•	Firm Fixed Price				
Multiyear Contract:			No •				
Major Program:							
National Interest Action:		***	Vone				
Cost Or Pricing Data:			No	· ·			
Purchase Card Used As P	ayment Method:	Î	No •				
Undefinitized Action:			No				
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* FY 2005 and later; 50% or more sp	pecified as perfoi	rmance requi	rement								
Contingency Humanitarian Peaceke	eeping Operation	ı:	Not Applicable			•					
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Cost Accounting Standards Clause	e:		No - CAS waiver approved								
Consolidated Contract:			No •								
Number Of Actions:			1								
Legislative Mandates			Principal Place of Performance								
Clinger-Cohen Act:	No •		Principal Place Of Performance Code:	State	Location	Country					
Service Contract Act:	No	•	Principal Place Of Performance Count	VA.		USA					
Walsh-Healey Act:	No	•	Name:	y ALEX	(ANDRIA CIT	Υ					
Davis Bacon Act:	No	•	Principal Place Of Performance City N	lame: ALE)	KANDRIA						
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Other Interagency Contracting Stat (1000 characters)	utory Authority:		Place Of Performance Zip Code(+4):	2230	1 - 1001						
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Product Or Service Information											
Product/Service Code:	D399	Description	: IT AND TELECOM- OTHER IT ANI	TELECOM	MUNIC						
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System Equipment Code:											
Country of Product or Service Origin:	USA UNIT	ED STATES									
Place of Manufacture:	Not a manufacti	ured end prod	luct			0					
Domestic or Foreign Entity:	U.S. Owned Bu	siness	•								
Recovered Materials/Sustainability: InfoTech Commercial Item	No Clauses Incl	luded and No	Sustainability Included	· OMB P	olicy on Susta	inable Acquisition					
Category:	Select One		•								
Claimant Program Code:	Description:										
Sea Transportation:	Select One •										
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Extent Competed:			Not Competed		•						
Solicitation Procedures:			Only One Source	•							
Type Of Set Aside:			No set aside used.			1					
Evaluated Preference:			No Preference used		•						
SBIR/STTR:			Select One			•					
Fair Opportunity/Limited Sources:	· · · · · · · · · · · · · · · · · · ·		Select One •								
Other Than Full And Open Competi	iuon:		Only One Source-Other (FAR 6.3)	02-1 other)	1						
Local Area Set Aside: FedBizOpps:			No •								
A76 Action:			No •								
Commercial Item Acquisition Proce	edures:		Commercial Item								
Number Of Offers Received:			1		•						
Small Business Competitiveness D	emonstration Pro	ogram:	•								
Commercial Item Test Program:		ogram.	No •								
Preference Programs / Other Data											
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Contracting Officer's Business Size Subcontract Plan:	e Selection:		Other than Small Business •								
			Plan Not Required								

(b) (7)(E)

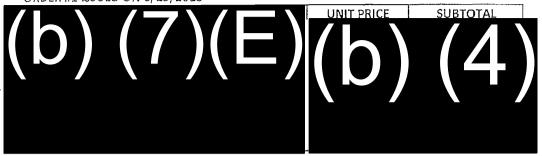
Price Evaluation Percent Difference:

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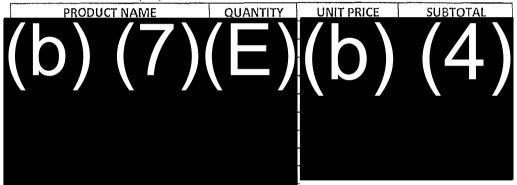
AMEND	MENT OF SOLICITATION/MO	DIFICATION OF CONTRAC	ATION OF CONTRACT			E	OMB Clearance Co 1103-0	
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0003.		09/27/2013	See Line	·				
, ISSUED BY	CODE	MMFSDP	7. ADMINIS	STERED BY (If o	lher (han	llem 6)	CODE	
U.S. MARSHAL PROCUREMEN 9TH FLR. CS3 2604 Jefferson D Alexandria, VA 2	T OFFICE Pavis Hwy							
	OF CONTRACTOR (No., street, country,	slate and ZIP Code)			(X)	9A, AMENDME	ENT OF SOLICITATION	NO.
HARRIS CORPO Doing Business As: GOVERNMENT P. O. BOX 37 MELBOURNE, F	COMMUNICATIONS SYST	EMS			X	98. DATEO (SE 10A. MODIFIC DJM-13-A 108. DATED (S	ATION OF CONTRAC	F/ÖRDER NO.
7.40076060		1	002		-	05/22/2013		
CODE 340276860	11. THIS IT	FACILITY CODE 0217152060 EM ONLY APPLIES TO AM		S OF SOLICE	TATIC	<u> </u>		
The shows numb	ered solicitation is amended as set						extended, is	not extended.
OFFER. If by virtue of makes reference to t		ange an offer already submitted	f, such change ening hour and	may be made date specified.	by tele	gram or letter,	provided each teleg	ram or letter
		S THE CONTRACT/ORDE						
	HIS CHANGE ORDER IS ISSUED DER NO. IN ITEM 10A.	PURSUANT TO: (Specify autho	vily) THE CHA	NGES SET FO	41 HTR	I ITEM 14 ARI	E MADE IN THE CC	NTRACT
X appr	HE ABOVE NUMBERED CONTRA opriation date, etc.) SET FORTH IN HIS SUPPLEMENTAL AGREEMEN	I ITEM 14, PURSUANT TO THE	E AUTHORITY	OF FAR 43.10		HANGES (suc	h as changes in pay	Ing office,
D. 0	THER (Specify type of modification	and authority)						
E. IMPORTANT: Contract		tred to sign this document and return						
	MENDMENT/MODIFICATION (Organized is issued to clarify previous of es of the items ordered through	ders under the above refere					ent contains all of	the correct
products and price	n, all lerms and condillons of the docume DF SIGNER (7ype or print)	nt referenced in Item 9A or 10A, es t					d elfect. FFICER (Type or pr	lnt)
products and price  Except as provided here  5A. NAME AND TITLE C	DF SIGNER (Type or print)							int)
products and price  Except as provided herei  ISA, NAME AND TITLE C	eeler, Contracts /			AND TITLE C	F CON	TRACTING O	FFICER (Type or pr	int) TE SIGNED



\*\*Since order #1 has not been processed at this time, the products will be delivered to USMS no later than 90 days from the effective date of this modification\*\*

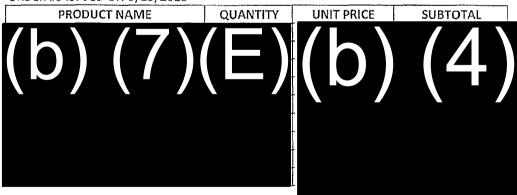
TOTAL \$574,000.00

ORDER #2 ISSUED ON 8/21/2013



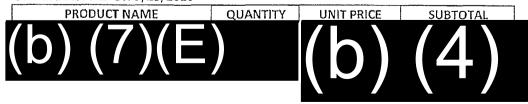
TOTAL \$464,000.00

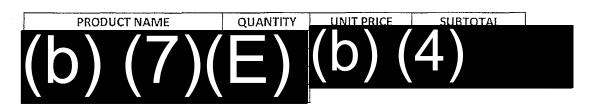
ORDER #3 ISSUED ON 9/13/2013



TOTAL \$523,000.00

ORDER #4 ISSUED ON 9/25/2013





TOTAL \$1,722,000.00

		ORDE	R FOR S	UPPLIES OR	SERVIC	ES						
IMPORTANT				nd/or order numbers.					UD TO			
04/30/2014			CONTRACT (7)(E)	NO. (II any)	a. NAME C	F CONSIGN	NEE	6.5	HIP TO	<u>:</u>		
3. ORDER N		4.	REQUISITIO	N/REFERENCE NO.	US Mars	shals - Tec	hnical	Operatio	ns Gro	nin		
(b) (7)(E)			(7)(E)			ADDRESS		Орогине	110 010	<u> </u>		
	OFFICE (Address	•	e to)		(b) (7)(F)							
PROCURE:	SHALS SERVIO MENT OFFICE				c. CITY					d. STATE	e. ZIP	CODE
9TH FLR. (	CS3 son Davis Hwy				(b) (7)(F)	<b>.</b>				(b) (7)(F		(b) (7)(F)
Alexandria,	VA 22301				f. SHIP VIA	١.						
a NAME OF	CONTRACTOR	7. TO:						0.771/DE	05.05	000		
	CORPORATIO	N			<del></del>			8. <b>T</b> YPE				
b. COMPAN					I —	JRCHASE			i	o. DELIVERY nstructions or	the i	reverse, this
Doing Business	As: GOVERNM	ENT COMM	UNICATIO	NS SYSTEMS,	Please fu	ICE YOUR:_ rnish the fo			i	delivery orde nstructions co	r is ntained	subject to on this side
c. STREET					both sides	d conditions s of this or	der and	on the		only of this f subject to the		
P. O. BOX	. 37					sheet, if sindicated.	any, i	ncluding		of the above-nu		
					10. DCO!!!	SITIONING	OFFICE					
d. CITY	· ·	·····	e. STATE	f. ZIP CODE	Ī	Aarshals - 1			ations	Groun		
MELBOU	RNE		FL	32902-0037	(b) (7)(	F)		our open	2110110	0.0up		
	TING AND APPRO	OPRIATION DA	TA		— (b) (7)(	F)						
See Lines												<del></del>
11. BUSINE	SS CLASSIFICAT	ION <i>(Check app</i> ER THAN SMALI		es)) SADVANTAGED	l d. WOMEN-C	WNED [	الد م ٦	JBZone	12. F.(	D.B. POINT		
ш	/ICE-DISABLED			D SMALL BUSINESS			_	1				
	AN-OWNED	<u> </u>		R THE WOSB PROG	RAM		DWOSE			nation		
		ACE OF		14. GOVERNMĒ	NT B/L NO.	OR BEF			О ТИІС	N 16. DISCOL	INI IEF	KMS
a. INSPECTION b. ACCEPTANCE						· I		0/2014		NH	ET 30	
Des	stination	Dest	ination									
			17	SCHEDULE (Se	e reverse f	or Reject	tions)					
ITEM NO.		SUPPLIES	OR SERVIC	ES	QUANT		VIT .	UNITPR	ICE	AMOUN	r :	QUANTITY
(a)			(b)		ORDEF (c)		d)	(e)		(f)		ACCEPTED (g)
	Delivery Date	: 07/30/2014	-014 = 1603/44-2		5 Bu : 1	4379 P		1895011 91				
	1		the above r	eferenced USMS								
	contract for a	combination c	of (b) (7)(E)	products. The spe	cific							
	products can b	e seen on pag	ge 3.									
							İ					
						1						
	See Continuat	ion Sheet(s)										
		PING POINT		19. GROSS SHIPPING	WEIGHT	20. INVOI	CENO					L.,
	16. 3/11/2	PING POINT		19. GRUSS SHIPPING	WEIGHT	20. 111001	CE NO.					
				21, MAIL INVOICE	TO:			<u></u>	-}	\$574,000.	00	17(h) TOT.
SEE BILL	ING a. NAME			21, MAIL INVOICE	10:	<del>-</del>	· ·		-	,		(Cont. pages)
INSTRUCT. ON	IONS	ırshals - Techr	nical Opera	tions Group								pages
REVERS	~	T ADDRESS (o		ions Group					╁			
	(b) (7)(F	)	•									17(i)
	c. CITY	, <u></u>				d. STATE	e. ZI	P CODE	1	\$574,000.	00	GRAND TOTAL
	(b) (7)(F					(b) (7)(F	(6	) (7)(F)				
22. UNITED	STATES OF AME		ature)				23. N	IAME (Typ		1		
4	5 IL								Ві	roderick Mor	r1S	
	, ) 1 , ,					<u></u>		TITLE: 0	ONTRA	ACTING/ORDE	RING O	FFICER

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			SUPPI	EMENTAI	INVOIC	ING INFOR	MATION			<u>.</u>
provided the second extend the second extend the second for the second for the second for the second extend the second extend the second extends t	ne following No other in d; contract ded totals. If parcel pos	or a copy thereof) may statement, (signed hydroce will be submitt number (if any), orde Prepaid shipping cost), the billing must be be billing period, cons	nay be and o ed." Her num ts will e supp	used by t dated) is c owever, if t ber, item n be indicate orted by a	he Contron (or at the Control of the	actor as the tached to) actor wishe ), descriptio separate ite ding or rece	e Contractor' the order: "F s to submit a n of supplies m on the inveigt. When se	Payment is an invoice, or service voice. Whe	requested the followin , sizes, qua re shipping	in the amount of g information must ntities, unit prices, costs exceed \$10
				REC	EIVING F	REPORT				
by me and	conforms to	ity Accepted" column o contract. Items liste	d belo	e face of thi	is order h en rejecte	as been: ed for the rea	inspe indicat	ed.	accepted,	received
SHIPMENT				TE NEGEIVE	,	SIGNATURE	OF AUTHORIZE	_D 0.3. GOV	I IXEL.	DATE
NUMBER	FINAL					ļ <u></u>				
TOTAL CONT	(AINERS	GROSS WEIGHT	RE	CEIVED AT		TITLE				
				REPOR	T OF RE	JECTIONS				
ITEM NO.	SUF	PLIES OR SERVICES		UNIT	QUANTIT	Y REJECTED		REASON	FOR REJECTI	ON
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# Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT PRICE ITEM NO. QUANTITY UNIT AMOUNT SUPPLIES/SERVICES EΑ 0001 EΑ 0002 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ 0007 TOTAL \$574,000.00

#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$296,000.00	2014 - 0324AD - A34 - A3401 - M - FWK1000F 31012
N/A	2	\$118,000.00	2014 - 0324AD - A34 - A3401 - M - FWK1000F 31011
N/A	3	\$160,000.00	2014 - 0324AD - A34 - A3401 - M - FWK1000F 31031
		TOTAL: \$574,000.00	



**Section 3 - Contract Clauses** 

Section 4 - List of Attachments

			P <u>r</u> int	Close	Help			
		~					· · · · · · · · · · · · · · · · · · ·	
Transaction Information  Award Type: Definitive	e Contract	Prepared D	ato.	04/30/2014 12	11:40 Pr	epared User:	(b)(6), (b)(7)(C)	
	Contract	•				•		
Award Status: Final		Last Modifi	ed Date:	04/30/2014 12	11:4/ La	st Modified User:	(b)(6), (b)(7)(C)	
Document Information								
	Agency Pro	ocurement Ide	entifier		Modif	ication No	Tra	ns No
Award ID:	1544 (b	(7)(E)		T	5		0	
Referenced IDV ID:								
Reason For Modification:	FUNDING ONL	Y ACTION						
Solicitation ID:	Agency Main	Sub						
	Identifier Accou		_		Initiat	ive		
Treasury Account Symbo	I: 15 032	4			Sele	ct One		•
Dates		Д	mounts					
Date Signed:	04/30/2014					Curren	· .	Total
Effective Date:	04/30/2014		ction Obli	•				2,811,000.00
Completion Date:	05/31/2014			xercised Option				3,334,000.00
Est. Ultimate Completion	Date: 05/31/2014	В	ase And A	All Options Value	•	\$574,	000.00 \$	5,370,000.00
		F	ee Paid fo	r Use of Indefini	e Deliverv Veh	icle:	\$0.00	
Purchaser Information							¥3.33	
Contracting Office Agency	y ID: 1544		Cor	ntracting Office	gency Name:	U.S. MARSHALS	SERVICE	
Contracting Office ID:	HQ005			ntracting Office I	-	OPERATIONS SU	nata in the contract of the co	
Funding Agency ID:	1544	.1 4 1011		iding Agency Na		U.S. MARSHALS		
Funding Office ID:	HQ009			nding Office Nan		INVESTIGATIVE	OPERATIONS I	DIVISION
Foreign Funding:	Not Applica	ible						
Contractor Information								
SAM Exception:							Remo	ve Exception)
DUNS No:	021715206			Stree		2400 PALM B	AY RD NE	
Vendor Name: DBAN:	HARRIS CORF	ORATION		Stree	t2:			
DBAN.				City:		PALM BAY	20005227	
				State Cour		FL Zip: UNITED STA	329053377	
				Phor		(321) 727-509		
				Fax		(321) 726-344		
				Cong	ressional Dist	rict: FLORIDA 08		
Business Category								Show Details
Organization Type	CORPORATE	NOT TAX	Business		<b>~</b>		·	Non-consideration and the second seco
Number of Employees	15500		Line Of E	porate Entity, No Business	rax Exempt			
State of Incorporation	DE			nufacturer of Goo				
Country of Incorporation	USA		√ Bot	h (Contracts and				
Annual Revenue	\$3,57	2,999,936		tion Factors Profit Organization	ın			
Contract Data			. , 01	. Tone Organization	••			
Type of Contract:				Firm Fixe	d Price			q
Multiyear Contract:				No				•
Major Program:								
National Interest Action:				None				
Cost Or Pricing Data:				No		•		
Purchase Card Used As P	ayment Method:			No				
Undefinitized Action: Performance Based Servi	ce Acquisition:			No No Son	ian who = DDA	in not consider		
* FY 2004 and prior; 80% (	or more specified	as performan	ce require	ment No - Sen	ice where PBA	is not used. •		

* FY 2005 and later; 50% or more s	pecified as performance requi	irement					
Contingency Humanitarian Peacek	eeping Operation:	Not Applicable					
Contract Financing:		Select One	•				
Cost Accounting Standards Clause	<b>ə</b> :	No - CAS waiver approved •					
Consolidated Contract:		No •					
Number Of Actions:		1					
Legislative Mandates		Principal Place of Performance					
Clinger-Cohen Act:	No •	·	State Location Country				
Service Contract Act:	No •	Principal Place Of Performance Code:	VA USA				
Walsh-Healey Act:	No •	Principal Place Of Performance County Name:	ALEXANDRIA CITY				
Davis Bacon Act:	No •	Principal Place Of Performance City Name:	ALEXANDRIA				
Interagency Contracting Authority:	: Not Applicable •	Congressional District Place Of Performance	e: 08				
Other Interagency Contracting State (1000 characters)	tutory Authority:	Place Of Performance Zip Code(+4):	22301 - 1001				
Product Or Service Information							
Product/Service Code:	D399 Description	1: IT AND TELECOM- OTHER IT AND TEL	ECOMMUNIC				
Principal NAICS Code:	541990 Description	1: ALL OTHER PROFESSIONAL, SCIENTI	FIC, AND TEC				
Bundled Contract:	Not a bundled requirement	•					
System Equipment Code:	. accert and a limited and a second	- 1, <u></u>					
Country of Product or Service	USA UNITED STATES						
Origin:							
Place of Manufacture:	Not a manufactured end proc	duct					
Domestic or Foreign Entity: Recovered	U.S. Owned Business						
Materials/Sustainability: InfoTech Commercial Item	No Clauses Included and No Select One	Sustainability Included •	OMB Policy on Sustainable Acquisition				
Category:							
Claimant Program Code:	Description	1:					
Sea Transportation:  GFE/GFP Provided Under This Action:	Select One  Transaction does not use GFE/GFP   Tran						
Use Of EPA Designated Products:	Not Required						
Description Of Requirement: (4000 characters)	10:1:09:5:00: - Commu	mication openoment					
	· · · · · · · · · · · · · · · · · · ·		•				
Competition Information							
Extent Competed For Referenced I	DV:						
Extent Competed:		Not Competed	•				
Solicitation Procedures:		Only One Source	•				
Type Of Set Aside:		No set aside used.					
Evaluated Preference:		No Preference used					
SBIR/STTR:		Select One					
Fair Opportunity/Limited Sources:		Select One					
Other Than Full And Open Compet	ition:	Only One Source-Other (FAR 6,302-1 of	her)				
Local Area Set Aside:		No •					
FedBizOpps:		No •					
A76 Action: Commercial Item Acquisition Proc	edures:	No •					
Number Of Offers Received:	cuulcs.	Commercial Item	•				
Small Business Competitiveness D	lemonetration Program	1					
Commercial Item Test Program:	remonstration Program:	No.					
Preference Programs / Other Data		No •					
-							
Contracting Officer's Business Siz	e Selection:	Other than Small Business •					
Subcontract Plan:		Plan Not Required	•				

(b) (7)(E)

Price Evaluation	Percent	Difference:
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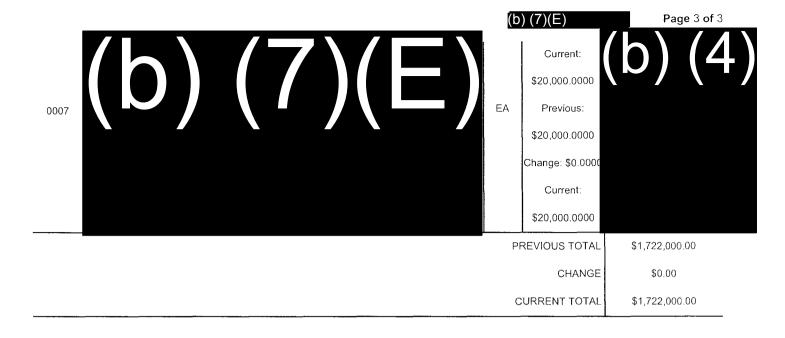
0 %

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				(b) (7)(E)			OMB Clearance Control Number : 1103-0018		
2. AMENDMENT/	MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQ	. NO.	5. PF	ROJECT NO. (If applicable		
0001		09/26/2013	(b) (7)(E)			\			
6. ISSUED BY	CODE	MMFSDP	7. ADMINISTERED BY (If o	her thar	n Item 6)	CODE	MMISD		
PROCURI 9TH FLR. 2604 Jeffe	SHALS SERVICE EMENT OFFICE CS3 rson Davis Hwy a, VA 22301		UNITED STATES INVESTIGATIVE 2604 Jeffereson Da Alexandria, VA 223	OPER	ATIONS I				
8. NAME AND AD	DDRESS OF CONTRACTOR (No., street, country, state	te and ZIP Code)		(X)	9A. AMENDI	MENT OF SO	LICITATION NO.		
Doing Business GOVERNI P. O. BOX	MENT COMMUNICATIONS SYSTEM	4S		X	10A. MODIF		CONTRACT/ORDER NO.		
CODE 34027	6860 F	ACILITY CODE 02171520600	003	1	09/25/201	13			
	<del></del>	ONLY APPLIES TO AM		TATIO	DNS				
The above	e numbered solicitation is amended as set forth	n in Item 14. The hour and da	te specified for receipt of Of	ers		is extended,	is not extended		
makes refere	A. THIS CHANGE ORDER IS ISSUED PUR ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ appropriation date, etc.) SET FORTH IN ITI	31012-3121  ILY APPLIES TO MODIF THE CONTRACT/ORDER RSUANT TO: (Specify author	ICATION OF CONTRACT NO. AS DESCRIBED II	TS/O NITEM RTH II	RDERS. M 14. NITEM 14 A.	RE MADE II	N THE CONTRACT		
	C. THIS SUPPLEMENTAL AGREEMENT IS  D. OTHER (Specify type of modification and		NT TO AUTHORITY OF:	· · · · · · · · · · · · · · · · · · ·					
E. IMPORTANT		to sign this document and return o							
This modifi	on OF AMENDMENT/MODIFICATION (Organized by cation is issued to change the delivery of and conditions remain unchanged.			`		n 11/25/20	13 to 12/15/2013. /		
	led herein, all terms and conditions of the document re	eferenced in Item 9A or 10A, as he	retofore changed, remains unchanged, CON	ITRACTING	OFFICER (	Type or print)			
15B. CONTRACT		15C. DATE SIGNED	By	AME			16C. DATE SIGNED		
	Signature of person authorized to sign)		(Signature	of Con	tracting Office	er)	09/26/2013		
NSN 7540-01-15 Previous edition			7				ORM 30 (REV. 10-8 FAR (48 CFR) 53 243		

# Section 2 - Commodity or Services Schedule

This order is issued against the above referenced USMS contract for a combination of (b) (7)(E) products. Please review the following pages in order to view the specific products. All other terms and conditions remain unchanged.

# SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ



#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	Previous : \$1,722,000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
		Change: \$0.00	
		Current : \$1,722,000.00	
		PREVIOUS: \$1,722,000.00	
		CHANGE: \$0.00	
		CURRENT: \$1,722,000.00	

Section 3 - Contract Clauses

No Clauses

Section 4 - List of Attachments

No Clauses

Exhibits and Attachments

No Attachments

		ORDER FO	R SUPPLIES OR	SERVICE	S				e Control Number:
			act and/or order numbers.						3-0018
1. DATE OF (			ACT NO. (If any)	NAMEO	E CONOLON	6. SHIP TO:	(b)(6), (b	o)(7)(C)	
09/25/2013 3. ORDER N		(b) (7)(E)	SITION/REFERENCE NO.	┥	F CONSIGN				
(b) (7)(E)	0.	(b) (7)(E)	STION/REFERENCE NO.			MARSHALS S	ERVIC	E	
	DEFICE (Address (	correspondence to)	<u>_</u>	b. STREET					
	HALS SERVIC			INVESTI	GATIVE (	OPERATIONS 1	DIVIS		
	MENT OFFICE			c. CITY				d. STATE e. 2	ZIP CODE
9TH FLR. C	CS3 on Davis Hwy			(b) (7)(F)			_	(b) (7)(F	(b) (7)(F)
Alexandria,				f. SHIP VIA					
		7. TO:							
	CONTRACTOR					8. TYPE	OF OR	DER	
	ORPORATION	l 		a. PU	RCHASE		X b.	DELIVERY E	xcept for billing
b. COMPANY			TIONS SYSTEMS	REFEREN			de	structions on the elivery order i	s subject to
c. STREET A		SIVI COMMONICA	TIONSSISIEMS			llowing on the specified on	in	structions contain nly of this form	ed on this side
P. O. BOX				both sides	of this ord	ler and on the lany, including	SI	ubject to the terms	s and conditions
1. O. BOX	37			delivery as		any, moduling	01	f the above-number	red contract.
				10 REOUI	SITIONING (	DEFICE			
d. CITY		le. ST.	ATE   f. ZIP CODE			S SERVICE			
MELBOU	RNE	<b>I</b>	L 32902-0037	PROC	UREMEN'	TOFFICE			
9. ACCOUNT	TING AND APPRO	PRIATION DATA	<u> </u>	91H F	LR. CS3 efferson D	avis Hwy			
USMS-201	3-0324AD-A34	-A3401-M-FWK10	00F-31012-3121	Alexar	idria, VA 2	22301			
		ON (Check appropriate				-	12. F.O	.B. POINT	
	L X b. OTHER		c. DISADVANTAGED	d. WOMEN-C	WNED	e. HUBZone			
	ICE-DISABLED AN-OWNED		WNED SMALL BUSINESS ( JNDER THE WOSB PROGE		h. EC	)WOSB	Destin	ation	
VETERV	13. PLA		14. GOVERNMEN		15. DELI\	/ER TO F.O.B. P	10 TNIC	16. DISCOUNT	TERMS
a. INSPECTI	ON	b. ACCEPTANCE			OR BEFO	RE (Date)			
						11/25/2013		NET 3	30
Acc	eptance							. L <u></u>	
			17. SCHEDULE (See	e reverse f	or Reject	ions)			
ITEM NO.		SUPPLIES OR SE	RVICES	ORDEF QUANT		IT UNIT PR	ICE	AMOUNT	QUANTITY ACCEPTED
(a)		(b)		(c)		l) (e)		(f)	(g)
	Delivery Date	: 11/25/2013	in with integral of control haden				-+	· · · · · · · · · · · · · · · · · · ·	
	1		ove referenced USMS	•					
		ombination of (b) (7				l	- [		Į.
	Please review t	the following pages	in order to view the spec						
	products. All o	ther terms and cond	itions remain unchanged	.					
				}			1		
				}	Ì				
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	]								
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	See Continuati	on Sheet(s)			1	1	1		}
	18. SHIPP	ING POINT	19. GROSS SHIPPING	WEIGHT	20. INVOIC	CE NO	$T^{\perp}$		
						22.10.			
	<u> </u>		21. MAIL INVOICE T	<u> </u>	L		-	\$1,722,000.00	17(h) TOT.
SEE BILLI		·	21. WAL INVOICE	<u> </u>			1		(Cont. pages)
INSTRUCTI ON		STATES MARSH	ALS SERVICE				1		' ' '
REVERS	· —	T ADDRESS (or P.O. E					╁──	<del> </del>	
	1		TIONS DIVISION, 2604	Teffereson I	Javis High	W/3V			17(i)
	c. CITY	DOLLIOI	21, 151011, 2007	201101030111	d. STATE	e. ZIP CODE	1	\$1,722,000.00	GRAND TOTAL
	Alexandi	ria			VA	22301			TOTAL
22. UNITED		RICA BY (Signature)		<u> </u>	* 4 %	23. NAME (Typ	ed)		
(	$( \langle \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $							oderick Morris	
	1)15					TITLE: C	ONTRA	CTING/ORDERING	G OFFICER

						(b) (r)(L)	. age 2 01 0
		S	UPPLEMENT	AL INVO	CING INFOR	RMATION	
provided \$ be provid and exter (except for	the following.  No other in ed; contract aded totals. It parcel pos	or a copy thereof) may statement, (signed nvoice will be submitte number (if any), order Prepaid shipping costs	ay be used by and dated) is ed." However, r number, items will be indicated by	y the Cont on (or a if the Cont n number(s ated as a a bill of la	tractor as the trached to) tractor wishes, description separate iterating or rece	e Contractor's invoice, instead of the order: "Payment is request is to submit an invoice, the follow in of supplies or service, sizes, of im on the invoice. Where shipping ipt. When several orders are inv	ed in the amount of ving information must quantities, unit prices, ng costs exceed \$10
			RI	CEIVING	REPORT		
•		ity Accepted" column on contract. Items listed				inspected, accepted asons indicated.	ed, received
NUMBER			DATE RECEI			OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CON	NTAINERS	GROSS WEIGHT	RECEIVED A	Т	TITLE		
		J	REP	ORT OF R	I EJECTIONS	<b>3</b>	
ITEM NO.	SUF	PLIES OR SERVICES	UNIT	QUANTI	TY REJECTED	REASON FOR REJE	CTION
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# Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO. 0001 EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ 0007 TOTAL \$1,722,000.00

# **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$1,722,000.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F 31012
,		TOTAL: \$1,722,000.00	

**Section 3 - Contract Clauses** 

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# Section 4 - List of Attachments

Exhibits and Attachments

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Transaction Information						
Award Type: Definitive	e Contract Prepared	Date: 09/25	/2013 11:52:10	Prepare	ed User: (b)(6), (b)	(7)(C)
Award Status: Final	Last Mod	ified Date: 09/25	6/2013 11:52:44	Last Mo	odified User: (b)(6), (b)	(7)(C)
Document Information						
	Agency Procurement I	dentifier		Modificatio	on No	Trans No
Award ID:	1544 (b) (7)(E)			4		0
Referenced IDV ID:	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )					
Reason For Modification:	ADDITIONAL WORK (NEV	V AGREEMENT,F	AR PART 6 AP			
Solicitation ID:						
	Agency Main Sub Identifier Account Accoun	•		Initiative		
Treasury Account Symbo				Select On	ಎ	
				00.000.011		-
Dates		Amounts				
Date Signed:	09/25/2013	Action Obligation:			Current \$1,722,000.00	Total \$2,237,000.00
Effective Date:	09/25/2013	Base And Exercise	ed Options Value:		\$1,722,000.00	\$2,760,000.00
Completion Date:	11/25/2013	Base And All Option			\$1,722,000.00	\$4,796,000.00
Est. Ultimate Completion	Date: 11/25/2013	•			¥ 1,1 ==,1 ¥ 1.1 =	<b>7</b> 1,1 <b>2</b> 2,1 = 2 1 2
		Fee Paid for Use of	f Indefinite Delive	ry Vehicle:	\$0.00	
Purchaser Information						
Contracting Office Agenc	y ID: 1544	Contracting	g Office Agency N	Name: U.S	S. MARSHALS SERVIC	E
Contracting Office ID:	HQ005	Contracting	g Office Name:	OF	ERATIONS SUPPORT	TEAM
Funding Agency ID:	1544	Funding A	gency Name:	U.S	S. MARSHALS SERVIC	E
Funding Office ID:	HQ009	Funding Of	ffice Name:	IN/	ESTIGATIVE OPERAT	TIONS DIVISION
Foreign Funding:	Not Applicable	•				
Contractor information						
SAM Exception:					= * * * * * * * * * * * * * * * * * * *	Remove Exception)
DUNS No:	021715206		Street:		2400 PALM BAY RD N	IE
Vendor Name:	HARRIS CORPORATION		Street2:			
DBAN:			City:		PALM BAY	
			State:		FL <b>Zip</b> : 329053	377
			Country:		UNITED STATES	
			Phone:		(321) 727-5095	
			Fax No:		(321) 726-3447	
			Congressiona	al District:	FLORIDA 08	
Business Category						Shray Details
Organization Type	CORPORATE NOT TAX	Business Types	Entity, Not Tax Exe	mnt		
Number of Employees	15500	Line Of Busines	S	пърс		
State of Incorporation	DE	√Manufactur Relationship Wit	er of Goods th Federal Govern	ment		
Country of Incorporation	USA	√ Both (Contr	acts and Grants)			
Annual Revenue	\$3,572,999,936	Organization Fac For Profit O				
Contract Data			. 9 2			
Type of Contract:			Firm Fixed Price			
Multiyear Contract:			No •			1
Major Program:						
National Interest Action:			None			
Cost Or Pricing Data:			No			
Purchase Card Used As P	ayment Method:		No •			
Undefinitized Action:			No			
Performance Based Servi * FY 2004 and prior; 80% of	ce Acquisition: or more specified as performa	nce requirement	No - Service when	e PBA is no	t used.	

* FY 2005 and later; 50% or more s	pecified as performance requi	rement	i
Contingency Humanitarian Peacek	•	Not Applicable	,
Contract Financing:	, .	Select One	
Cost Accounting Standards Clause	::	No - CAS waiver approved	
Consolidated Contract:		No •	
Number Of Actions:		1 .	
Legislative Mandates		Principal Place of Performance	
Clinger-Cohen Act:	No •	·	State Location Country
Service Contract Act:	No •	Principal Place Of Performance Code:	VA USA
Walsh-Healey Act:	No •	Principal Place Of Performance County Name:	ALEXANDRIA CITY
Davis Bacon Act:	No •	Principal Place Of Performance City Name:	ALEXANDRIA
Interagency Contracting Authority:	Not Applicable •	Congressional District Place Of Performance	
Other Interagency Contracting Stat	utory Authority:	Place Of Performance Zip Code(+4):	22301 - 1001
(1000 characters)			1001
	<u>.</u>		
	20 ·		
Product Or Service Information			
	D200 Danamati	TAND TELECOM OTHER IT AND TELE	
Product/Service Code:		IT AND TELECOM- OTHER IT AND TELE	
Principal NAICS Code:		1: ALL OTHER PROFESSIONAL, SCIENTIF	-IC, AND TEC
Bundled Contract:	Not a bundled requirement	·	
System Equipment Code:			
Country of Product or Service Origin:	USA UNITED STATES		
Place of Manufacture:	Not a manufactured end prod	luct .	1
Domestic or Foreign Entity:	U.S. Owned Business	1	
Recovered	No Clauses Included and No	Sustainability Included .	OMB Policy on Sustainable Acquisition
Materials/Sustainability: InfoTech Commercial Item Category:	Select One	1	
Claimant Program Code:	Description		
Sea Transportation:	Select One	and the second of the second o	
GFE/GFP Provided Under This	Transaction does not use GF	FIGER 1	
Action: Use Of EPA Designated Products:			
Description Of Requirement: (4000 characters)	11 OF CLUED SIDDE A CLUBS	Frow Great	•
			в
Competition Information			
Extent Competed For Referenced II	DV:		
Extent Competed:		Not Competed	•
Solicitation Procedures:		Only One Source	
Type Of Set Aside:		No set aside used.	•
Evaluated Preference:		No Preference used	• •
SBIR/STTR:		Select One	
Fair Opportunity/Limited Sources:		Select One •	
Other Than Full And Open Competi	ition:	Only One Source-Other (FAR 6.302-1 other	ner)
Local Area Set Aside:		No •	
FedBizOpps:		No ·	
A76 Action:		No •	
Commercial Item Acquisition Proce Number Of Offers Received:	eaures:	Commercial Item	•
	ann ann a taite an B	1 	
Small Business Competitiveness D	emonstration Program:	<u></u>	
Commercial Item Test Program:		No •	
Preference Programs / Other Data		•	l
Contracting Officer's Business Size	Selection:	Other than Small Business •	
Subcontract Plan:		Plan Not Required	
l .			

Price Evaluation Percent Difference: 0 %

AMENDMENT OF SOLICITATION	N/MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE (	DF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT	NO. (If app	
0001	See Block 16C	NA				
6. ISSUED BY CODE		7. ADMINISTERED BY (II	other than Item 6)	CODE		
U.S. Marshals Service Headquarters Contracts - FSD Crystal Square #3, 9th Floor 2604 Jefferson Davis Hwy Alexandria, VA 22301-1025 8. NAME AND ADDRESS OF CONTRACTOR (No., street.	county. State and ZIP Code)		(X) 9A. AMENDMEI	NT OF SOLICIT.	ATION	
11 : 0	,	-	NO.			
Harris Government Communications Sys P.O. Box 37 Melbourne, FL 32902-0037	tems		98. DATED (SE	E ITEM 11)		
			10A. MODIFICA (b) (7)(E) 10B. DATED (S.		RACT/ORE	DER NO.
	ACILITY CODE		09/29/2011	·····		
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
or (c) By separate letter or telegram which includes a refere PLACE DESIGNATED FOR THE RECEIPT OF OFFERS amendment your desire to change an offer already submitted and this amendment, and is received prior to the opening has a ACCOUNTING AND APPROPRIATION DATA (If required).  13. THIS ITEM	copies of the amendmeence to the solicitation and amprior TO THE HOUR AND Ded, such change may be made tour and date specified.  THE CONTRACT/OF  TRSUANT TO: (Specify author)  TORDER IS MODIFIED TO RESUANT TO THE AUTHORITIES ENTERED INTO PURSUANT Authority of authority)	ent; (b) By acknowledging rece endment numbers. FAILURE of the SPECIFIED MAY RESULT by telegram or letter, provided to the second of the secon	ipt of this amendment of YOUR ACKNOWLE LT IN REJECTION OF id each telegram or letter  UTRACTS/ORDEF BED IN ITEM 14. ARE M  VE CHANGES (such a	on each copy of EDGMENT TO E YOUR OFFER. or makes referen	BE RECEIVE If by virtue noce to the se	ED AT THE of this olicitation  ORDER NO.
14 DESCRIPTION OF A MENDMENT (A DESCRIPTION (O	,	_				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (O The purpose of bilateral modification 000 agrees to the following: 1. That all supplies/services have been d	1 is to close out Purc			ere reasions.) entirety. Th	e contra	ctor
2. All invoices have been issued and paid See page 2 of 2						
000 page 2 01 2						
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	document referenced in Item 9	0A or 10A, as heretofore chang 16A. NAME AND TITLE OF	-			<u>l.</u>
Brian W. Curry, Contracts Manager		Broderick Morris				
15B. CONTRACTOR/OFFEROR  Brian W. Curry    Special Contract Contra	15C, DATE SIGNED	16B. UNITED STATES OF	AMERICA		1	TE SIGNED
(Signature of person authorized to sign)	01/07/2014	(Signatur	e of Contracting Officer	<del></del> )	-105	idio acil
NSN 7540-01-152-8070				NDARD FO	RM 30 75	REV 10-831

Previous edition unusable

Prescribed by GSA FAR (48 CFR) \$3,243

Your signature on this modification constitutes your understanding and agreement that all outstanding obligations incurred within this contract have been satisfied. Therefore, it is further understood and agreed that the Government shall not be held liable for the payment of any future invoices that may be submitted under this contract.

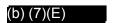
You have 10 calendar days to sign and return this modification. Failure to sign and return this modification within the stated time period shall be considered acceptance of the above statement in whole and releases the Government from any future liability stemming from or related to this order.

AMENDMENT OF SOL	.ICITATION/N	ODIFICATION OF CONT	RACT		1,	CONTRACT ID CODE	PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PUR	CHASE REQ. NO.		5. PROJECT NO. (IF	APPLICABLE)			
M-001		See blk. 16c		N/A						
5. ISSUED BY	CODE		7. ADMINISTERED B	<del></del>	(IF OTHER TH	4N ITEM 6)				
	0 - :		Comp. on blo	CODE						
United States Marshals P.O. Box 2326	Service		Same as bloo	СК 6.						
Arlington, VA 22202										
Attn: Donnell R. Sam										
. NAME AND ADDRESS OF CONTRA	CTOR	(No., street, county, State and Zip Code	)	()9a	AMENDMENT OF SOL	ICITATION NO.				
Harris Corporation										
dba Government Comr	nunications S	vstems		98	. DATED (SEE II	EM 11)				
P.O. Box 37		,								
Melbourne FL 32902-0	037			10	A. MODIFICATIO	N OF CONTRACT/ORDER N	10			
				×	(b) (7	)(E)				
OODE	ГА	CILITY CODE		10	B. DATED	(SEE ITEM 13) 9/2011				
CODE 11		CILITY CODE  ONLY APPLIES TO AME	NDMENTS OF SOLIC	CITATIONS	9/2	9/2011				
		h in Item 14. The hour and date specified for		717/110110	×	is extended,	is not ex			
tended.						-				
ffers must acknowledge receipt	of this amendment p	rior to the hour and date specified in th	ne solicitation or as amended, by	one of the following me	thods:					
		copies of the amendment; (b) B								
	_	ncludes a reference to the solicitation								
		ED FOR THE RECEIPT OF OFFERS								
		amendment you desire to change an o te to the solicitation and this amendme								
. ACCOUNTING AND APPROPRIATION DA										
	· · · · · · · · · · · · · · · · · · ·	N/A								
13		APPLIES ONLY TO MOI								
( ) In This countries		ES THE CONTRACT/OR		CHANGES SET FORTH IN		THE CON				
	R NO, IN ITEM 10A.	JRSUANT TO: (Specify authority)	IFIC	CHANGES SET FORTH IN	THEM 14 ARE MADE IN	THE CON-				
B. THE ABOVE NUM	IBERED CONTRACT/ORDS	R IS MODIFIED TO REFLECT THE ADMINISTRAT	TVE CHANGES		(such as ch	anges in paying office,				
appropnation data		RTH IN ITEM 14, PURSUANT TO THE AUTHORITY	OF FAR 43.103(B).							
		rered into pursuant to authority of: Inges - Fixed Price)								
	ecify Type of modification	<del></del>								
	, -,,	,								
	ontractor	is not, X		gn this document a		copies to the issu	ing office			
4. DESCRIPTION OF AMENDMENT/	MODIFICATION	(Organized by UC⊁ section	n headings, including solicitation/contr	act subject matter where fe	asible.)					
. The purpose of this	s modificatio	n is to re-establish the d	lelivery date as follov	vs:						
From: 02/01/2012	To:	9/27/2012								
2. All other terms and	conditions i	emain unchanged.								
		ced in Item 9A or 10A, as heretofore changed, remain								
5A. NAME AND TITLE OF SIGNER	(TYPE	OR PRINT)	16A. NAME AND TIT	LE OF CONTRACTING OF	FICER		(TYPE OR PRINT)			
			Do	nnell R. Sam						
5B. CONTRACT/OFFEROR		15c, DATE SIGNED	16B UNITED STATES OF				16C DATE SIGNED			
E. E. T. T. T. T. T. T. T. T. T. T. T. T. T.		ISS. DATE SIGNED	TOO UNITED STATES OF	CHIENDA			TOO DATE SKINED			
_			Ву							
(Signature of pers	on authorized to sign)	_	-	18: 4 40 : : 0//			1			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

SEE BILLING INSTRUCTIONS ON REVERSE  a. NAME Technical Operations Group - (b)(6), (b)(7)(C) b. STREET ADDRESS (or P.O. Box)  (Cont pages, Technical Operations Group - (b)(6), (b)(7)(C)  b. STREET ADDRESS (or P.O. Box)  (b) (7)(F)				OR	DER	FOR S	UP	PLIES	OR S	ERVIC	ĒS					OMB Cle	arance (	Control	Number:
99/29/2011   107/16   108/16/16/16/16/16/16/16/16/16/16/16/16/16/				s and pap					mbers.				6	SHIP T	-O-		1103-	0018	
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Declaration and the disputation of the services of the decision of the decision of the service				7									8. TYF	E OF	ORDE	R			
Delivery Date: 02/01/2012    Delivery Date: 02/01/2012   BPA for [Dry/IE] Hartware and Accessories, Regulation on Supple Project Code Listing: FWB 1000F-2000F   Complete Project Code Listing: FWB 1000F-2000F   Delivery Date: 02/01/2012   See Boll. 1/02/4   D.C. STSPEET ADDRESS (or P.O. Box)   Delivery Date: 02/01/2012   See Continuation Sheet(s)   Delivery Date: 02/01/2012   Delivery Date: 0										1 —				$\perp$	b. E	ELIVERY	Exc	ept for revers	billing e, this
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Secontine and Appropriate backers    Secontinuation Sheet(s)   12. F.O.B. POINT   13. 2902-0037   (b) (7)(F)   (c)   (c)   (c)   (d)   (e)   (f) (f) (f) (f) (f) (f) (f) (f) (f) (f)										10. REQUI	SITIO	NING OF	FICE						
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11. BUSNESS CLASSIFICATION (Crock appropriate box(es))			10.40000		110070			32902-	0037	(b) (7)( (b) (7)(	F) F)								
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13. PLACE OF a. INSPECTION b. ACCEPTANCE  14. GOVERNMENT BL. NO. OR BEFORE (Date) 02/01/2012 NET 30  15. DELIVER TO F.O.B. POINT ON 16. DISCOUNT TERMS OR BEFORE (Date) 02/01/2012 NET 30  17. SCHEDULE (See reverse for Rejections)  ITEM NO. (a)  Delivery Date: 02/01/2012 BPA for (D) (7/(E)) BPA for (D) (7/(E)) BPA for (D) (7/(E)) Complete Project Code Listing: FWB1000F/2000F  Contractor shall contact the Contracting Officer regarding delivery date of (D) (7/(E)) BPA for (D) (7/(E)) Contractor shall contact the Contracting Officer regarding delivery date of (D) (7/(E)) See Continuation Sheet(s)  18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO.  21. MAIL INVOICE TO: a. NAME Technical Operations Group - (D) (6) (B) (T) (O) b. STREET ADDRESS (or P.O. Box)  17(i) TOTAL  22. UNITED STATES OF AMERICA BY (Signature)  23. NAME (Typed) Donnell Sam	a. SMAI	_L		<u></u> b.	OTHER	THAN SM	ALL.		Ⅎ					1					
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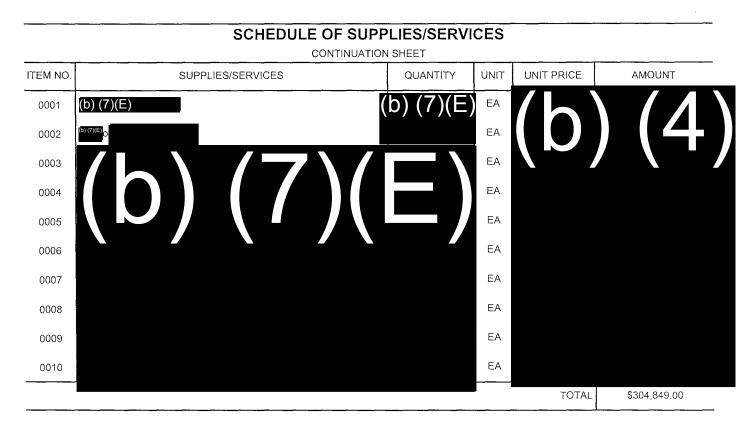


SUPPLEMENTAL	

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \_\_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

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# Section 2 - Commodity or Services Schedule



### **FUNDING DETAILS:**

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$304,849.00	2011 - 0324A A3408 FWB1000F 3100
	-	TOTAL: \$304,849.00	

## Section 3 - Contract Clauses

G-1 I	nvoice Requirem	ents	
(a)	Invoicing an	d Payments	
	Contractor will Illowing inform		n original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	der (Appears on every invoice	sheet)
(i) Numb (ii) (iii) (iv) (v) (vi)	per and Tax Ic Contract Nu	lentification Number (Social Sember mber quirement/Title nber	Veb site Addresses), Telephone Number, and Facsimile ecurity Number if the Contractor is an individual)
	(2)	Certification (Completed by C	Government)
		he best of my knowledge and d and accepted, and the invoic	belief that the supplies and/or services shown on this invoice se is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material co	st, to include original supplier's invoices.
(4) voice		all be submitted on a monthly s of the contract.	basis only and must be submitted in accordance with the In-

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

# United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

## H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software, and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

# 1. <u>DESCRIPTION OF EQUIPMENT</u>

Under this agreement, the USMS is procuring Harris' (b) (7)(E) hardware and software. (b) (7)(E) (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.



CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

#### USMS-0001 Release of Residual Funds (\$100 or Less)

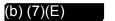
The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)

USMS-0002 Release of Residual Funds (Greater Than \$100)

(End of Clause)

# If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all out-

ize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)(End of Clause)



# Section 4 - List of Attachments

Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) Statement of Work	2

			UPPLIES OR	SERVIC	ES						ntrol Number:
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				delivery a				0.	the above-har	iiberea ee	midot.
				10. REQU	ISITIONI	ING OFFIC	<u>_</u>				
d. CITY		e. STATE	f, ZIP CODE	Techn	ical Op	erations	Group				
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	AND APPROPRIATION D			(D) (7)	(F)		•				
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# Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT PRICE **AMOUNT** ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT (b) (7)(E)EΑ 0001 EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 EΑ 0006 ĘΑ 0007 EΑ 8000 EΑ 0009 EΑ 0010 TOTAL \$304,849.00

## **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$304,849.00	2011 - 0324A A3408 FWB1000F 3100
	1	TOTAL: \$304,849.00	

#### Section 3 - Contract Clauses

Claus	ses By Full Te	xt	
G-1 I	nvoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
The ( the fo	Contractor will bllowing inform	submit, on a monthly basis, a nation:	an original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	der (Appears on every invoic	e sheet)
(i) Numl			Web site Addresses), Telephone Number, and Facsimile Security Number if the Contractor is an individual)
(ii)	Contract Nu	mber	
(iii)	Contract Re	quirement/Title	
(iv)	Invoice Nun	nber	
(v)	Invoice Date	Э	
(vi)	Invoice Time	e Period	
	(2)	Certification (Completed by	Government)
		he best of my knowledge and d and accepted, and the invo	belief that the supplies and/or services shown on this invoice ce is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material co	ost, to include original supplier's invoices.

- (4) Invoices shall be submitted on a monthly basis only and must be submitted in accordance with the Invoice Requirements of the contract.
- (5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

(b) (7)(E)

# United States Marshal Service Technical Operations Group(TOG)



Attn(b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software. and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

## H-2 Description of Equipment

## 1. DESCRIPTION OF EQUIPMENT

Under this agreement, the USMS is procuring Harris' (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

# CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

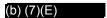
(End of Clause)

#### USMS-0001 Release of Residual Funds (\$100 or Less)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts) (End of Clause)

#### USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)(End of Clause)



# Section 4 - List of Attachments

Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) Statement of Work	2

AMENDMENT OF SOLICITATION	MODIFICATION (	OF CONTRACT	1. CONTRACT ID C	ODE	PAGE OF PAGE	S
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCE	HASE REQ. NO.	5. PROJEC	T NO. (If applicable)	
0001	See Block 16C	NA				
6 ISSUED BY CODE		7. ADMINISTERED BY (	If other than Item 6)	CODE		
U.S. Marshals Service Headquarters Contracts - FSD Crystal Square #3, 9th Floor 2604 Jefferson Davis Hwy Alexandria, VA 22301-1025						
8 NAME AND ADDRESS OF CONTRACTOR (No., street, c	ounty, State and ZIP Code)	——————————————————————————————————————	(X) 9A, AMENDME	NT OF SOLIC	TATION	
Harris Government Communications Syste P.O. Box 37 Melbourne, FL 32902-0037	ems			ATION OF COI	NTRACT/ORDER NO.	
			(b) (7)(E)			
CODE	CILITY CODE		09/30/2011			
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
B. THE ABOVE NUMBERED CONTRACT/C date, etc.) SET FORTH IN ITEM 14, PUF  C. THIS SUPPLEMENTAL AGREEMENT IS  D. OTHER (Specify type of modification and	ce to the solicitation and ame HOR TO THE HOUR AND Do it, such change may be made ur and date specified.  d)  NLY APPLIES TO MO THE CONTRACT/OR SUANT TO: (Specify authority)  PROPER IS MODIFIED TO RE SUANT TO THE AUTHORIT  ENTERED INTO PURSUAN  authority)	endment numbers. FAILURE ATE SPECIFIED MAY RESU by telegram or letter, provid  DDIFICATION OF CO DER NO. AS DESCR by THE CHANGES SET FO: EFLECT THE ADMINISTRAT Y OF FAR 43.103(b).  NT TO AUTHORITY OF:	OF YOUR ACKNOWL JLT IN REJECTION OF ed each telegram or let  NTRACTS/ORDE JBED IN ITEM 14 RTH IN ITEM 14 ARE N  IVE CHANGES (such a	EDGMENT TO YOUR OFFEI ter makes refer RS.	DE RECEIVED AT THE R. If by virtue of this rence to the solicitation	).
FAR 4.804 CLOSEOUT BY TH	IE OFFICE ADMINIS	STERING THE CON	TRACT			
E. IMPORTANT: Contractor is not,	is required to sign this	document and return	1 copi	es to the is	suing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org. The purpose of bilateral modification 0001 agrees to the following:  1. That all supplies/services have been de 2. All invoices have been issued and paid See page 2 of 2  Except as provided herein, all terms and conditions of the de 15A. NAME AND TITLE OF SIGNER (Type or print)	is to close out Purch livered, and in full.	hase Order I <mark>(b) (7</mark>	(E) in its	entirety. T		
Brian W. Curry, Contracts Manager		Broderick Morris				
15B. CONTRACTOR/OFFEROR Brian W. Curry  Control of the Control of	15C. DATE SIGNED 01/07/2014	1 / 11	AMERICA		16C. DATE SIGNE	
(Signature of person authorized to sign)		(Signatu	re of Contracting Office	<u> </u>	l	
NSN 7540-01-152-8070			STA	NDARD F	ORM 30 (REV. 10-83	Υ

Previous edition unusable

Your signature on this modification constitutes your understanding and agreement that all outstanding obligations incurred within this contract have been satisfied. Therefore, it is further understood and agreed that the Government shall not be held liable for the payment of any future invoices that may be submitted under this contract.

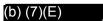
You have 10 calendar days to sign and return this modification. Failure to sign and return this modification within the stated time period shall be considered acceptance of the above statement in whole and releases the Government from any future liability stemming from or related to this order.

AMENDMENT OF SOLICITATION	MODIFICATION C	OF CONTRACT	1. CONTRACT ID CO	DE PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	IASE REQ. NO.	5. PROJECT NO. (If applicable)
0001	See Block 16C	NA		
6. ISSUED BY CODE		7. ADMINISTERED BY (/	f other than Item 6)	CODE
U.S. Marshals Service Headquarters Contracts - FSD Crystal Square #3, 9th Floor 2604 Jefferson Davis Hwy Alexandria, VA 22301-1025				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, c	ounty, State and ZIP Code)	1		T OF SOLICITATION
Harris Government Communications Syste P.O. Box 37 Melbourne, FL 32902-0037	ems		NO.  9B. DATED (SEE	TION OF CONTRACT/ORDER NO.
CODE	CILITY CODE		09/30/2011	
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS	
Offers must acknowledge receipt of this amendment prior to (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a referent PLACE DESIGNATED FOR THE RECEIPT OF OFFERS Pramendment your desire to change an offer already submitted and this amendment, and is received prior to the opening hor 12. ACCOUNTING AND APPROPRIATION DATA (If required)	copies of the amendmer ce to the solicitation and ame RIOR TO THE HOUR AND DA to such change may be made our and date specified.	nt; (b) By acknowledging rece endment numbers, FAILURE ATE SPECIFIED MAY RESU	eipt of this amendment of OF YOUR ACKNOWLE LT IN REJECTION OF Y	o neach copy of the offer submitted; DGMENT TO BE RECEIVED AT THE OUR OFFER. If by virtue of this
IT MODIFIES	NLY APPLIES TO MO THE CONTRACT/OR	DER NO. AS DESCR	IBED IN ITEM 14.	
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED PUR IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/C date, etc.) SET FORTH IN ITEM 14, PUR	SUANT TO THE AUTHORIT	Y OF FAR 43.103(b).	IVE CHANGES (such as	changes in paying office, appropriation
C. THIS SUPPLEMENTAL AGREEMENT IS		IT TO AUTHORITY OF:		
D. OTHER (Specify type of modification and FAR 4.804 CLOSEOUT BY TH	**	STERING THE CON	TRACT	
	is required to sign this	-	·····	s to the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org	anized by UCF section headi	ngs, including solicitation/cor	ntract subject matter whe	re feasible.)
The purpose of bilateral modification 0001 agrees to the following:	is to close out Purch	nase Order (b) (7)(	E) in its e	entirety. The contractor
1. That all supplies/services have been de 2. All invoices have been issued and paid				
See page 2 of 2				
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9/	A or 10A, as heretofore chan		
The state of the s		Broderick Morris	CONTINUE OF FIC	.c., (Type of pring
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	<del> </del>	(Signatur	re of Contracting Officer)	

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Your signature on this modification constitutes your understanding and agreement that all outstanding obligations incurred within this contract have been satisfied. Therefore, it is further understood and agreed that the Government shall not be held liable for the payment of any future invoices that may be submitted under this contract.

You have 10 calendar days to sign and return this modification. Failure to sign and return this modification within the stated time period shall be considered acceptance of the above statement in whole and releases the Government from any future liability stemming from or related to this order.



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# Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO. SUPPLIES/SERVICES (b) (7 EΑ 0001 0002 EΑ EΑ 0003 EΑ 0004 0005 EΑ (b) (7)(E)(b) (7)(E) 0006 (b) (7)(E) EΑ 0007 EΑ 8000 (b) (7)(E) (b) (7)(E) EΑ 0009 TOTAL \$304,849.00

#### **FUNDING DETAILS:**

1 01101	NO DE IAILO.		
ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$304,849.00	2011 - 0324A A3406 FWK1000F 3130
		TOTAL: \$304,849.00	

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Claus	ses By Full Te	xt	
G-1 1	Invoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will ollowing inform		original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	nder (Appears on every invoice s	heet)
(i) Numl			eb site Addresses), Telephone Number, and Facsimile curity Number if the Contractor is an individual)
(ii)	Contract Nu	ımber	
(iii)		equirement/Title	
(iv)	Invoice Nun	nber	
(v)	Invoice Date		
(vi)	Invoice Tim	e Period	
	(2)	Certification (Completed by Go	overnment)
		he best of my knowledge and be d and accepted, and the invoice	elief that the supplies and/or services shown on this invoice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	 Date
(3)	Supporting	documentation for material cost	, to include original supplier's invoices.
(4) voice		all be submitted on a monthly bats of the contract.	asis only and must be submitted in accordance with the In-

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# United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

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# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

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(End of Clause)

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# Section 4 - List of Attachments

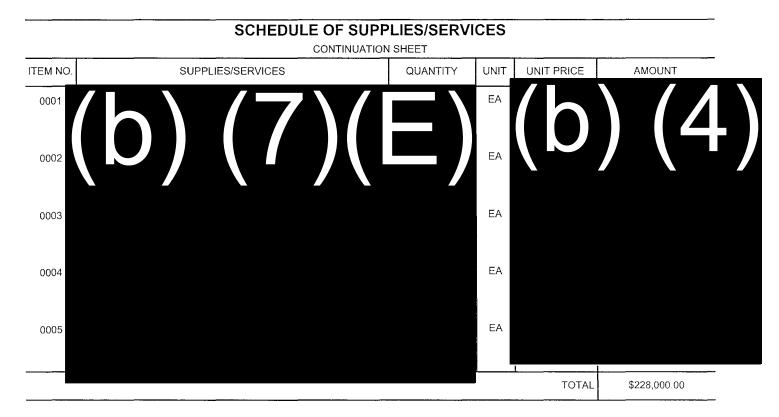
# Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) - Statement of Work	2

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# Page 2 of 7 SUPPLEMENTAL INVOICING INFORMATION If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$\_\_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged. RECEIVING REPORT inspected, accepted, received Quantity in the "Quantity Accepted" column on the face of this order has been: by me and conforms to contract. Items listed below have been rejected for the reasons indicated. DATE RECEIVED SIGNATURE OF AUTHORIZED U.S. GOV'T REP. DATE SHIPMENT PARTIAL NUMBER TOTAL CONTAINERS GROSS WEIGHT RECEIVED AT TITLE REPORT OF REJECTIONS QUANTITY REJECTED ITEM NO. UNIT REASON FOR REJECTION SUPPLIES OR SERVICES

# Section 2 - Commodity or Services Schedule



#### FUNDING DETAILS:

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$228,000.00	2012 - 0324A A3408 FWB2000F 3130
		TOTAL: \$228,000.00	

#### Section 3 - Contract Clauses

Clau	ses By Full Te	xt	
G-1	Invoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will ollowing inform		original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	ader (Appears on every invoice	sheet)
	ber and Tax lo	dentification Number (Social Se	Veb site Addresses), Telephone Number, and Facsimile ecurity Number if the Contractor is an individual)
(ii)	Contract Nu		
(iii)	Invoice Nun	equirement/Title	
(iv)	Invoice Nun		
(v) (vi)	Invoice Tim		
	(2)	Certification (Completed by C	Government)
		he best of my knowledge and t d and accepted, and the invoic	pelief that the supplies and/or services shown on this invoice e is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material cos	st, to include original supplier's invoices.
(4) voice		all be submitted on a monthly t ts of the contract.	pasis only and must be submitted in accordance with the In-

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:



# United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software. and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

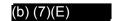
#### 1. DESCRIPTION OF EQUIPMENT

Under this agreement, the USMS is procuring Harris'(b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.



CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

USMS-0001 Release of Residual Funds (\$100 or Less)

[EMPTY CLAUSE TEXT]

USMS-0002 Release of Residual Funds (Greater Than \$100)

[EMPTY CLAUSE TEXT]

#### Section 4 - List of Attachments

Exhibits and Attachments

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TOTAL

\$526,030.00

#### Section 2 - Commodity or Services Schedule

## SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT PRICE AMOUNT QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES 0001 0002 EΑ 0003 0004 EΑ EΑ 0005 0006 EΑ

#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES	
N/A	1	\$526,030.00	2012 - 0324A A3406 FWK1000F 3100	
	1	TOTAL: \$526,030.00		

#### Section 3 - Contract Clauses

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	(2)	Certification (Completed b	y Government)
			d belief that the supplies and/or services shown on this invoice oice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material	cost, to include original supplier's invoices.
(4) voice f		all be submitted on a month s of the contract.	ly basis only and must be submitted in accordance with the In-

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# United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

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- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. DESCRIPTION OF EQUIPMENT

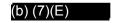
Under this agreement, the USMS is procuring Harris'(b) (7)(E) and (b) (7)(E) hardware and software. 7(b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

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# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

USMS-0001 Release of Residual Funds (\$100 or Less)

[EMPTY CLAUSE TEXT]

USMS-0002 Release of Residual Funds (Greater Than \$100)

[EMPTY CLAUSE TEXT]



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Exhibits and Attachments

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## Page 2 of 7 SUPPLEMENTAL INVOICING INFORMATION If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$\_\_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged. RECEIVING REPORT inspected, accepted, received Quantity in the "Quantity Accepted" column on the face of this order has been: by me and conforms to contract. Items listed below have been rejected for the reasons indicated. SIGNATURE OF AUTHORIZED U.S. GOV'T REP. DATE RECEIVED DATE SHIPMENT PARTIAL NUMBER FINAL TOTAL CONTAINERS **GROSS WEIGHT** RECEIVED AT TITLE REPORT OF REJECTIONS REASON FOR REJECTION ITEM NO. SUPPLIES OR SERVICES QUANTITY REJECTED

#### Section 2 - Commodity or Services Schedule

### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT UNIT PRICE AMOUNT ITEM NO. QUANTITY SUPPLIES/SERVICES EΑ 0001 (b) (7)(E)Period Line Indicator: Base Period EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ 0007 TOTAL \$263,334.00

#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$263,334.00	2012 - 0324A A3406 FWK1000F 3130
		TOTAL: \$263,334.00	

#### Section 3 - Contract Clauses

Claus	ses By Full Te	At	
G-1	Invoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will ollowing inform		original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	ader (Appears on every invoice	sheet)
(i) Numi			eb site Addresses), Telephone Number, and Facsimile curity Number if the Contractor is an individual)
(ii)	Contract Nu		
(iii)		equirement/Title	
(iv)	Invoice Nur		
(v)	Invoice Date		
(vi)	Invoice Tim	e i enou	
	(2)	Certification (Completed by G	Government)
		he best of my knowledge and be d and accepted, and the invoice	elief that the supplies and/or services shown on this invoice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material cos	t, to include original supplier's invoices.
(4) voice		all be submitted on a monthly b	asis only and must be submitted in accordance with the In-

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

### United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software. and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. DESCRIPTION OF EQUIPMENT

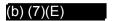
Under this agreement, the USMS is procuring Harris'(b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.



CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

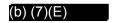
(End of Clause)

USMS-0001 Release of Residual Funds (\$100 or Less)

[EMPTY CLAUSE TEXT]

USMS-0002 Release of Residual Funds (Greater Than \$100)

[EMPTY CLAUSE TEXT]



Section 4 - List of Attachment	Section	4 -	List	of Att	achment	İS
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Exhibits and Attachments

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#### Section 2 - Commodity or Services Schedule

## SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT PRICE AMOUNT UNIT QUANTITY ITEM NO. SUPPLIES/SERVICES EΑ 0001 (b) (7)(E)Period Line Indicator: Base Period EΑ (b) (7)(E) 0002 Period Line Indicator: Base Period EΑ (b) (7)(E) 0003 EΑ 0004 EΑ 0005 EΑ 0006 EΑ 0007 8000 EΑ 0009 EΑ 0010 EΑ 0011 TOTAL \$324,834.00

#### **FUNDING DETAILS:**

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$324,834.00	2012 - 0324A A3404 FWE6117F 3130

TOTAL: \$324,834.00

#### Section 3 - Contract Clauses

Claus	ses By Full Te	xt	
G-1 I	nvoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will blowing inform		an original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	ader (Appears on every invoic	e sheet)
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	(2)	Certification (Completed by	Government)
		he best of my knowledge and d and accepted, and the invol	belief that the supplies and/or services shown on this invoice ce is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material co	ost, to include original supplier's invoices.
(4)		all be submitted on a monthly	basis only and must be submitted in accordance with the In-

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

## United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn:(b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. DESCRIPTION OF EQUIPMENT

Under this agreement, the USMS is procuring Harris' (b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

(b) (7)(E)

CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

USMS-0001 Release of Residual Funds (\$100 or Less)

[EMPTY CLAUSE TEXT]

USMS-0002 Release of Residual Funds (Greater Than \$100)

[EMPTY CLAUSE TEXT]

#### Section 4 - List of Attachments

Exhibits and Attachments

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	<u> </u>				CONTRACT ID CODE	PAGE	OF F	PAGES
AMENDMENT OF SOLICITATION/M	ODIFICATION OF CONTR	RACT					1	
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Attn: Donnell R. Sam								
8, NAME AND ADDRESS OF CONTRACTOR	(No , street, county, State and Zip Code)		( )	9a. AMENDMENT OF SOI	LICITATION NO.			
Harris Corporation						·		
Doing Business as:	on a Division			9B. DATED (SEE II	(EM 11)			
Government Communications System	ns Division							
P.O. Box				10A. MODIFICATIO	MODIFICATION OF CONTRACT/ORDER NO			
Melbourne, FL 32902-0037			Х	(b)	(/)(E)	L		
2005	NU ITY OODE		······································	108. DATED	(SEETTEM 13	)		
	CILITY CODE  ONLY APPLIES TO AMEN	IDMENTS OF SOLI	PITATIONS	912.	7/2011			
The above numbered solicitation is amended as set forth			MAHONS		is extended,		Tie.	not ex
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Offers must acknowledge receipt of this amendment price	or to the hour and date specified in the se	olicitation or as amended, by o	ne of the following	melhods:				
(a) By completing items 8 and 15, and refurning	copies of the amendment; (b) By ackr	nowledging receipt of this amo	idmeni on each c	opy of the offer				
submitted; or (c) By separate letter or telegram which in-	cludes a reference to the solicitation and	amendment numbers. FAILU	RE OF YOUR AC	KNOWLEDGE-				
MENT TO BE RECEIVED AT THE PLACE DESIGNATE	D FOR THE RECEIPT OF OFFERS PRI	IOR TO THE HOUR AND DAT	SPECIFIED MA	Y RESULT				
N REJECTION OF YOUR OFFER. If by virtue of this at	mendmant you desire to change an offer	already submitted, such chan	e may be made b	y telegram or				
alter, provided each telegram or latter makes reference	to the solicitation and this amendment, a	and is received prior to the ape	ning hour and dal	a specified.				
Z. ACCOUNTING AND APPROPRIATION DATA (FRequire	•							
46. THO ITEM	To be provided under e			20000				
	APPLIES ONLY TO MODI							
( ) A THIS CHANGE ORDER IS ISSUED PL	ES THE CONTRACT/ORDI			IVI 14. RTH IN ITEM 14 ARE MADE II				
TRACT ORDER NO. IN ITEM IOA.	INSUANT TO: (Specify #22101(f))	ine.	rondes sej roj	CHITTEM 14 ARE MADE I	A THE CON-			
B. THE ABOVE NUMBERED CONTRACTION DE	er is modified to reflect the administrati	VE CRANGES		(such as cha	inges in paying office,			
appropriation date, etc.) SET FORT	THE IN ITEM 14, PURGUANT TO THE AUTHORITY OF	F FAR 43,103(B)						
C THIS SUPPLEMENTAL AGREEMENT IS ENT	TERED INTO PURSUANT TO AUTHORITY OF							
X Mutual Agreement								
D. OTHER (Specify Type of modification	n and sulherily)							
E. IMPORTANT: Contractor	is not, X	ls required to si	n this docum	ent and return 2	copies to the is	suing of	fice	
14. DESCRIPTION OF AMENDMENTMODIFICATION	(Onjanized by UCF section he	radings, including solicitation/contri	of subject matter wh	rero feasibla )				

- 1. The purpose of this modification is to add the following additional items to the subject agreement.
- 2. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  Dawnn Wheeler, Contracts Manager  15B CONTRACTION OF FIGURE  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED  15C. DATE SIGNED	Except as provided herein, at larms and conditions of the document referenced in item SA or	10A, as heretofore changed, remains and its f	tud locce and offect	
15B CONTINUE TO FERROR  15B UNITED STATES OF AMERICA  15B UNITED STATES OF AMERICA  15B UNITED STATES OF AMERICA  15B UNITED STATES OF AMERICA  15C DATE SIGNED  15C DATE SIGNED	15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		18A. NAME AND TITLE OF CONTRACTING OFFICER	(TYPE OR PRINT)
Dawney Wheles 3/2/2 By Normal San 3/2/301	Dawnn Wheeler, Contracts	Manager	Donnell R. Şarin	,
	Dawny Wheley	3/2/12	By Would San	3/2/6/13

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

Cont. act No. (b) (7)(E)
Modification No. M-001
Contractor:Harris Corporation

Page No. 2 of 2

## 3. Additional items and quantities are as follows:

ITEM	<u>Description</u>	Qty.	Unit of Issue	Unit <u>Price</u>	Total <u>Amount</u>
0016	(b) (7)(E)		ea.	o) (4)	(b) (4)
Note: CLI	N 0016 unit price decre	eases to (b) (4)	with a single ord	er of (b) (7)(E)	
0017	(b) (7)(E)		ea.	(b) (4)	
Note:CLII	N 0017 unit price decre	ases to (b) (4)	with a single orde	er of (b) (7)(E)	
0018	(b) (7)(E)		ea.	(b) (4)	
Note: CLI	N 0018 unit price decre	eases to \$ <mark>(b) (4</mark>	with a single of	b) (7)(E)	
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Note: CLI	N 0019 unit price decre	eases to (b) (4)	with a single ord	er of (b) (7)(E)	
0020	(b) (7)(E)		ea.	(b) (4)	
0021	(b) (7)(E)		ea.		
0022	(b) (7)(E)		ea.		
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	USMS-0002 Release of Residual Funds (Greater Than \$100)
4	List of Attachments

#### Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET UNIT PRICE AMOUNT QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES EΑ (b) (7)(E) 0001 EΑ 0002 (b) (7)(E) EΑ 0003 (b) (7)(E) (b) (7)(E) EΑ 0004 0005 (b) (7)(E)EΑ EΑ 0006 EΑ 0007 EΑ 0008 EΑ 0009 EΑ 0010 EΑ 0011 EΑ 0012 EΑ 0013 EΑ 0014 EΑ 0015 TOTAL \$0.00

#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$0.00	2011 - 0324A -  - A3406 -  - FWK1000F -  - 3100
		TOTAL: \$0.00	

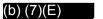
Requisition No: TOG-11-313



#### Section 3 - Contract Clauses

#### 52.212-4 Contract Terms and Conditions--Commercial Items (Mar 2009)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,



trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) Payment.-- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --
- (i) Remit the overpayment amount to the payment office cited in the contract along with adescription of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest. (i) 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each sixmonth period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) 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
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) 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.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amountotherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608–2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for

(b) (7)(E)

this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignces shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

### A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions--Commercial Items (Mar 2009)

		litions for the following clar ndum to FAR clause 52.212	uses are hereby incorporated into this solicitation and resulting 2-4.
Claus	ses by Full Text		
G-1	Invoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will ollowing inform		, an original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	ader (Appears on every invo	rice sheet)
(i) Num			d Web site Addresses), Telephone Number, and Facsimile I Security Number if the Contractor is an individual)
(ii)	Contract Nu	•	,
(iii)	Contract Re	quirement/Title	
(iv)	Invoice Num	nber	
(v)	Invoice Date	е	
(vi)	Invoice Time	e Period	
	(2)	Certification (Completed b	by Government)
I here	eby certify to the been received	ne best of my knowledge ard and accepted, and the inv	nd belief that the supplies and/or services shown on this invoice roice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	 Date

- (3) Supporting documentation for material cost, to include original supplier's invoices.
- (4) Invoices shall be submitted on a monthly basis only and must be submitted in accordance with the Invoice Requirements of the contract.

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

### United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software, and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. <u>DESCRIPTION OF EQUIPMENT</u>

Under this agreement, the USMS is procuring Harris' (b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of



this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

<u>CONTRACT ADMINISTRATION</u>: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

#### USMS-0001 Release of Residual Funds (\$100 or Less)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)
(End of Clause)

#### USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)(End of Clause)

#### [END OF ADDENDUM TO FAR 52.212-4]

# 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Feb 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).

- Page 11 of 14 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)). (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5). (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a). (6) 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). \_\_(7) [Reserved] (8)(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. (9)(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. X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)). (11)(i)52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4). (ii) Alternate I (Oct 2001) of 52.219-9. (iii) Alternate II (Oct 2001) of 52.219-9. X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)). (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (14)(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. (15) 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). (16) 52.219-26, Small Disadvantaged Business Participation Program --Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323). (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f). X(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)). X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755). X (20) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126). X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793). X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). (26) 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.) (27)(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 offthe-shelf items.) (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- X (30) 52.225-1, Buy American Act -- Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_(31)(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, at 110-138).	ıd
(ii) Alternate I (Jan 2004) of 52.225-3.	
(iii) Alternate II (Jan 2004) of 52.225-3.	
(32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).	
(33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by fice of Foreign Assets Control of the Department of the Treasury).	the Of-
(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).	
(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).	
(36) 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)).	
(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	
(38) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).	
(39) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999) (31 U.S.C.	. 3332).
(40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).	
(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).	
(42)(i)52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and U.S.C. 2631).	10
(ii) Alternate I (Apr 2003) of 52,247-64.	

\_\_(II) Alternate I (Apr 2003) 01 32.247-04.

(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 U.S.C. 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 (Dec 2008) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii)[Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seg.).
- (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 seg.).
- (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)



#### Section 4 - List of Attachments

Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) Statement of Work	1

#### STATEMENT OF WORK

#### 1. OVERVIEW:

The U.S. Marshals Service (USMS), which is a component of the Department of Justice, has approximately 6,500 employees and support contractors located in approximately 400 offices across the U.S. and its territories. To a large extent, the USMS is co-located in federal courthouses; although there are increasing numbers of law enforcement task forces led by or participated in by USMS staff, and are separately located.

The USMS mission is to defend the Constitution of the United States through protection of the judiciary and the judicial process. This law enforcement responsibility is carried out through the performance of the following functions:

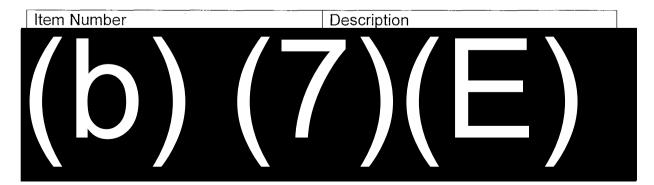
- Providing court security.
- Safekeeping protected witnesses of the court.
- Apprehending fugitives trying to escape justice.
- Ensuring prisoners are securely and humanely confined.
- Producing prisoners for court appearances and judicial-related activities in a timely fashion.
- Executing court orders to seize and dispose of forfeited assets.

#### 2. REQUIREMENT

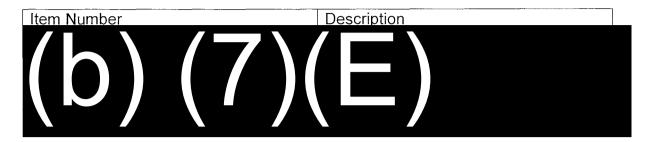
The US Marshals Service has a need to procure (b) (7)(E) and (b) (7)(E) units to aid in the apprehension of fugitives. The (b) (7)(E) and (b) (7)(E) (b) (7)(E)

systems are relatively low in power consumption and can be operated via standard automotive 12V DC or standard 110V or international AC via an international power supply.

a. The following items may be included in the (b) (7)(E) unit for it to be operational:



The following software may be included in the (b) (7)(E) to operate the unit properly:



b. The following items may be included in the (b) (7)(E) unit for it to be operational:

The following software may be included in the (b) (7)(E) to operate the unit properly:

All the items listed above for both the (b) (7)(E) and (b) (7)(E) units may be ordered for each unit, but are not all required for the unit to be operational. Conversely, all software packages must be ordered separately for each unit for it to be able to be operational, but it might not be necessary for a PC Controller to be order with each unit.

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. N	0.	5. PROJECT NO. (IF APPLICABLE)
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Jnited States Marshals Service P.O. Box 2326 Arlington, VA 22202		Same as block 6.		CODE
NAME AND ADDRESS OF CONTRACTOR	(No , street, county, State and Zip Code)		9a. AMENDMENT OF SO	LICITATION NO.
Harris Corporation Doing Business as: Government Communications Syste	ms Division			TTEM 11)
P.O. Box 37 Melbourne, FL 329020037		x		OH OF CONTRACT/ORDER NO.  (7)(E)  (SEE ITEM 13)
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13. THIS ITEM IT MODIF  ( ) A THIS CHANGE ORDER IS ISSUED F TRACT ORDER NO. IN ITEM 10A  B. THE ABOVE MARSERED CONTRACTOR APPROPRISED 60A, NELL SET FO	copies of the amendment (b) By acknown reludes a reference to the solicitation and am TED FOR THE RECEIPT OF OFFERS PRIOF amendment you desire to change an offer also to the solicitation and this amendment, and FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWK1000F Obj Class: 3130 FWW1000FF Obj Class: 3130 FWW1000FF Obj Class: 3130 FW	Redging receipt of this amendment on each condinent numbers. FAILURE OF YOUR AND THE HOUR AND DATE SPECIFIED IN eachy submitted, such change may be made in received prior to the opening hour and do DCN: ISDF-12-0172 CATIONS OF CONTRACTS/R NO. AS DESCRIBED IN ITI	copy of the offer CKNOWLEDGE- NAY RESULT By talegram or State specified. \$3,208.00 ORDERS, EM 14. FORTH IN ITEM 14 ARE MADE II	
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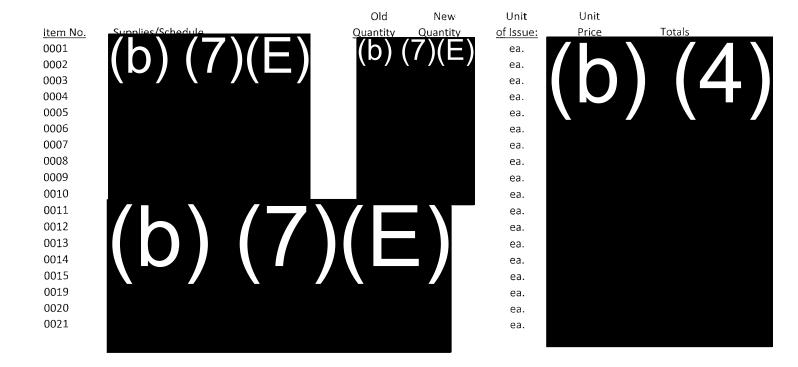
- 3. Delivery date for equipment is extended until 9/1/2012.
- 4. All other terms and conditions remain unchanged.

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\* Prescribed by GSA
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### Section 2 - Commodity or Services Schedule

#### SCHEDULE OF SUPPLIES/SERVICES CONTINUATION SHEET ITEM NO. QUANTITY UNIT UNIT PRICE **AMOUNT** EΑ 0001 EΑ 0002 EΑ 0003 EΑ 0004 EΑ 0005 0006 EΑ EΑ 0007 EΑ 0008 EΑ 0009 EΑ 0010 0011 EΑ 0012 EΑ EΑ 0013 EΑ 0014 EΑ 0015 TOTAL \$2,998,302.00

#### **FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$2,998,302.00	2011 - 0324X A3406 FWK1000F 3130
		TOTAL: \$2,998,302.00	

#### Section 3 - Contract Clauses

Claus	ses By Full Te	ĸt	
	-		
G-1 I	nvoice Requirem	ents	
(a)	Invoicing an	<u>d Payments</u>	
	Contractor will bllowing inform		original invoice. Each invoice will contain a cover sheet with
(1)	Invoice Hea	der (Appears on every invoice s	sheet)
(i) Numl			eb site Addresses), Telephone Number, and Facsimile curity Number if the Contractor is an individual)
(ii)	Contract Nu	mber	
(iii)	Contract Re	quirement/Title	
(iv)	Invoice Num	ber	
(v)	Invoice Date	)	
(vi)	Invoice Time	e Period	
	(2)	Certification (Completed by G	overnment)
l here have	eby certify to the been received	ne best of my knowledge and be d and accepted, and the invoice	elief that the supplies and/or services shown on this invoice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting	documentation for material cost	, to include original supplier's invoices.

(4) Invoices shall be submitted on a monthly basis only and must be submitted in accordance with the Invoice Requirements of the contract.

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:



### United States Marshal Service Technical Operations Group(TOG)



Attn: (b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software. and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. **DESCRIPTION OF EQUIPMENT**

Under this agreement, the USMS is procuring Harris(b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.



#### CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

#### USMS-0001 Release of Residual Funds (\$100 or Less)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts) (End of Clause)

#### USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)(End of Clause)



#### Section 4 - List of Attachments

Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) and (b) (7)(E) Statement of Work	1

#### STATEMENT OF WORK

#### 1. OVERVIEW:

The U.S. Marshals Service (USMS), which is a component of the Department of Justice, has approximately 6,500 employees and support contractors located in approximately 400 offices across the U.S. and its territories. To a large extent, the USMS is co-located in federal courthouses; although there are increasing numbers of law enforcement task forces led by or participated in by USMS staff, and are separately located.

The USMS mission is to defend the Constitution of the United States through protection of the judiciary and the judicial process. This law enforcement responsibility is carried out through the performance of the following functions:

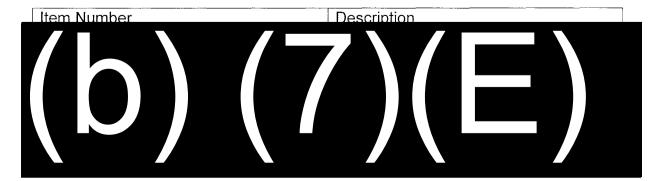
- Providing court security.
- · Safekeeping protected witnesses of the court.
- Apprehending fugitives trying to escape justice.
- Ensuring prisoners are securely and humanely confined.
- Producing prisoners for court appearances and judicial-related activities in a timely fashion.
- Executing court orders to seize and dispose of forfeited assets.

#### 2. REQUIREMENT

The US Marshals Service has a need to procure (b) (7)(E) and (b) (7)(E) units to aid in the apprehension of fugitives. The (b) (7)(E) and (b) (7)(E) (b) (7)(E)

systems are relatively low in power consumption and can be operated via standard automotive 12V DC or standard 110V or international AC via an international power supply.

a. The following items may be included in the (b) (7)(E) unit for it to be operational:



The following software may be included in the (b) (7)(E) to operate the unit properly:



b. The following items may be included in the (b) (7)(E) unit for it to be operational:

The following software may be included in the (b) (7)(E) to operate the unit properly:

All the items listed above for both the (b) (7)(E) and (b) (7)(E) units may be ordered for each unit, but are not all required for the unit to be operational. Conversely, all software packages must be ordered separately for each unit for it to be able to be operational, but it might not be necessary for a PC Controller to be order with each unit.

AMENDME	NT OF SOLICITATION/M	ODIFICATION OF CONTR	ACT			1. CONTRACT ID CODE	PAGE OF PAGES
. AMENDMENT/M	ODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURG	CHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)		
<b>√1</b> -001		See blk. 16c	ı	N/A			
ISSUED BY	CODE		7. ADMINISTERED BY		(IF OT	HER THAN ITEM 6)	
1 1 101 1			0			COD	DE
United State P.O. Box 23	es Marshals Service		Same as bloc	K 6.			
Arlington, V							
Attn: Donne							
NAME AND ADDE	RESS OF CONTRACTOR	(No., street, county, State and Zip Code)		( )	9a. AMENDMENT C	OF SOLICITATION NO.	
Harris Corp					ļ		
ba Govern P.O. Box 37	nment Communications Sy	rstems			9B. DATED	(SEE ITEM 11)	
	FL 32902-0037				10A. MODIF	FICATION OF CONTRACT/ORDE	R NO
	. 2 02002 0001			х	(b)	( <b>-</b> ) ( <b>-</b> )	
					10B. DATED	(SEE ITEM	13)
CODE		CILITY CODE				9/28/2011	
	11. THIS ITEM	ONLY APPLIES TO AMEN	IDMENTS OF SOLIC	ITATIONS			
	numbered solicitation is amended as set forth	in Item 14. The hour and date specified for rec	ceipt of Offers			X is extended,	is not ex
tended.	andadaa araaintafitria maaadaaanta mi	ing to the bound and data are siffed in the o	antinitation and a supported by	af tha fallouring	. contho a day		
		ior to the hour and date specified in the s copies of the amendment; (b) By a					
, ,		icludes a reference to the solicitation and					
		ED FOR THE RECEIPT OF OFFERS PR					
REJECTION C	OF YOUR OFFER. If by virtue of this a	mendment you desire to change an offe	er already submitted, such char	ige may be made t	by telegram or		
er, provided e	ach telegram or letter makes reference	e to the solicitation and this amendment,	and is received prior to the op-	ening hour and dat	te specified.		
ACCOUNTING AND	D APPROPRIATION DATA (If Require						
	12 TUICITEM	N/A APPLIES ONLY TO MODIF	ELCATIONS OF COM	TRACTOLO	BDEDC		
		ES THE CONTRACT/ORDE					
( )	A. THIS CHANGE ORDER IS ISSUED PU				'H IN ITEM 14 ARE MA	ADE IN THE CON-	
	TRACT ORDER NO. IN ITEM 10A.	, , , , , , , , , , , , , , , , , , , ,					
	B. THE ABOVE NUMBERED CONTRACT/ORDER	R IS MODIFIED TO REFLECT THE ADMINISTRATIVE	CHANGES		(such	as changes in paying office,	
		TH IN ITEM 14, PURSUANT TO THE AUTHORITY OF I	FAR 43.103(B).				
X	FAR Part 52.243-1 (Chai						
	D. OTHER (Specify Type of modification	<u> </u>		<del></del>			
	B. Office (Opeciny Type of Modification	n and authority)					
E. IMPORT	ANT: Contractor	is not, X	is required to sig	n this docume	nt and return	1 copies to the iss	suing office
DESCRIPTION	OF AMENDMENT/MODIFICATION	(Organized by UCF section he	eadings, including solicitation/contra	ct subject matter when	re feasible.)		
Th		- *- 4 4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1					
. The purp	pose of this modification	is to re-establish the del	livery date as follow	s:			
From: 0	2/01/2012 To:9	9/27/2012					
All other	r terms and conditions re	omain unchanged					
. All other	terms and conditions re	emam unchangeu.					
		ed in Item 9A or 10A, as heretofore changed, remains an					
A. NAME AND T	ITLE OF SIGNER (TYPE O	PR PRINT)	16A. NAME AND TITLI	E OF CONTRACTING	OFFICER		(TYPE OR PRINT)
			Do	nnell R. Sam			
3. CONTRACT/OFFE	FROR	15+ DAYS CICUSE					
. SUNTRACI/OFFE	LINOIS	15c, DATE SIGNED	168 UNITED STATES OF A	AMERICA			16C DATE SIGNED
			Ву				
	(Signature of person authorized to sign)	<del></del>	-' <del></del>				1

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30
Prescribed by GSA

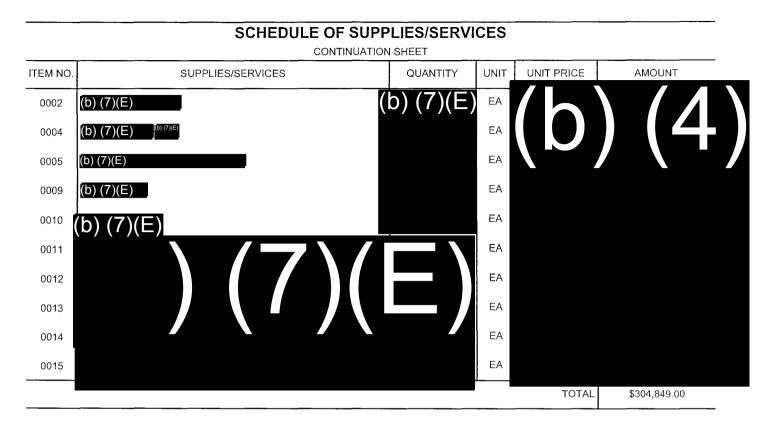
(REV. 10-83)



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(b) (7)(E)			b. STREET		Group - Group	-7(-7(-7		
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9TH FLOOR CS:	3		(b) (7)(F)	7			(b) (7)(F	(b) (7)(F)
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Alexandria, VA 2	7. TO:		-					
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b. COMPANY NAM	· —	TYONG GAYGETTA	REFEREN	ICE YOUR:		ins	tructions on the ivery order is	reverse, this
	OVERNMENT COMMUNICA	TIONS SYSTEMS	Please fur	rnish the follo	owing on the specified on	ins	tructions contained	on this side
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d. CITY	e. STA	TE f. ZIP CODE		ical Oneration				
MELBOURNE	e. 517		(b) (7)	)(F)	ms Oroup			
	AND APPROPRIATION DATA	32702 0037	(b) (7)	)(F)				
	406-FWK1000F-3100							
11. BUSINESS CL	ASSIFICATION (Check appropriate	box(es))				12. F.O.E	B. POINT	
a. SMALL	b. OTHER THAN	I SMALL c. DIS.	ADVANTAGE	D				
d. WOMEN-O	WNED e. HUBZone	f. SER	VICE- DISABL	LED VETERA	N-OWNED			
	13. PLACE OF	14. GOVERNMEN	IT B/L NO.	15. DELIVE	ER TO F.O.B. P	NO TAIC	16. DISCOUNT TE	RMS
a. INSPECTION	b. ACCEPTANCE			OR BEFOR	. ,		> HTTP 2.0	
					02/01/2012		NET 30	
		17. SCHEDULE (See	e reverse f	or Rejectio	ons)			
ITEM NO.	SUPPLIES OR SE	RVICES	ORDER QUANT		UNIT PR	ICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)		(c)		(e)		(f)	(9)
Deli	very Date: 02/01/2012		****					
	A for $(b)$ $(7)(E)$ Hardware and A	Accessories.		ļ				1
Req	uisition No. TOG-11-313							
DCN	N: ISDF-11-0255							
								1
Con	tractor shall contact the Contra	cting Officer regarding				1		1
deliv	very date of (b) (7)(E) related i	tem						
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1						1		1
								1
See	Continuation Sheet(s)							
	18. SHIPPING POINT	19. GROSS SHIPPING	WEIGHT	20. INVOICE	E NO.	T		
						l .		
		21. MAIL INVOICE T	O:	<u> </u>		1	\$304,849.00	17(h) TOT. (Cont.
SEE BILLING INSTRUCTIONS	a. NAME					1		pages)
ON	Technical Operations Group							
REVERSE	b. STREET ADDRESS (or P.O. B	(xc)						
	(b) (7)(F)					ļ	# <b>2</b> 0404000	17(i) GRAND
	c. CITY			d. STATE	e. ZIP CODE		\$304,849.00	TOTAL
	(b) (7)(F)			(b) (7)(F	(b) (7)(F)			
22. UNITED STATI	ES OF AMERICA BY (Signature)				23. NAME (Typ		onnell Sam	
	Wormell	77 5	(1)-			Ŋ	оппен Зат	
	W CHELL	16. 00	m		TITLE: C	ONTRAC	TING/ORDERING	OFFICER

						(0)(7)(E)	rage 2 01 /
		S	UPPLEMENT	AL INVOI	ING INFOR	RMATION	
provided the second control of the provided and extend (except for	ne following No other ir d; contract led totals. I parcel pos	g statement, (signed nvoice will be submitte number (if any), order Prepaid shipping cost	and dated) is ed." However, r number, item s will be indic supported by	on (or at if the Cont number(s ated as a a bill of la	tached to) ractor wishe ), descriptio separate ite ding or rece	e Contractor's invoice, instead of a the order: "Payment is requested as to submit an invoice, the following in of supplies or service, sizes, qua am on the invoice. Where shipping sipt. When several orders are invoiced.	in the amount of g information must ntities, unit prices, costs exceed \$10
			_ RE	CEIVING	REPORT		
=		ity Accepted" column of contract. Items listed				inspected, accepted, asons indicated.	received
SHIPMENT			DATE RECEIV			OF AUTHORIZED U.S. GOV'T REP.	DATE
NUMBER	FINAL						
TOTAL CONT	AINERS	GROSS WEIGHT	RECEIVED A		TITLE		
			REP	ORT OF R	EJECTIONS		
ITEM NO.	SUF	PPLIES OR SERVICES	UNIT	QUANTIT	Y REJECTED	REASON FOR REJECTION	DN
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-		····		1			
}							
				_			
		<u> </u>					
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				_			

#### Section 2 - Commodity or Services Schedule



#### **FUNDING DETAILS:**

ITEM	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
NO.			
N/A	1	\$304,849.00	2011 - 0324A A3406 FWK1000F 3100
		TOTAL: \$304,849.00	

#### Section 3 - Contract Clauses

Claus	ses By Full Te	ext	
G-1 I	Invoice Requiren	nents	
(a)	Invoicing ar	nd Payments	
	Contractor will bllowing inform		s, an original invoice. Each invoice will contain a cover sheet wit
(1)	Invoice Hea	ader (Appears on every inv	oice sheet)
(i) Numl (ii) (iii) (iv) (v) (v)	ber and Tax lo Contract Nu	dentification Number (Socia umber equirement/Title nber e	nd Web site Addresses), Telephone Number, and Facsimile al Security Number if the Contractor is an individual)
	(2)	Certification (Completed	by Government)
l here have	eby certify to t been receive	he best of my knowledge a d and accepted, and the in	and belief that the supplies and/or services shown on this invoice voice is proper and accurate.
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## United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn (b)(6), (b)(7)(C)

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b) (7)(E

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### <u>CONTRACT ADMINISTRATION</u>: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

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(End of Clause)

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#### Section 4 - List of Attachments

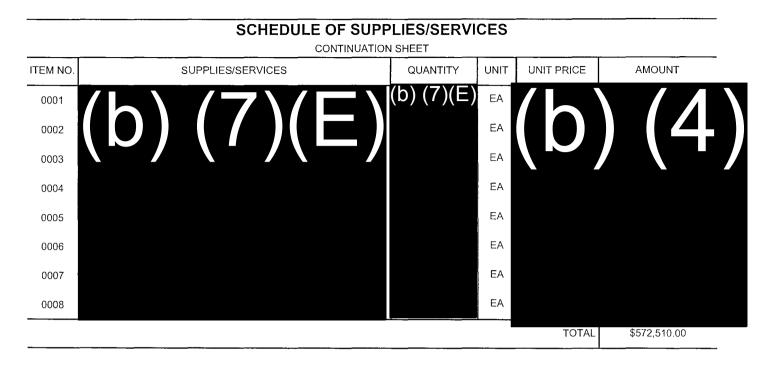
#### Exhibits and Attachments

Identifier	Title	Number of
		Pages
1	(b) (7)(E) Statement of Work	2

		ORDE	RFOR	SUPPL	IES OR	SERVIC	ES				OMB Clea	rance C	Control Number:
	fark all packages											1103-0	0018
1. DATE OF OF 09/28/2011	RDER		CONTRACT	•		6. SHIP TO:							
3. ORDER NO.		(b) (	7)(E)		ENCE NO	-							
			e Lines	MARCELIN	LINOL NO.	Technica			Group_				
(b) (7)(E) 5. ISSUING OF	FICE (Address c			··· ···		b. STREE		RESS	_				
U.S. MARSH			_			(b) (7)(F) c. CITY					d. STATE	a ZIP	CODE
HEADQUAR' 9TH FLOOR	ΓERS CONTF ∩S3	RACTS - FSI	)			1	_				1		
2604 Jefferson	Davis Hwy					(b) (7)(F) f, SHIP VI					(b) (7)(F		(b) (7)(F)
Alexandria, V.	A 22301					I. SHIP VII	4						
a. NAME OF CO	ONTRACTOR	7. TO:							8. TYPE	OE OB	DED	_	
	RPORATION					<del> </del>			0.1175				
b. COMPANY N						1 —	URCHA				<ul> <li>DELIVERY nstructions on</li> </ul>	Exce	ept for billing reverse, this
Doing Business As:	GOVERNME	ENT COMMU	UNICATIO	ONS SYS	STEMS	REFEREI Please fu			wing on the	C	delivery orde	r is	subject to
c. STREET ADI				/		Please furnish the following on the terms and conditions specified on both sides of this order and on the subject to the terms and conditions						nd is issued	
P. O. BOX 3'	7					attached	sheet,	if ar	y, including		of the above-nu		
						delivery a	is indica	ilea.					
						10. REQU	ISITION	NING OF	FICE				
d. CITY			e. STATE	f. ZIP	CODE			peratio	ns Group				
MELBOURN			FL	32	902-0037	(b) (7 (b) (7	)(F) )(F)						
	IG AND APPRO		ΓA				/(-/						
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d. WOMEN	LOWNED	닐		.,	$\vdash$	VICE- DISAE			LOWNED				
U d. WOMEN		e. HUBZ	.one										
	13. PLA	CE OF	_	14.	GOVERNMEN	IT B/L NO.			R TO F.O.B. P E (Date)	O TNIO	N 16. DISCOL	INT TEF	RMS
a. INSPECTION	٧	b. ACCEPTAN	ICE						02/01/2012		NI NI	ET 30	
	İ						ŀ	,	02/01/2012				
			17	SCHE	DULE (See	reverse	for Re	eiectio	ns)		1		
ITEM NO.	7 Bassay A 333	SUPPLIES	OR SERVI		BOLL (OC	ORDE		UNIT		ice I	AMOUNT	E zalifia i	QUANTITY
2.67				U-U		QUAN	TITY						ACCEPTED
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					(b) (7)(E)	Page 2 of 7
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provided t \$ be provide and exten (except fo	the following  No other in  d; contract  ded totals.  r parcel pos	g statement, (signed a nvoice will be submitted number (if any), order Prepaid shipping costs	and dated) is d." However, if number, item will be indica supported by a	on (or attached to) the Contractor wish number(s), descripti- ted as a separate it a bill of lading or rec	ne Contractor's invoice, insteath the order: "Payment is requises to submit an invoice, the foon of supplies or service, size em on the invoice. Where shipeipt. When several orders are ged.	lested in the amount of following information must s, quantities, unit prices, ipping costs exceed \$10
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•		ity Accepted" column o o contract. Items listed				epted, received
SHIPMEN' NUMBER	T PARTIAL		DATE RECEIVE		E OF AUTHORIZED U.S. GOV'T REP.	DATE
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			PERO	RT OF REJECTION	<u> </u>	
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#### Section 2 - Commodity or Services Schedule



#### **FUNDING DETAILS:**

ITEM NO:	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$572,510.00	2011 - 5042X A3403 JLEOTFS4 3130
		TOTAL: \$572,510.00	

#### Section 3 - Contract Clauses

Claus	es By Full Tex	xt	
G-1 I	nvoice Requirem	ents	
(a)	Invoicing an	d <u>Payments</u>	
	Contractor will a llowing inform		, an original invoice. Each invoice will contain a cover sheet wit
(1)	Invoice Head	der (Appears on every invo	ice sheet)
(i) Numb (ii) (iii) (iv) (v) (v) (vi)	er and Tax Id Contract Nur	entification Number (Social mber quirement/Title ber	d Web site Addresses), Telephone Number, and Facsimile Security Number if the Contractor is an individual)
	(2)	Certification (Completed b	y Government)
			nd belief that the supplies and/or services shown on this invoice oice is proper and accurate.
		Partial receipts	Final/Complete Receipt
		Certifier	Date
(3)	Supporting of	documentation for material	cost, to include original supplier's invoices.

(4) Invoices shall be submitted on a monthly basis only and must be submitted in accordance with the Invoice Requirements of the contract.

(5) Invoices shall be submitted for payment no later than the 10th day of each month. Invoices shall be submitted to the Contracting Officer's Technical Representative at the following address:

# United States Marshal Service Technical Operations Group(TOG)

(b) (7)(F) (b) (7)(F)

Attn: (b)(6), (b)(7)(C)

#### H-1 Blanket Purchase Agreement

- 1. Purpose The overall objective of the Blanket Purchase Agreement (BPA) is to give the U.S. Marshals Service (USMS) a fast and effective way to purchase Harris' (b) (7)(E) and (b) (7)(E) hardware and software. and related accessories. Harris agrees to furnish equipment as listed under Section II, by the Contracting Officer, for the prices listed on page Section II.
- 2. Orders Task Orders may be placed for Harris products as listed in Section II. The terms and conditions in this BPA apply to all task orders placed pursuant to this BPA. The Government is obligated only to the extent of authorized purchases made under the subject BPA.
- 3. Purchase Limitation The limitation for individual purchases for commercial item acquisitions conducted under Subpart 13.5 is \$6.5 million (\$12 million for acquisitions. The ordering quantity as listed under Section II may be increased 100%.
- 4. Funding This BPA does not obligate any funds. Funds are obligated when an order is placed under the BPA.
- 5. The Contracting Officer Donnell R. Sam or any authorized individual with appropriate warrant authority may purchase equipment under this agreement.
- 6. Period of Agreement This BPA is valid for one (1) year from the date shown on the SF 1449, Block 31c.
- 7. Cancellation This BPA may be cancelled by either party upon written notice at least 90 days prior to the effective date of cancellation. Cancellation of the BPA does not cancel any order issued pursuant to the BPA prior to the effective date of the cancellation.

#### H-2 Description of Equipment

#### 1. DESCRIPTION OF EQUIPMENT

Under this agreement, the USMS is procuring Harris' (b) (7)(E) and (b) (7)(E) hardware and software. (b) (7)(E)

See attachment for a more detailed description.

H-3 Roles and responsibilities of Government Personnel.

#### ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL FOR CONTRACT ADMINISTRATION

CONTRACTING OFFICER (CO): The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as: invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.



#### CONTRACT ADMINISTRATION: The contract will be administered by the office listed below.

# United States Marshals Service Headquarters Office of Procurement Alexandria, VA 22301-1025

(End of Clause)

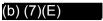
#### USMS-0001 Release of Residual Funds (\$100 or Less)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)

(End of Clause)

#### USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)(End of Clause)



#### Section 4 - List of Attachments

#### Exhibits and Attachments

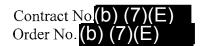
Identifier	Title	Number of Pages
1	(b) (7)(E) Statement of Work	1

AMENDMENT OF SOLICITATION	ON/MODIFIC, UN OF CONT	RACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF	F APPLICABLE)
M-001	See. Blk16c	N/A		
······································	OCC. BIN100	7. ADMINISTERED BY	(IF OTHER THAN ITEM 6)	
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Jnited States Marshals Service P.O. Box 2326		Same as block 6.		
Arlington, VA 22202				
NAME AND ADDRESS OF CONTRACTOR			- AMENDMENT OF COLICITATION NO	
NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State and Zip Code)		a. AMENDMENT OF SOLICITATION NO.	
Harris Corporation - Wireless Pro P.O. Box 9800	oduct Group	9	8. DATED (SEE ITEM 11)	
Melbourne, FL. 32902-9800		1	OA, MODIFICATION OF CONTRACT/ORDER	NO.
		x	(b) (7)(E)	
		1	OB. DATED (SEE ITEM 13	)
CODE	FACILITY CODE	NOMENTO OF COLICITATIONS	9/30/09	
	Set forth in Item 14. The hour and date specified for	NDMENTS OF SOLICITATIONS  Traceint of Offers	is extended,	is not ex-
tended.	r section in mem 14. The floor and date specified to	Treespect of Oriens	to extended,	
ffers must acknowledge receipt of this amendm	ent prior to the hour and date specified in the	solicitation or as amended, by one of the following me	thods:	
		knowledging receipt of this amendment on each copy		
		nd amendment numbers. FAILURE OF YOUR ACKNO		
		PRIOR TO THE HOUR AND DATE SPECIFIED MAY F		
·		fer already submitted, such change may be made by to t, and is received prior to the opening hour and date sp		
	If Required)	, and is reactived prior to the opening road and date of	Acounta,	-
	N/A			
		IFICATIONS OF CONTRACTS/ORD		
		DER NO. AS DESCRIBED IN ITEM		
TRACT ORDER NO. IN ITEM	UED PURSUANT TO: (Specify authority)  10A.	THE CHANGES SET FORTH	IN ITEM 14 ARE MADE IN THE CON-	
I	CT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATI	IVE CHANGES	(such as changes in paying office,	
	SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY O	DF FAR 43.103(8).		
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
D. OTHER (Specify Type of mo	odification and authority)		<del></del>	
		<del></del>		
E. IMPORTANT: Contractor	X is not,	is required to sign this document	and return copies to the issuing	office
4. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section	headings, including solicitation/contract subject matter where	feasible.)	
1. The purpose of this modi	fication is to modify the lin	e of accounting as follows:		
From: FY 2009 0324A A050	06 FWF4014R/FWK1000F	F DCN:ISDF-09-0184 Obj CI:31	100	
		CN:ISDF-09-0184 Obj Cl:3100		
10:11 2000 002 1/1/10 100	I WI HOTHIUT WILLIOUD D	ON.1001 03-0104 00J 01.0100	'	
2. All other terms and condi	tions remain unchanged			
	arene remain arrenangear			
xcept as provided herein, all terms and conditions of the documen	nt referenced in Item 9A or 10A, as heretofore changed, remain	ns and in full force and effect.		
	(TYPE OR PRINT)	16A. NAME AND TITLE OF CONTRACTING	DFFICER	(TYPE OR PRINT)
		Donnell R. Sam		<del></del>
5B. CONTRACT/OFFEROR	15c. DATE SIGNED	16B UNITED STATES OF AMERICA		16C DATE SIGNED
		By World	1/ >	12/24/
(Signature of person authorized to	sign)	(Signature of Contracting Of	Ticer)	

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

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3. ORDER NO.		4. REQUISITION/RE	EFERENCE NO.	U.S. Marsh				_		
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	7. TO			(b) (7)(F) f. SHIP VIA	(0)(7)(					
a. NAME OF CONT		·								
Dawnn Wheeler							8. TYPE C	F ORDER	₹	
b. COMPANY NAME							Ĭ			
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P.O. Box 9800									sued subject to the te the above-numbered	
d. CITY	•	e. STATE	f. ZIP CODE		ttached sheet, if any,					
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	Washington DC 20530	-1000			G. STATE					TOTAL
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22. UNITED STATE (Signature)	S OF AMERICA BY		mull I	San		Donnell F	l. Sam			

SUPPLEMENTAL INVOICING INFORMATION												
If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item of the invoice. Where shipping costs exceed \$1.0 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.												
				RECEIVING	REPORT							
Quantity to contr	y in the	e "Quantity A ems listed be	Accepted" column on the elow have been rejected	face of this order has been for the reasons indicated.	n: and confo	orms		inspected, accepted,	received by me			
		PARTIAL DATE RECEIVED  FINAL  JERS GROSS WEIGHT RECEIVED AT		SIGN/ REP.	SIGNATURE OF AUTHORIZED U.S. GOVT DATE REP.							
				RECEIVED AT	TITLE	TITLE						
	Т			REPORT OF RE		QUANTITY	Γ-					
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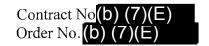
# A. Description/Specs/Work Statement:

The United States Marshals Service (USMS) currently has a requirement for an

#### **B. Contract Administration Data:**

# ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

- (a) <u>Contracting Officer</u>: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) <u>Contracting Officer's Technical Representative (COTR)</u>: The Contracting Officer will appoint an individual to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
  - (1) Coordinate the technical aspects of this contract and inspect all required services.
  - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-1 (a), Inspection and Acceptance.)
  - (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The



COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

The Contracting Officer is as follows:

Donnell R. Sam
USMS Contract Officer

#### G-1 INVOICE PAYMENTS

The Government will, in accordance with the prompt payment act, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services/supplies in accordance with this contract.

# G-2 INVOICE REQUIREMENTS

### (a) Invoice Procedures:

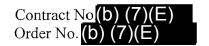
The Contractor must prepare and submit an itemized invoice, and submit it to the designated COTR or as specifically instructed in Standard Form 26. The Contractor must submit a *proper* invoice in order to receive payment.

The Contractor's invoice must include the following information:

- (1) The name and address of the business concern;
- (2) The invoice date;
- (3) Contract number, task order and/or modification number;
- (4) A description, and the quantity of supplies or services furnished, as well as the associated contract line item number(s);
- (5) Shipping and payment terms;
- (6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;
- (8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);
- (9) The date delivery occurred or the period over which supplies were provided;
- (10) The Contractor must include the following statement on each invoice:

#### CERTIFICATION

Contractor: Harris Corp.



I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.

Contracting Officer's Technical Representative

Date

Payment will only be made after the following conditions have been met:

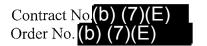
- (1) After delivery of supplies and Government acceptance;
- (2) After receipt of a proper invoice and the required monthly activity report;
- G-3 Invoices are to be delivered to the Contracting Officer's Technical Representative as follows:
- 1. Submit invoices through the Contracting Officer's Technical Representative (b)(6), (b)(7)(C)) at the following address:

United States Marshals Service Technical Operations Division Washington, DC 20530-1000 Attn: (b)(6), (b)(7)(C)

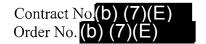
Contractor must include his DUNS number on all invoices. Include the payment address if different from that shown in block 7 of Standard Form 26.

# C. 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)

- (a) The following definitions apply in this provision:
- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.



- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
- (i) Name, address, facsimile number and telephone number of the protestor.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.



# D. 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a) (b)(6), (b)(7)(C) is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

### E. RELEASE OF RESIDUAL FUNDS (\$100 OR LESS)

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract.

# F. RELEASE OF RESIDUAL FUNDS (GREATER THAN \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract.

Contractor: Harris Corp.

Contract No(b) (7)(E) Order No.(b) (7)(E)

# 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price contract.

(End of provision)



# 15.1 WIRELESS/CELLULAR ANALYZERS & RECEIVERS

(b) (7)(E		can
	used to send or receive a call, collectible data includes (0) (7)(E)	
termi	inated).	
Α.	PEN/TRAP Order Required: 18 U.S.C. §3127 defines pen registers and trap and trace of in terms of recording, decoding or capturing dialing, routing, addressing, or signaling information Therefore, a pen register/trap and trace order must be obtained to use a government to capture wireless call data. To the extent that such devices may be configured intercept communications content, such use must be pursuant to a Title III court order.	matioı <b>⊡</b>
B.	Requesting Tog Assistance: Because (b) (7)(E) are complex and (b) (7)(E) , investigators should contain TOG inspector as soon as possible to discuss specific applications and (b) (7)(E)	act a

# 15.1 SPECIAL SERVICES AND THE NATURE OF TECHNICAL OPERATIONS

Technical Operations includes electronic surveillance, technical surveillance countermeasures, aerial surveillance, and wireless communications. TOG maintains a variety of special equipment and capabilities—some of which may fall outside the traditional definition of "technical" or "electronic" devices. Investigators are encouraged to visit the TOC or R/TOCs and to consult with the ESU inspectors responsible to their region regarding these capabilities. TOG is continuously working to meet the challenge of both new and obsolete technologies and law to provide premier investigative technical support to the USMS and to other federal, state, and local government agencies.

#### A. General:

TOG Structure: The Investigative Operations Division's Technical Operations Group (TOG) provides technical equipment and support to the United States Marshals Service (USMS) and other federal, state, and local government agencies. TOG is a headquarters element and is commanded by a Chief located at the Technical Operations Center (TOC). There are multiple Regional Technical Operations Centers (R/TOCs) headed by Chief Inspectors. The R/TOCs consist of Electronic Surveillance Unit (ESU) inspectors and equipment; Technical Surveillance Countermeasures (TSCM) inspectors and equipment; Air Surveillance Operations (ASO) pilot-inspectors and aircraft; and Operational Wireless Communications Support (OWCS) inspectors and transportable command & control equipment. The R/TOCs may further deploy inspectors to various cities within their regions. For purposes of this policy, ESU, TSCM, ASO, OWCS inspectors are identified as "TOG inspectors." The general structure of TOG is identified below:

Investigative Operations
Division (IOD)

Assistant Director

Technical Operations Group
(TOG)

Electronic
Surveillance Unit
(ESU)

**Chief Inspectors** 

Technical
Surveillance
Countermeasures
(TSCM)

Air Surveillance Operations (ASO)

Chief Pilot

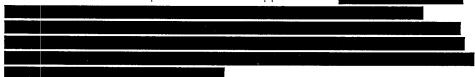
ρ,

Operational Wireless
Communications
Support

(OWCS)

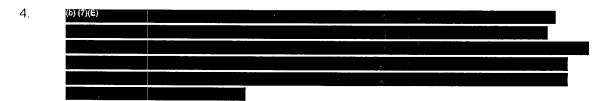
Chief Inspector

- a **ESU:** The Electronic Surveillance Unit (ESU) provides trained surveillance investigators and specialized equipment for investigative support and training. This includes electronic intercept, audio and video surveillance and monitoring, physical and electronic tracking, and computer forensic analysis and intercept. ESU is the primary investigative support unit of TOG. Requests for ESU support should be routed through an ESU inspector.
- TSCM: Technical Surveillance Countermeasures (TSCM) inspectors provide equipment and expertise in the conduct of surveys for the detection of technical surveillance penetrations in situations which appear to be hostile surveillance efforts, or where hostile exploitation of fortuitous circumstances is indicated. TOG inspectors will also provide guidance to USMS personnel with regard to exploitable technical situations which are not the result of deliberate hostile surveillance efforts. Requests for TSCM support should.



c. **ASO:** Air Surveillance Operations (ASO) provides aerial support to ESU and other USMS components for operational support. Requests for ASO support that do not also include ESU support should be routed through an ASO Pilot-Inspector.

- d. **OWCS:** Operational Wireless Communications Support (OWCS) is the USMS representative to the Department of Justice (DOJ) initiative to more fully utilize and consolidate emergent communications technologies. The OWCS oversees the USMS radio, microwave, and satellite communications program and makes agency-wide acquisition and deployment determinations. The OWCS maintains highly specialized communications equipment that is available to districts, task forces and headquarters elements for emergency-response command centers and disaster coordination, special events, high-threat enforcement operations and trials, and similar large-scale events. Investigative requests for OWCS support (i.e. other-than routine radio issues) that do not also include ESU support should be routed through an OWCS inspector.
- 2. TOG Internal Procedures: Because much of TOG's capabilities, methods and resources are classified or are otherwise "Law Enforcement Sensitive", this section sets forth only general guidelines, policies and procedures governing TOG's function and role within the USMS. The Chief, TOG is charged with implementing TOG's internal operating procedures consistent with federal law and National Security and Intelligence directives and initiatives. Those aspects of TOG's internal operating procedures that are reduced to writing or other recorded format shall be properly marked and safeguarded and shall not be disseminated outside TOG without the express written approval of the Chief, TOG or his authorized superior.
- 3. **TOG Capabilities:** USMS districts, task forces and headquarters elements shall follow these guidelines when requesting TOG assistance or utilizing ESU equipment. Investigators are encouraged to consult frequently with TOG inspectors regarding new capabilities and available resources. To the extent that investigators acquire knowledge of sensitive or classified information or programs incident to their investigation or consultation with TOG, they shall safeguard that information and shall not divulge it outside the USMS without express written approval from the Chief, TOG or his designated representative—unless otherwise directed by a court of competent jurisdiction.



#### 15.1 TECHNICAL EQUIPMENT PROCUREMENT AND USE

- **A. TOG-Only Equipment:** Subject to the exceptions identified below, no USMS district, task force or headquarters element may purchase or maintain the following types of equipment or software without the express approval of the Chief, TOG or his designated representative.
  - 1. Equipment or software designed or readily capable of surreptitiously intercepting another's telephone or wireless voice communications or their dialed or digital identifiers.
  - 2. Equipment or software designed or readily capable of intercepting or recording another's electronic correspondence, data communication, internet or network activity, keystrokes, file access or use, video-monitor display, user identification or password.
  - 3. Equipment designed to be clandestinely placed to surreptitiously monitor or record audio or video (e.g. hidden or disguised audio or video transmitters, miniature cameras or microphones, and wire transmitters designed to be worn by an undercover agent or source).
  - 4. Equipment designed to electronically enhance live audio or video (e.g. parabolic microphones or thermal imaging equipment).
  - 5. Technical Surveillance Countermeasure Equipment (TSCM) or equipment designed to detect the presence of clandestinely placed monitoring equipment.

Because technology and capabilities are numerous and evolving, the list above is illustrative rather than exhaustive. To assure compliance with federal law, DOJ directives, and to avoid acquiring duplicate resources, districts, task forces and headquarters elements shall consult with ESU prior to acquiring technology or equipment designed to electronically monitor or intercept another's activities.

#### B. Exceptions:

- 1. Districts, task forces, and headquarters elements may use and purchase video and audio equipment used primarily for security purposes, interviews, prisoner monitoring, consensual phone monitoring, and day or night surveillance equipment that magnifies or enhances ambient or infrared light (e.g. binoculars and night-vision goggles).
- 2. For administrative purposes, the Information Technology Division (ITD) branch of the may monitor routine network activity and communications sent or received using government resources to assure network availability and compliance with DOJ/USMS policy and ethics guidelines. Criminal investigations and computer forensic analysis shall be conducted by TOG personnel or those designated by the Chief, TOG.
- 3. The Judicial Security Division (JSD) may maintain TSCM equipment for use by TSCM-trained investigators.

4.	USMS investigators may participate on task forces that purchase or maintain the foregoing equipment using non-USMS funds.					



#### 15.1 MAINTAINING AND USING TOG EQUIPMENT

TOG inspectors may loan certain items of unclassified or non-sensitive electronic surveillance or communications equipment to districts, task forces, or headquarters elements for use by appropriately trained and experienced investigators without the presence of a TOG inspector. Loaned equipment shall be stored in climate-controlled and secure government storage locations approved of in advance by a TOG inspector. Loaned equipment may not be left unattended in locked vehicles unless its operational use is imminent. ESU equipment shall be hand-carried between USMS personnel or shipped via an insured carrier that tracks and receipts its shipments. In cases where damage or loss is caused to loaned equipment owing to intentional or negligent misuse or storage, the district, task force or headquarters element shall bear the cost of repairing or replacing the item.



#### 15.1 REQUESTING TOG SUPPORT

- A. How to Request: Requests for TOG support shall be submitted through ESU on form USM-11 at the earliest time permitted by an investigation. Prior to submitting a USM-11 or obtaining a court order or subpoena, investigators shall discuss their operation with a TOG inspector to assure the sufficiency of the proposed order, subpoena or request and the availability of TOG resources to meet the specific investigative objective. TOG inspectors maintain a variety of "goby" court orders that investigators may adapt to their specific case. The U.S. Attorneys' Offices (USAO) will have district-specific orders, the language of which has been previously approved by their judges.
- B. Authority to Request: Many of TOG's operations require additional funding and/or payment to third parties. Thus, investigators and inspectors should work together to assure that TOG assets are deployed where most likely to positively impact the success of major activities. District and task force investigators must apprise their supervisor of their request for TOG support prior to its submission. Implicit with a submitted request for assistance is a district or task force management's approval; and form USM-11s should reflect supervisory approval. No electronic intercept court orders may be sought without prior approval from a TOG inspector.
- C. Exigencies: Rapidly evolving investigations and events impacting community or officer safety may preclude an investigator from obtaining a court order or subpoena prior to requiring TOG support. In such cases, the consulting TOG inspector shall evaluate the case and determine whether or not the facts amount to "exigent circumstances" sufficient to warrant immediate monitoring. In all cases where a court order or subpoena is required and TOG has initiated "exigent circumstances" monitoring, the requesting investigator shall, within 48 hours (weekend, holiday or otherwise) of the initiation of monitoring, submit the supporting court order or subpoena for judicial, grand jury, or administrative approval. In the event a court order or subpoena is denied or otherwise unavailable, the investigator will immediately notify the consulting TOG inspector, who will either cease monitoring or assist the investigator and prosecutor in expeditiously submitting a revised order or subpoena.

#### 15.1 WHEN TOG SUPPORT MUST BE REQUESTED

- A. TOG inspectors and their superiors are the only USMS personnel who may conduct or otherwise authorize the following categories of technical investigation, regardless of whether the USMS or another investigative agency ultimately provides technical support:
  - 1. Electronic voice intercept or monitoring (e.g. body wires and listening devices)
  - 2. Non-consensual telephone intercept or monitoring (including wireline, wireless, cable, facsimile, or internet telephone voice communication), but excluding all consensual telephone and non-telephonic radio monitoring.
  - 3. Pager or two-way message intercept or monitoring, including numeric, text or voice messages and non-voice data sent to or from any wireless device.
  - 4. Computer or electronic data intercept, monitoring, "hacking," or forensic analysis for criminal investigative purposes.
  - 5. Telephone call analysis, monitoring, or intercept using pen registers/remote dialed number recorders, non-consensual trap and traces, or wireless telephone tracking (including live signal intercept or historical cell-site or tower data).
  - 6. Electronic tracking utilizing devices that direction-find, location-transmit or location-store (e.g. bird dogs and tele-trackers).
  - 7. Video surveillance for investigative purposes using specialized cameras that are disguised, hidden, miniature, thermal imaging, or wirelessly transmit images or data.
  - 8. Signals intercept using equipment that is designed or capable of intercepting encoded, encrypted or digital wireless or communications signals.
  - 9. Signals intercept using equipment that is designed or capable of receiving electronic emissions from video monitors or other electronic devices not specifically mentioned above.
  - 10. Surreptitious entry into buildings, vehicles and containers.



#### 15.1 SECURITY AND PROTECTION

- A. Physical Security: During ESU installations and operations, TOG inspectors are acting in an undercover capacity and may modify their physical appearance or identity to suit the investigative mission. In order to protect themselves and maintain the integrity of the investigation, TOG inspectors may be required to perform their tasks going unnoticed by the subject of the investigation and his associates, telephone and utility carriers, and local law enforcement authorities. Wherever possible, two TOG inspectors will complete high-profile or otherwise high-risk installations of specialized equipment. When circumstances require, the requesting district, task force or headquarters element shall ensure that adequate back-up and security is available to TOG inspectors.
- B. Protecting TOG Techniques: All investigators involved in utilizing TOG equipment, software or methods in the course of their investigation should be aware that the compromise of those techniques may later become necessary to the production of evidence and successful prosecution at trial. It is imperative that investigators understand that they must minimize, to the greatest extent legally possible, any testimony by TOG personnel or the disclosure of TOG techniques throughout the judicial process. Disclosures could reveal investigatory records compiled for electronic surveillance support purposes, specialized techniques utilized by TOG, or the location, capabilities and frequencies of electronic equipment. Such disclosure could significantly impair the future effectiveness of the technique and jeopardize the safety of ongoing and future surveillance operations by both the USMS and other investigative agencies. Any investigator involved in trial preparation in which TOG techniques were employed shall immediately contact their TOG inspector for guidance. There is case law addressing investigative privilege to protect these techniques and the Office of General Counsel and ESU will assist in protecting this information.



#### 15.1 LEGAL OVERVIEW

The law with respect to electronic intercept and monitoring as it relates to criminal investigations is still in its infancy and is rapidly evolving. Certain provisions of the following Acts have shaped the landscape of electronic surveillance law.

- A. OCCSSA: The principal and most important electronic intercept laws were first passed under Title III of the Omnibus Crime Control and Safe Streets Act (OCSSA) of 1968. The OCCSA's electronic intercept provisions are divided and codified into (i) the "wiretap" chapter at 18 U.S.C. § 2510-2522, used primarily for intercepting live, content-based communications (and generally known as "Title III"), and (ii) the Pen Register and Trap and Trace Device chapter (distinguished as "the Pen/Trap Statute", despite the fact that it was also created under the same title) at 18 USC 3121-3127, used primarily for intercepting live, non-content based transactional records and data. Failure to comply with these statutes may result in the suppression of evidence and civil and criminal liability.
- B. Cable Act: The Cable Communication Policy Act of 1984 ("Cable Act"), principally at 47 U.S.C. § 521 et seq., affords privacy protection to cable subscribers and limits the circumstances concerning the release of personally identifying information. Specifically, law enforcement must obtain a court order based upon clear and convincing evidence that the cable subscriber is engaged in criminal activity and that the information sought is material to the case. In addition, the cable subscriber whose information is sought must be afforded the opportunity to contest the disclosure at a hearing before disclosure occurs. Once cable companies began providing telephone and internet service, the advance-notice provisions of this chapter became investigatively untenable.
- C. ECPA: The Electronic Communications Privacy Act ("ECPA") of 1986, principally at chapter 121, 18 U.S.C. § 2701-12, governs how investigators can obtain stored communications content and non-content transactional records and data from telephone companies, wireless/cellular telephone service providers, network service providers, including Internet service providers (ISPs), and satellite services. Increasingly, ECPA issues arise in cases involving the internet: any time investigators seek stored information concerning Internet accounts from providers of internet service, they must comply with the statute. ECPA also made comprehensive revisions to Title III of the Omnibus Crime Control and Safe Streets Act of 1968 and clarified the legal requirements regarding law enforcement investigative techniques in light of the technological advances in the area telecommunications and computers.
- D. CALEA: The Communications Assistance for Law Enforcement Act (CALEA) of 1994 was established to provide parameters within which information and communications transmitted in technologically advanced and sophisticated methods may be accessed by law enforcement. The Act defines the responsibilities of telecommunications carriers to provide access pursuant to court order or other lawful process and authorizes the Attorney General to expend \$500 million to assist carriers in making the necessary technical modifications to their facilities and services to ensure law enforcement access and uniform data formatting. The Act also (i) specified that radio communications between a cordless telephone handset and base are protected under Title III, (ii) defined terminology consistent with technological advances, (iii) required carriers to pass along

- call-identifying data, and (iv) provided an enforcement mechanism to compel service providers to comply with Title III wiretap orders.
- **E. Antiterrorism Act:** The Antiterrorism and Effective Death Penalty Act of 1996 modified the definition of "electronic communication" to exclude information stored in a communications system used for the electronic storage and funds transfers, and clarified which radio communications are legally considered to be "readily accessible to the general public."
- F. The Patriot Act and Its Sunset: Following the September 11, 2001 terrorist attacks, Congress quickly enacted the Uniting and Strengthening America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act ("PATRIOT" Act) of 2001—a broad set of emergency laws designed to remove many of the impediments faced by the law enforcement and intelligence communities in their efforts to fight terrorist activities and share information. Many of the provisions of the PATRIOT Act directly impact criminal investigators' use of Title III, the Pen/Trap Statute, and ECPA. Unless re-enacted into law, many of these provisions sunset (revert) on December 31, 2005—and the advances made by the PATRIOT Act will be lost. Accordingly, investigators are urged to inform TOG whenever use of the new authorities proves helpful in a criminal case. This information will help ensure that Congress is fully informed when deciding whether to re-enact these provisions. Significant PATRIOT Act changes include:
  - 1. **Stored Communications:** Sections 209, 210, 212 and 220 amend 18 U.S.C. § 2702 and 2703 by (i) including stored wire communications, thereby eliminating the necessity of obtaining a Title III order to access voice-mail, (ii) expanding the list of information available pursuant to subpoena, (iii) permitting voluntary disclosure of records when necessary for a provider to protect itself and for law enforcement emergencies, and (iv) providing nationwide effect for electronic correspondence (email) search warrants.
  - 2. **Cable Act:** Section 211 amends the Cable Act at <u>47 U.S.C. § 551(c)(2)(D)</u> to clarify that ECPA, Title III, and the Pen/Trap statute govern disclosures by cable companies that relate to the provision of communication services (e.g. telephone and Internet services). The amendment preserves, however, the Cable Act's heightened protection of records revealing what ordinary cable television programming a customer chooses subscribes to or purchases. This section is not subject to the Act's sunset provision.
  - 3. **PEN/TRAP:** Section 216 modifies 18 U.S.C. 3121 §§, 3123, 3124, and 3127 to recognize new technologies and the application of pen/traps to those technologies, such as internet activity. The modification also gives nationwide effect to pen/trap orders and requires court oversight when the government installs a pen/trap without a provider's assistance.
  - 4. **TITLE III:** Section 217 modifies 18 U.S.C. § 2511 to allow computer trespassing victims (e.g. service providers or hacking victims) to pro-actively collect data and seek law enforcement assistance to monitor any information transmitted to, through, or from a protected computer (but excluding authorized but non-consenting users' information).
  - 5. **Intelligence Community:** Sections 504, 505, and 901-907 modify the Foreign Intelligence Surveillance Act (FISA) of 1978 and the National Security Act of 1947 by recognizing the need for and authorizing law enforcement and the intelligence community to share information lawfully obtained pursuant to criminal and intelligence investigative efforts as it relates to terrorist activities or funding and foreign intelligence or attack.
- G. The Homeland Security Act of 2002: The Cyber Security Enhancement Act, appearing as section 225 of the Homeland Security Act of 2002, (i) increased the penalties for illegal privacy-interest invasions (computer hacking, monitoring wireless telephone communications, accessing stored communications, and advertising or selling illegal interception devices) (ii) loosened the circumstances under which internet service providers may voluntarily disclose inadvertent

- discovery of communications content to authorities; and, (iii) expanded pen/trap authority to include immediate threats to national security and ongoing attacks on protected computers.
- H. Departmental Restrictions: The Attorney General has further restricted some types of monitoring practices, requiring agency approval from the Department of Justice (DOJ) Office of Enforcement Operations (OEO) or higher authority, and imposing various reporting requirements. Those restrictions are identified below with their corresponding category of monitoring.
- I. Future Legislation and Departmental Policy: Investigators can expect the landscape of electronic surveillance law to continue to change in exponential manner. As investigators discover legal obstacles and new technologies not adequately addressed by existing law, they should submit the facts and circumstances surrounding the investigation and their objective and describe the particular challenge. TOG maintains close contact with investigative, intelligence and legislative leaders and with the DOJ OEO attorneys responsible for submitting proposed statutory modifications to Congress.
- J. Consultation With TOG: Because the law and Departmental Policy with respect to electronic surveillance is rapidly evolving and is constantly subject to change, prior to engaging in any type of electronic surveillance (whether or not TOG's technical assistance or equipment is required under this policy) or consulting with the USAO regarding proposed court orders, investigators shall consult with a TOG inspector to ensure that they are complying with current law, collection practices, and authorization and reporting requirements—in addition to verifying that the proposed intercept is technically possible and financially warranted. As with technical capabilities, the legal authority and restrictions discussed herein are by no means exhaustive. TOG inspectors and their legal counsel are best suited to make determinations regarding the legality and propriety of any proposed intercept.



# 15.1 USMS MONITORING OPERATIONS AND COMMUNICATIONS CATEGORIES

- A. Who May Authorize and Conduct Monitoring Within the USMS: With the general exception of (i) consensual telephone intercept where the investigator is physically present with the consenting party, and (ii) radio frequency intercept that does not occur between a telephone handset and base:
  - 1. Only TOG inspectors and their superiors may authorize consensual monitoring of communications. Once properly authorized and logged, investigators may monitor without a TOG inspector's supervision.
  - 2. Only TOG Chief Inspectors or their superiors may authorize non-consensual monitoring operations pursuant to Title III or the Pen/Trap Statute. Once properly authorized and logged, all such monitoring must be supervised by a TOG inspector.
- B. Communications Categories: Title III of the Omnibus Crime Control and Safe Streets Act of 1968 (18 U.S.C. § 2510-2522), as amended by the Electronic Communications Privacy Act (ECPA) of 1986, the Communications Assistance for Law Enforcement Act (CALEA) of 1994, the Antiterrorism and Effective Death Penalty Act (Antiterrorism Act) of 1996, and the USA-PATRIOT Act of 2001 are referred to collectively as "Title III" to the extent they pertain to intercepting communicative content. When uttered or transmitted where there exists a reasonable expectation of privacy, non-consensual oral, wire and electronic communications intercepts must be made pursuant to a Title III court order. For purposes of Title III, a communication includes the informational content that is intentionally uttered or transmitted, but does not include certain stored communications or non-content transactional records and data incidentally associated with the communication.
  - 1. **Oral Communications:** Oral communications are "aural transfers" (involving the human voice) that are NOT transmitted by wire. "Oral communications" are only treated as such by Title III when they involve utterances by a person possessing a reasonable expectation of privacy, such as conversations within a person's residence, private office, or car. 18 U.S.C. § 2510(2).
  - 2. **Wire Communications:** Wire communications are "aural transfers" (involving the human voice) that are transmitted, at least in part by wire, between the point of origin and the point of reception (18 U.S.C. § 2510(1)). This includes voice communications conducted over wireless telephones, cordless telephones, traditional telephones, and voice pagers—all of which require wire at some point to transmit their communications.
  - 3. **Electronic Communications:** An "electronic communication" is one in which the human voice is not used in any part of the communication. <u>18 U.S.C. § 2510(12)</u>. Title III electronic communications applications are most commonly utilized for digital-display pagers, electronic facsimile machines and email, internet or file transfer. Applications for these types of interceptions must comply with the requirements set forth in <u>18 U.S.C. § 2518</u>.

4. Radio/Microwave/Satellite Communications: Radio, microwave and s communications are generally not protected under Title III unless they are telephonic in nature) communications or are not "readily accessible to the 18 U.S.C. § 2511(g).	e also wire (e a



#### 15.1 WARRANTLESS MONITORING

- A. Consensual Oral Monitoring that Requires Approval: By Attorney General memorandum dated May 30, 2002, warrantless consensual oral monitoring (usually accomplished by a bodywire transmitter or other fixed listening device when there is at least one consenting person present at all times) requires both (i) agency approval from a high-ranking supervisory official at headquarters level, and (ii) advice from the U.S. Attorney or Assistant U.S. Attorney (AUSA or other DOJ attorney responsible for the investigation) that the proposed monitoring is both legal and appropriate. The approval and logging requirements of this section apply to consensual oral monitoring that is conducted electronically, mechanically or by other device—but DO NOT apply to consensual wire (telephone) monitoring or radio monitoring, or the four additional monitoring exceptions listed below.
- B. Oral Monitoring Investigations that Require Written Departmental Approval: In addition to securing agency and AUSA approval to conduct a consensual monitor, the Attorney General's May 30, 2002 Memorandum designated six (6) categories of warrantless oral monitoring, consensual or otherwise, that require written Departmental approval. In all such cases, investigators should consult with a TOG inspector, who will route the request through appropriate channels to the Director or Associate Director of DOJ OEO for approval. These categories are:
  - Senior U.S. Officials: Monitoring relates to an investigation of a member of Congress, a
    federal judge, or a member of the Executive Branch at Level IV or higher, or a person
    who has served in such capacity within the previous two years.
  - Senior State Officials: Monitoring relates to an investigation of the Governor, Lieutenant Governor, or Attorney General of any State or Territory, or a judge or justice of the highest court of any State or Territory, and the offense investigated is one involving bribery, conflict of interest, or extortion relating to the performance of his or her official duties.
  - 3. **Diplomats:** Monitoring where any party to the communication is a member of the diplomatic corps of a foreign country.
  - Protected Witnesses: Monitoring where any party to the communication is or has been a member of the Witness Security Program, and that fact is known to the agency involved or its officers.
  - 5. **Federal Prisoners:** Monitoring where any party to the communication is in the custody of the Bureau of Prisons (BOP) or the USMS.
  - 6. **Upon Request:** Any case in which the Attorney General, his deputy, associate or assistant, or the U.S. Attorney in the district where an investigation is being conducted has requested the investigating agency to obtain prior written consent before conducting consensual monitoring in a specific investigation.
- C. When Approval is not Required: Even if the investigation falls into one of the foregoing six categories, no additional Department approval or logging is required for the following monitoring:

- 1. Extraterritorial intercept.
- 2. Foreign intelligence intercept, including intercept pursuant to the Foreign Intelligence Surveillance Act of 1978 (50 U.S.C. § 1801 et seq.)
- 3. Intercept pursuant to Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (18 U.S.C. § 2510 et seq.)
- 4. Routine Bureau of Prisons monitoring of oral communications not attended by a justifiable expectation of privacy.
- 5. Intercept of non-telephonic radio communications.
- 6. Intercept of consensual telephone communications.
- D. USMS Approval Authority: Consistent with Departmental directive, the Director, Deputy Director, Assistant Director for Investigations, and Chief, TOG (and his designated Chief Inspectors) are the only USMS personnel who may authorize the foregoing types of warrantless consensual monitoring for investigative purposes. In most cases, investigators should receive oral or written AUSA advice prior to seeking approval through a TOG inspector. If the AUSA consulted cannot give advice for reasons unrelated to the legality or propriety of monitoring, the TOG inspector will route the request through appropriate channels to the designated DOJ Criminal Division attorney for approval.
- E. Monitoring Log: DOJ agencies must maintain a warrantless consensual oral monitoring log that includes: (1) the reason for monitoring, (2) the offense being investigated and its statutory citation, (3) the danger faced by a consenting party if the monitoring is for protection, (4) the location of the device, whether on a person, personal effects, or fixed, (5) the location and primary judicial district where monitoring is to occur, (6) the time needed for the monitor (up to 90 days per request, with additional 90 day extensions), (7) the names of the persons expected to be monitored and their relation to the investigation, (8) the attorney whose advice was sought and the date on which advice was provided, and (9) the renewal status, investigation status, and a reference to all prior authorizations and the fact that attorney advice was again obtained for each renewal. The Chief, TOG will maintain the monitoring log for the USMS and shall provide it to the Department upon request.
- F. Custodial Monitoring and DOJ Restrictions: Generally, detainees and prisoners have no reasonable expectation of privacy. Although the courts have upheld warrantless monitoring of a prisoner's telephone conversations under theories of both consent and the "law enforcement exception," occasionally the courts have held that neither exception applies. In 1987, the Department's Criminal Division established guidelines for the Bureau of Prisons (BOP) on law enforcement access to electronically monitored and intercepted inmate telephone calls. These guidelines require law enforcement to obtain a court order or a subpoena to obtain inmate telephone calls in connection with a criminal investigation.
  - 1. **BOP-Initiated Disclosure:** BOP may voluntarily disclose routinely monitored inmate telephone conversations if the conversation is found to contain information relating to the violation of federal or state law.
  - 2. Investigative Requests for Recorded Communications: A grand jury subpoena or other process is required when outside law enforcement agencies request BOP to disclose transcripts of previously monitored general telephone conversations if that request is made in connection with a criminal investigation being conducted of activities outside the confines of the prison regarding specified individuals.

- 3. **Investigative Requests for Live Intercept:** A Title III court order is required when outside law enforcement agencies request BOP to monitor and disclose future telephone conversations of specified inmates in connection with a criminal investigation being conducted outside the confines of the prison and not affecting prison security or administration.
- **G. Oral Monitoring Exigencies:** Because USMS investigations are often fluid and rapidly developing, prior AUSA or Departmental approval may not be practicable in all cases.
  - 1. **Departmental Approval Required:** For all emergency consensual monitoring cases where written Departmental approval is required, prior approval must be obtained through a TOG Chief Inspector or his superiors, who will seek verbal approval from the Director or Associate Director of DOJ OEO, the Assistant AG, or Deputy Assistant AG for the Criminal Division. In the event verbal Departmental approval cannot be obtained beforehand, the Chief, TOG or his superior may provide verbal approval with follow-up to the Department within three workdays.
  - 2. **Departmental Approval not Required:** For all emergency consensual monitoring cases where agency approval and attorney advice is required but written Departmental approval is not required, a TOG inspector, supervisory investigator, or deputy-in-charge may verbally approve the request. In such cases, the investigator must consult with an AUSA at the earliest practicable time and shall notify a TOG inspector in writing if approval was granted by other-than TOG personnel.



# 15.1 STORED ELECTRONIC COMMUNICATIONS AND SUBSCRIBER RECORDS

The 1986 ECPA defined and regulated government access to various "new" forms of electronic communications, including stored electronic communications, transactional records and subscriber records. ECPA was clarified and modified by the 2001 USA PATRIOT ACT.

#### A. Definitions

- 1. **Electronic Storage:** Electronic storage is any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and any storage of such communication by an electronic communication service for purposes of backup protection of such communication. 18 U.S.C. § 2510(17).
- 2. **Electronic Communications System:** An electronic communications system includes any entity that provides its users the ability to send or receive wire or electronic communications." S. Rep. No. 541, 99th Cong., 2d Sess. 14 (1986). (e.g. wireless telephone companies and internet service providers)
- 3. **Remote Computing Service:** A remote computer services allow persons to use the facilities of these services to process and store their own data. H. Rep. No. 647, 99th Cong., 2d Sess. 23 (1986). (e.g. leaving email messages on a commercial internet service provider's server or utilizing online storage for communicative records or files).
- **B.** Accessing Communications Stored Within the Last 180 Days: Only pursuant to a search warrant (based upon probable cause) can the government require a service provider to disclose the contents of an electronic or wire communication that is in electronic storage in an electronic communications system for one hundred and eighty days or less. 18 U.S.C. § 2703(a)
- C. Accessing Communications Stored More Than 180 Days Ago: If the contents of the electronic or wire communication have been in electronic storage for more than one hundred and eighty days, disclosure may be required by a search warrant (without prior notice to the subscriber), a court order (with prior notice to the subscriber), or an administrative, grand jury or trial subpoena (with prior notice to the subscriber). 18 U.S.C. § 2703(b).(d).
- **D. Delaying Notice:** The government may seek an order delaying notice to the subscriber of its collection of stored electronic or wire communications for 90 days, with successive applications for 90-day extensions. 18 U.S.C. § 2705.

# E. Subscriber Records That Providers Must Disclose

1. **Pursuant To Court Order or Consent:** To the extent specified by the search warrant, court order or consent, an electronic communication service or remote computing service must disclose to a government entity all records pertaining to its subscriber or customer. 18 U.S.C. § 2703(c)(1).

- 2. **Pursuant to Subpoena:** Pursuant to administrative subpoena authorized by a Federal or State statute or a Federal or State grand jury or trial subpoena, an electronic communication service or remote computing service may be required to disclose the name; address; local and long distance telephone connection records, or records of session times and durations; length of service (including start date) and types of service utilized; telephone or instrument number or other subscriber number or identity, including any temporarily assigned network address; and means and source of payment for such service (including any credit card or bank account number), of a subscriber to or customer of such service when the governmental entity uses an. 18 U.S.C. 2703 § (c)(2).
- 3. **Exigent Circumstances:** Although service providers are not legally required to disclose subscriber records or stored communications content absent legal process, the statute allows them to voluntarily disclose the records if the provider "reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay." 18 U.S.C. § 2702. Most providers will provide such information on an emergency basis provided it is followed-up with the proper legal process and, in some cases, an exigent/emergency request certification. Although 18 U.S.C. § 2707 protects service providers from civil liability for the "good faith" disclosure of such records, it may not protect them from civil liability for failing to disclose the records to law enforcement in a certified emergency—if that failure results in injury to a third party.
- 4. **Notice Not Required:** When the government requests and receives subscriber records that do not include the content of stored electronic or wire communications, there is no subscriber notice requirement. 18 U.S.C. § 2703(c)(3).
- F. Legal Standard: The government must offer "specific and articulable facts showing that there are reasonable grounds to believe that...the records or other information sought are relevant and material to an ongoing criminal investigation" when it seeks access to electronic or wire communications stored for more than 180 days through means other than search warrant.

  18 U.S.C. § 2703(d). Search warrants must be based upon probable cause. Fed. R. Crim. P
- **G. Preservation Letters:** A service provider or remote computing service, upon request of a governmental entity, must preserve records and other evidence in its possession for 90 days (and subject to 90-day renewals) pending the issuance of legal process. 18 U.S.C. § 2703(f).
- H. Payment To Providers: The person or entity assembling or providing stored records or communications is entitled to reimbursement for costs "reasonably necessary and which have been directly incurred in searching for, assembling, reproducing, or otherwise providing" the records or communications, to include "any costs due to necessary disruption of normal operations of any electronic communication service or remote computing service in which [the] information [was] stored." 18 U.S.C. § 2706(a).
  - 1. **Amount of Reimbursement:** The amount of reimbursement "shall be as mutually agreed by the governmental entity and the person or entity providing the information, or, in the absence of agreement, shall be as determined by the court which issued the order for production[.]" 18 U.S.C. § 2706(b).
- 2. **No Reimbursement for Routine Subscriber or Toll Records:** Providers are not entitled to reimbursement for assembling or providing "records or other information maintained by a communications common carrier that relate to telephone toll records and telephone listings obtained under 18 U.S.C. § 2703. Providers may, however, petition the court for

- reimbursement if the requested information is "unusually voluminous in nature or otherwise caused an undue burden on the provider." 18 USC § 2706(c).
- I. Requests That Investigators May Make Directly to Providers: Investigators may serve administrative, grand jury or trial subpoenas for subscriber information and ordinary toll records directly upon the service provider. All court orders, exigent circumstances requests, communicative content search warrants or subpoenas, or unusual stored records requests and searches (e.g. calls to destination, verbatim, switch activity searches, etc.) must be made through a TOG inspector. The USMS is charged a fee for certain records searches and only TOG inspectors are authorized to make commitments for such expenditures.



# 15.1 NON-CONTENT INTERCEPT UNDER THE PEN/TRAP STATUTE

Pen register and trap and trace devices may obtain any non-content information (e.g. all dialing, routing, addressing, and signaling information) utilized in the processing and transmitting of wire and electronic communications. Such information includes IP addresses and port numbers, as well as the "To" and "From" information contained in an e-mail header. Pen/trap orders cannot, however, authorize the interception of the content of a communication, such as words in the "subject line" or the body/text of an e-mail.

#### A. Definitions

- 1. **Pen Register:** A "pen register" is "a device or process which records or decodes dialing, routing, addressing, or signaling information transmitted by an instrument or facility from which a wire or electronic communication is transmitted, provided, however, that such information shall not include the contents of any communication but such term does not include any device or process used by a provider or customer of a wire or electronic communication service for billing, or recording as an incident to billing, for communications services provided by such provider or any device or process used by a provider or customer of a wire communication service for cost accounting or other like purposes in the ordinary course of its business." 18 U.S.C. § 3127(3).
- 2. **Trap & Trace:** A "trap and trace" is "a device or process which captures the incoming electronic or other impulses which identify the originating number or other dialing, routing, addressing, and signaling information reasonably likely to identify the source of a wire or electronic communication, provided, however, that such information shall not include the contents of any communication." 18 U.S.C. § 3127(4).
- **Monitoring Prohibited Without Court Order:** Except as provided in <u>18 U.S.C.</u> § 3121, no person may install or use a pen register or a trap and trace device without first obtaining a court order under <u>18 U.S.C.</u> § 3123 or under the Foreign Intelligence Surveillance Act (<u>50 U.S.C.</u> § 1801, et seq.).
- C. Application: The application may be made by an attorney for the government or a state law enforcement or investigative officer, and must certify that the information likely to be obtained is relevant to an ongoing criminal investigation. Unlike Title III pleadings, a pen register application need not establish probable cause and does not require prior Department approval.
- D. Order: The order, which is valid for sixty days (and may be extended for additional sixty-day periods), must specify the identity, if known, of the person to whom is leased or in whose name is listed the telephone line or other facility to which the pen register or trap and trace device is to be attached or applied; the identity, if known, of the person who is the subject of the criminal investigation; the attributes of the communications to which the order applies, including the number or other identifier and, if known, the location of the telephone line or other facility to which the pen register or trap and trace device is to be attached or applied, and, in the case of an order authorizing installation and use of a trap and trace device under subsection 3123(a)(2)(State court order), the geographic limits of the order; the offense(s) to which the information to be obtained from the pen register or trap and trace will relate; and direct, upon the request of the applicant, the furnishing of information, facilities, and technical assistance necessary to

accomplish the installation of the pen register or trap and trace device. The order should also direct that the application and order be sealed until otherwise ordered by the court, and that no disclosure of the existence of the pen register or trap and trace or the existence of the investigation be made to the subscriber or other persons until directed by the court. A pen register/trap and trace order is executable anywhere within the United States and, upon service, the order applies to any person or entity providing wire or electronic communication service in the United States whose assistance may facilitate the execution of the order. Whenever such an order is served on any person or entity not specifically named in the order, upon request of such person or entity, the attorney for the Government or law enforcement or investigative officer that is serving the order shall provide written or electronic certification that the order applies to the person or entity being served. 18 U.S.C. § 3123 (a).

- E. Creating a Combination Order to Include Stored Records: Investigators should draft their pen/trap application and order to require service providers to also disclose (i) subscriber records and toll records for the pen/trap target and any other connections (e.g. telephone numbers, email recipients, etc.) identified by the pen register or trap and trace device; and, (ii) all wireless tower/cell-site locations and facings being utilized by the target cellular telephone, two-way pager or similar wireless device. Adding the section 2703(d) disclosures will alleviate the burdensome necessity of returning to the court (or obtaining a subpoena) to identify each subsequently identified originating or terminating subscriber; and, more importantly, allows service providers to disclose location-identifying information otherwise prohibited from disclosure by 47 U.S.C. §1002(a)(2)(B). (Location identifying information may not be "acquired solely pursuant to the authority for pen registers and trap and trace devices")
- F. Minimizing "Over-Collection" Of Content: Section 3121(c) requires that a government agency authorized to install and use a pen register or trap and trace device use technology reasonably available to it that restricts the recording or decoding of electronic or other impulses to the dialing, routing, addressing, and signaling information utilized in the processing and transmitting of wire or electronic communications so as not to include the contents of any wire or electronic communications. By June 3, 2002 Deputy Attorney General Memorandum, it is Departmental policy that any "over-collection" of content not be used for any affirmative investigative purpose, except to prevent the immediate danger of death, serious physical injury, or harm to national security.
- G. Enforcement of Orders: The PATRIOT Act modified the Pen/Trap statute so that a federal Pen/Trap court order "shall apply to any person or entity providing wire or electronic communication service in the United States whose assistance may facilitate the execution of the order"; and that "[w]henever such an order is served on any person or entity not specifically named in the order, upon request...the law enforcement or investigative officer...shall provide written or electronic certification that the order applies to the person or entity being served."

  18 U.S.C. § 3123 (a)(1).
  - 1. **Drafting Orders to Cover Other Providers:** Investigators should draft court orders directing each known service provider and "any other involved person, entity, telecommunications provider or its reseller or agent," to provide the requested assistance and/or records.
  - 2. **Civil Penalty for Providers' Non-Compliance:** Failure to provide the information or assistance required by the order is punishable by fine of \$10,000 per day, per violation. 18 U.S.C. § 2134(f) (incorporating 18 U.S.C. § 2522, as applicable to Communications Intercept).
  - 3. **Stored Records:** Chapter 121, Stored Electronic Communications & Records, of Title 18 contains no provision for the enforcement of orders. Although compelling compliance with a Pen/Trap order that also requires disclosure of stored records (e.g. subscriber) is

unclear under this section, investigators should assert that compliance with the entire order is mandatory irrespective of whether a provider is specifically named in the order.

- H. Exigencies: 18 U.S.C. § 3125 permits the AG, the DAG, the Assoc. AG, any AAG, any Acting AAG, or any DAAG, or State Attorneys General, to specially designate any investigative or law enforcement officer to determine whether an emergency situation exists requiring the installation and use of a pen register or a trap and trace device before an order authorizing such installation and use can, with due diligence, be obtained. An emergency situation under this section exists if it involves the immediate danger involving (i) the death or serious injury to any person, (ii) conspiratorial activities characteristic of organized crime, (iii) threats to national security, and (iv) ongoing attacks on protected computers. The government has forty-eight hours after the installation has occurred to obtain a court order in accordance with section 3123 approving the installation or use of the pen register/trap and trace device. Failure to seek a court order within this forty-eight-hour period constitutes a violation of the pen register/trap and trace chapter.
- I. Payment to Providers: A provider of a wire or electronic service, landlord, custodian, or other person who furnished facilities or technical assistance pursuant to this section shall be reasonably compensated for such reasonable expenses incurred in providing such facilities and assistance. 18 U.S.C. § 3124(c).



#### 15.1 MONITORING THE CONTENT OF COMMUNICATIONS UNDER TITLE III

Monitoring or otherwise intercepting non-stored communicative content is the most highly protected individual privacy right in the United States. By statute, all proposed federal wire or oral monitoring applications must receive high-level Departmental and agency review prior to being submitted to a federal district or appeals court. By agreement with Congress and policy, all electronic intercepts of communicative content (except digital display pagers) must receive Departmental review.

#### A. Federal Investigations

- 1. **Departmental and Agency Authorization Required:** Pursuant to 18 U.S.C. § 2516(1), only the high-ranking DOJ attorneys may authorize a federal court application to conduct non-consensual, domestic surveillance of wire or oral communications for law enforcement purposes. The Department of Justice Office of Enforcement Operations' Electronic Surveillance Unit (OEOESU) handles all such requests and, by policy, all requests for electronic intercept of communicative content. A copy of the proposed wire, oral, or electronic intercept order, application, and affidavit is submitted to the OEOESU and to the headquarters office of the investigative agency handling the case. For the USMS, only the Chief, TOG or his superiors may approve Title III requests. Except in the case of genuine emergencies, most original applications require approximately one week to review and process from the time the OEOESU receives the affidavit.
  - a. **Spinoff Requests:** Spinoff requests are applications to conduct electronic surveillance at a new location or over a new facility that are related to an ongoing or previously conducted interception reviewed by the OEOESU, and are considered original applications that require agency and OEOESU approval.
  - b. **Extension Requests:** Extension requests are applications to continue interceptions over the same facility or premises and require review only by OEOESU and not the investigative agency. The OEOESU does not handle state wiretaps or requests to conduct domestic national security electronic surveillance pursuant to the Foreign Intelligence Surveillance Act of 1978 (50 USC 1801, et seq.)(FISA).
- Paging Devices Do Not Require Departmental Approval: By subsequent approval of Congress, Departmental approval to intercept electronic communications to or from digital display pagers is no longer necessary. Application may be made by any federal prosecutor. Agency approval, however, must nonetheless be obtained from a TOG Chief Inspector or his superiors. There are a variety of pager technologies and many communicate their messages through proprietary digital languages or are accompanied by special features (e.g. tone-only pagers are afforded no legal privacy interest and voice-pager messages are considered stored electronic or wire communications). Investigators must know what type of pager they want to intercept in order to determine the necessary legal process.
- **B.** State Investigations: Pursuant to 18 U.S.C. § 2516(2) and consistent with state law, only the chief state prosecuting attorney (state attorneys general) or principal prosecuting attorneys of

state political subdivisions (district attorneys) may make application to a state court to conduct non-consensual, domestic surveillance of wire, oral or electronic communications. There is no state exception to digital-display pagers that would allow assistant district attorneys to make application.

#### C. Predicate Offenses

- 1. **Oral and Wire Intercept in Federal Investigations:** The offenses that may be the predicates for a wire or an oral interception order are limited to those set forth in 18 U.S.C. § 2516(1), which include most serious felonies and, with respect to USMS-primary investigations, include:
  - a. Escape (18 U.S.C. § 751)
  - b. Obstruction (18 U.S.C. § 1510)
  - c. Failure to Appear (18 U.S.C. § 3146)
  - d. Witness Relocation & Protection (18 U.S.C. § 3521(b)(3)), and
  - e. Fugitive from Justice or Conspiracy investigations for offense identified in 18 USC 2516(1).
- 2. **Electronic Intercept in Federal Investigations:** Any federal felony violation may form the basis for an electronic communications intercept. 18 U.S.C. § 2516(3).
- 3. **State Oral, Wire, or Electronic Intercept:** To the extent consistent with state law, most state felony violations (and conspiracy to commit them) may for the basis for communications content intercept. 18 U.S.C. § 2516(2). Although Escape and Fugitive from Justice are not specifically enumerated in this section, if the applicant can articulate a danger to life, limb or property, the application may meet the requirements of this section.
- **D.** Application: The application, once approved by OEOESU (for federal investigations), must be presented to a federal district court or court of appeals judge and be accompanied by the Department's authorization memorandum. If the investigation involves a state felony offense, the application must be submitted to state court judge as consistent with state law. All applications must comply with the detailed and complex requirements of 18 U.S.C. § 2518(1).
  - 1. **Identifying Persons To Be Monitored:** Although 18 U.S.C. § 2518(1)(b)(iv) requires only that the application identify the person(s), if known, committing the offenses and whose communications are to be intercepted, it is Departmental policy to name all persons as to whom there is probable cause to believe are committing the offenses and to delineate who among them will be intercepted over the target facilities discussing the offenses. It is also Department policy to name individuals in Title III pleadings even if their involvement does not rise to the level of probable cause.
  - 2. **Monitoring Is Necessary:** The application must contain a statement affirming that normal investigative procedures have been tried and failed, or are reasonably unlikely to succeed, or are too dangerous to employ. <u>18 U.S.C. § 2518(1)(c)</u>. It is not necessary that there be no other normal investigative avenues—only that they have been tried and proven inadequate or have been considered and rejected for the reasons described.
  - 3. **Surreptitious Entry:** If involving an oral or, occasionally, a wire or an electronic interception, the application must contain a request that the court issue an order authorizing investigative agents to make surreptitious and/or forcible entry to install,

maintain, and remove electronic interception devices in or from the targeted premises or vehicle. In effecting this, the applicant should notify the court immediately after each surreptitious entry.

- 4. Changed Numbers: If involving a wire interception (and an electronic interception involving, for example, a facsimile machine), the application must contain a request that the authorization apply not only to the target telephone number, but to any changed telephone number subsequently assigned to the same cable, pair, and binding posts used by the target landline telephone within the thirty (30) day interception period. With regard to wireless telephones, the language should read: "... but to any changed telephone number or any other telephone number assigned to or used by the instrument bearing the same electronic serial number (ESN) or international mobile equipment identifier (IMEI) used by the target wireless telephone within the thirty (30) day period." The application should also request that the authorization apply to background conversations intercepted in the vicinity of the target telephone while the telephone is off the hook or otherwise in use.
- Mobile Communications: When the request is to intercept a wireless telephone or a portable paging device, or to install a microphone in an automobile, the affidavit should contain a statement that, pursuant to 18 USC 2518(3), the interceptions may occur not only within the territorial jurisdiction of the court in which the application is made, but also outside that jurisdiction (but within the United States). Because these devices are easily transported across district lines, this language should be used if there is any indication that the target telephone, paging device, or vehicle will be taken outside the jurisdiction of the court issuing the electronic surveillance order. The order should specifically authorize such extra-jurisdictional interceptions, and should be sought in the jurisdiction having the strongest investigative nexus.
- 6. **Instructions to Service Provider:** If involving a wire and sometimes an electronic interception, the application must contain a request that the court issue an order directing the service provider, as defined in 18 U.S.C. § 2510(15), to furnish the investigative agency with all information, facilities, and technical assistance necessary to facilitate the ordered interception. 18 U.S.C. § 2511(2)(a)(ii) and 2518(4). The application should also request that the court order the service provider and its agents and employees not to disclose the contents of the court order or the existence of the investigation. 18 USC 2511(2)(a)(ii).
- Duration: The application should contain a request that the court's order be issued for a period not to exceed thirty (30) days, measured from the earlier of the day on which the interception begins or ten (10) days after the order is entered, and that the interception must terminate upon the attainment of the authorized objectives. 18 U.S.C. § 2518(1)(d), (5).
- 8. **Minimization:** The application should contain a statement affirming that all interceptions will be minimized in accordance with 18 U.S.C. § 119, as described further in the affidavit.
- E. Affidavit: The application must identify the subjects, describe the facility or location that is the subject of the proposed electronic surveillance, and list the alleged offenses that constitute a legal basis for the intercept. It must also establish probable cause that the named subjects are using the targeted telephone(s) or location(s) to facilitate the commission of those offenses or, if a fugitive from justice, to elude capture. In addition to addressing the specific items listed below, the affidavit should mirror the application and address each of the specific requirements listed in 18 USC 2518(1).

- 1. **Who May Be An Affiant:** The affidavit must be sworn and attested to by an investigative or law enforcement officer, as defined in 18 USC 2510(7). Departmental policy precludes the use of multiple affiants except in rare circumstances. If a state or local law enforcement officer is the affiant for a federal electronic surveillance affidavit, he must be deputized as a federal officer of the agency with responsibility for the offenses under investigation.
- 2. **Non-Agent Monitors:** The affidavit should identify non-agent monitors because 18 USC 2518(5) permits non-officer "Government personnel" or individuals acting under contract with the government to monitor conversations, but only pursuant to the interception order. These individuals must be acting under the supervision of an investigative or law enforcement officer authorized to conduct the interception when monitoring communications, and the affidavit should note the fact that these individuals will be used as monitors pursuant to section 2518(5).
  - a. **Federal Military:** Department of Defense personnel appear to qualify as "Government personnel" and could, therefore, without deputization, assist in the Title III monitoring process (e.g., as translators), if such assistance does not violate the Posse Comitatus laws ("PCA"), 10 U.S.C. § 375 and 18 U.S.C. § 1385, and related regulations, 32 CFR 213.10(a)(3), (7). An opinion issued by the Office of Legal Counsel ("OLC"), Department of Justice, dated April 5, 1994, concluded that such assistance by military personnel would not violate the PCA.
  - National Guard: The foregoing OLC analysis did not extend to National Guard personnel, who are generally considered state employees rather than Federal Government personnel. Consequently, unless National Guardsmen are in a Title 10 active duty status, members of the National Guard will require that they be deputized as law enforcement officers or placed under contract.
- 3. **Pen/Trap/Toll Data Alone Insufficient:** It is Department policy that pen register or telephone toll information for the target telephone, or physical surveillance of the target premises, standing alone, is generally insufficient to establish probable cause. Probable cause to establish criminal use of the facilities or premises requires independent evidence of use in addition to pen register or surveillance information (e.g. informant or undercover information).
- High-Volume Calls To Co-Conspirators: On rare occasions, criminal use of the target 4. facilities or premises may be established by an extremely high volume of calls to known or suspected coconspirators or use of the premises by them that coincides with incidents of illegal activity. It is Department policy that the affidavit reflects use of the target telephone or premises within twenty-one days of the date on which the Department authorizes the filing of the application. The subjects' use of the target facilities or premises within the twenty-one-day period may be evidenced through pen register information and/or physical surveillance that update earlier use. Historical information (i.e., information older than six months from the date of the application), combined with pen register information or physical surveillance alone, is generally insufficient to establish probable cause. Pen register information and physical surveillance not only serve to update the probable cause as to the criminal use of a telephone or premises, but also are required (in the absence of other information) to establish the need for the proposed electronic surveillance by demonstrating what types of criminal communications are expected to be intercepted over the telephone or within the premises during the thirty-day authorization period.
- 5. **Less Intrusive Means and Prior Intercepts:** The affidavit explain why other investigative methods are inadequate and must contain a full and complete statement of any prior electronic surveillance involving the persons, facilities, or locations specified in

the application. 18 U.S.C. § 2518(1)(e). This statement should include the date, jurisdiction, and disposition of previous applications, as well as their relevance, if any, to the instant investigation. In addition to any known prior applications, the TOG inspector conducting the investigation should run a check of USMS electronic surveillance indices, the indices of any other participating agencies, and the indices of any agency which would likely have investigated the subjects in the past. In narcotics investigations, it is the Department's policy that the Drug Enforcement Administration, the Federal Bureau of Investigation, and the United States Customs Service conduct a check to determine if any prior related electronic surveillance has been conducted.

- 6. **Duration:** The affidavit must contain a statement of the period of time for which the interception is to be maintained. 18 U.S.C. 2518(1)(d). Section 2518(5) provides that an order may be granted for no longer than is necessary to achieve the objectives of the investigation, or in any event no longer than thirty (30) days, whichever occurs first. The statute further provides that the thirty-day period begins on either the day on which investigative officers first begin to conduct the interception or ten days after the order is entered, whichever is earlier. This ten-day grace period is intended primarily for the installation of oral monitoring equipment (microphones), allowing investigators time to break and enter, if necessary, and set up the equipment before the thirty-day period begins to be calculated.
- 7. **Minimization:** The affidavit must contain a statement affirming that monitoring agents will minimize all interceptions in accordance with 18 U.S.C. § 119, as well as other language addressing any specific, anticipated minimization problems, such as the interception of privileged attorney-client communications, or conversations in a foreign language or code. 18 U.S.C. § 2518(5).
- 8. **Privileged Communications:** If any of the named subjects are facing pending state or federal criminal charges, these persons and the nature of their pending charges should be identified in the affidavit, and both the minimization language in the affidavit and the instructions given to the monitoring agents should contain cautionary language regarding the interception of privileged attorney-client conversations.
- 9. **Naming Confidential Informants:** Pursuant to the AG's May 30, 2002 Guidelines Regarding the Use of Confidential Informants, investigators shall not name a CI as a named interceptee or a violator in an affidavit in support of an application made pursuant to 18 U.S.C. § 2516 (Title III) for an electronic surveillance order unless the investigator believes that: (a) omitting the name of the CI from the affidavit would endanger that person's life or otherwise jeopardize an ongoing investigation; or (b) the CI is a bona fide subject of the investigation based on his or her suspected involvement in unauthorized criminal activity. In the event that a CI is named in an electronic surveillance affidavit, the investigator must inform the Federal prosecutor making the application and the Court to which the application is made of the actual status of the CI.
- F. The Order: The authorizing language of the order should mirror the requesting language of the application and affidavit, and comply with 18 U.S.C. § 2518(3), (4), and (5). The court may mandate that the government make periodic progress reports, pursuant to 18 U.S.C. § 2518(6).
  - 1. **Special Cases:** In the case of a roving interception, the court must make a specific finding that the requirements of 18 USC § 2518(11) have been demonstrated adequately. Any other special circumstances, such as extra-jurisdictional interception in the case of mobile interception devices (pursuant to 18 U.S.C. § 2518(3)) or surreptitious entry should also be authorized specifically in the order. An order to seal all of the pleadings should also be sought. 18 U.S.C. § 2518(8)(b).

- 2. **Technical Assistance Order:** The government should also prepare for the court a technical assistance order to be served on the communication service provider. 18 U.S.C. § 2511(2)(a)(ii) and 2518(4). This is a redacted order that requires the service provider to assist the agents in effecting the electronic surveillance.
- **G.** Recording and Sealing Required: The contents of any wire, oral, or electronic communication intercepted pursuant to a Title III court order shall, if possible, be recorded on tape or wire or other comparable device. The recording of the contents of any such wire, oral, or electronic communication shall be done in such a way as will protect the recording from editing or other alteration. Immediately upon the expiration of the period of the order, or extensions thereof, such recordings shall be made available to the judge issuing the order and sealed. 18 USC § 2518(8).
  - 1. **Sealing:** By Departmental practice, the tapes should be sealed at the end of each interception period, especially if the investigation is lengthy and definitely whenever there is any time gap between extensions. While the statute requires the tapes to be sealed at the "expiration of the period of the order, or extensions thereof," the appellate courts have differed on the amount of time that may elapse between orders before the new order is no longer considered an extension, and, thus, necessitating sealing under the statute. If there is a sealing delay, a good reason for the delay must be provided and the defendant must not have been prejudiced by the failure to timely seal.
  - 2. **Destroying Recorded Intercepts:** The recordings of a communication intercepted pursuant to a Title III court order shall not be destroyed except upon an order of the issuing or denying judge and, in any event shall, be kept for ten years. Duplicate recordings may be made for use or disclosure pursuant to the provisions of 18 U.S.C. § 2517(1) and (2). The presence of the court's seal provided by 18 U.S.C. 2518(8)(b), or a satisfactory explanation for the absence thereof, is a prerequisite for the use or disclosure of the contents of any wire, oral, or electronic communication or evidence derived therefrom. 18 U.S.C. § 2518(8).

#### H. Monitors and Minimization

- 1. **Privileged Communications:** If a monitor intercepts a privileged attorney-client conversation, the monitor should make a notation of that conversation on the log and notify the supervising attorney, who should advise the judge. The tape of the conversation should be sealed and no disclosure of that conversation should be made to other investigative officers.
- 2. **Foreign Languages:** If any of the named subjects speak a foreign language or converse in code, the statute permits after-the-fact minimization of wire and oral communications when an expert in that code or foreign language is not reasonably available to minimize the conversations contemporaneously with their interception. In either event, the minimization must be accomplished as soon as practicable after the interception. 18 U.S.C. § 2518(5). Such after-the-fact minimization can be accomplished by an interpreter who listens to all of the communications after they have been recorded and then gives only the pertinent communications to the agent.
- 3. **Electronic Communications:** After-the-fact minimization is a necessity for the interception of electronic communications over a digital-display pager or an electronic facsimile machine or the internet. In such cases, all communications are recorded and then examined by a monitoring agent and/or a supervising attorney to determine their relevance to the investigation. Disclosure is then limited to those communications by the subjects or their confederates that are criminal in nature.
- 4. **Other Offenses:** When communications are intercepted that relate to any offense not enumerated in the authorization order, the monitoring agent should report it immediately

to the AUSA, who should notify the court at the earliest opportunity. Approval by the issuing judge should be sought for the continued interception of such conversations. An order under 18 U.S.C. § 2517(5) may have to be obtained for testimonial use of "other offense" information.

- **Roving Intercept:** Specifically excepted from the particularity requirement of <u>18 USC</u> <u>2518(1)(b)(ii)</u> are the roving interception provisions set forth in <u>18 USC 2518(11)</u>. See also <u>18 USC 2518(12)</u>. For roving interception applications, the accompanying DOJ authorization document must be signed by an official at the Assistant Attorney General or acting Assistant Attorney General level or higher. <u>18 U.S.C.</u> § 2518(11)(a)(i). (b)(i).
  - 1. **Roving Oral Intercept:** In the case of a roving oral interception, the application must show, and the order must state, that it is impractical to specify the locations where the oral communications of a particular named subject or subjects are to be intercepted. 18 U.S.C. § 2518(11)(a)(ii). (iii). Further, monitoring agents must ascertain a specific location before the interception of oral communications begins. 18 U.S.C. § 2518(12). OEOESU policy allows "spot monitoring" if physical surveillance is not possible.
  - 2. **Roving Wire/Electronic Intercept:** In the case of a roving wire or electronic interception, the application must show, and the order must find, that there is probable cause to believe that the actions of the particular named subject (or subjects) could have the effect of thwarting interception from a specified facility. 18 U.S.C. § 2518(11)(b)(ii), (iii). Further, the order must limit interceptions to such time as it is reasonable to presume that the target person is or was reasonably proximate to the instrument through which such communication will be or was transmitted. 18 U.S.C. § 2518(11)(b)(iv). OEOESU policy allows "spot monitoring" if physical surveillance is not possible.
    - a. **Phones and Vehicles Crossing District Lines:** 18 U.S.C. § 2518(3) permits extra-jurisdictional orders in cases involving wireless telephones or vehicles. Thus, all roving orders for phones and vehicles should specify that the order is effective in other jurisdictions.
    - b. When Crossing District Lines Requires A New Order: While the statute does not address the jurisdictional restrictions of a roving interception, the legislative history suggests—and Department policy concurs—that roving interception authorization is not transjurisdictional with respect to other types of roving intercepts; that is, orders must be obtained in each jurisdiction in which roving interceptions are to be conducted.
- J. Emergency Title III Intercept: 18 U.S.C. § 2518(7), permits the Attorney General (AG), the Deputy Attorney General (DAG), or the Associate Attorney General (Assoc. AG) to specially designate any investigative or law enforcement officer to determine whether an emergency situation exists that requires the interception of wire, oral, or electronic communications pursuant to Title III before a court order can, with due diligence, be obtained.
  - 1. **"Emergency" Defined:** The statute defines an emergency situation as one involving an immediate danger of death or serious injury to any person, conspiratorial activities threatening the national security interest, or conspiratorial activities characteristic of organized crime. 18 U.S.C. § 2518(7). In all but the most unusual circumstances, the only situations likely to constitute an emergency are those involving an imminent threat to life or imminent terrorist activity.
  - 2. **Mechanics of Authorization:** The Criminal Division's emergency procedures require that before the requesting agency contacts the AG, the DAG, or the Assoc. AG, oral approval to make the request must first be obtained from the Assistant Attorney General (AAG) or a Deputy Assistant Attorney General (DAAG) of the Criminal Division.

- a. **Through OEOESU:** This approval is facilitated by OEOESU, which is the initial contact for the requesting USAO and the agency. In practice, the emergency procedures are initiated when the AUSA in charge of the case contacts a OEOESU attorney.
- b. Agency Concurrence: After discussions with both the AUSA and the agency headquarters representative responsible for authorization, the OEOESU attorney, in consultation with the OEO Director or an Associate Director, determines whether the statutory requirements have been met. Both OEOESU and the agency's headquarters must agree that an emergency situation and the means to implement the requested electronic surveillance exist. The OEOESU attorney then briefs the AAG or a DAAG and obtains oral authorization on behalf of the Criminal Division. The OEOESU attorney notifies the agency representative and the AUSA that the Division has approved the seeking of an emergency authorization.
- c. Contacting the AG, DAG OR ASSOC. AG: The appropriate agency representative (the Director, Deputy Director or Assistant Direct for Investigations) then contacts the AG, the DAG, or the Assoc. AG and seeks permission to make a determination that an emergency situation exists as defined in the statute.
- Follow-Up Court Order Within 48 Hours: The government has forty-eight hours 3. (including weekends and holidays) from the time the authorization was obtained to apply for a court order approving the interception. The package submitted to the court will consist of the AUSA's application, the affidavit, and a proposed order. (This package must be reviewed by the OEOESU before it is submitted to the court.) The affidavit in support of the government's after-the-fact application to the court for an order approving the emergency interception must contain only those facts known to the AG, the DAG, or the Assoc. AG at the time the emergency interception was approved, and be accompanied by a written verification from the requesting agency noting the date and time of the emergency authorization. The government may request, at the time it files for court-authorization for the emergency, court-authorization to continue the interception beyond the initial forty-eight hour period. If continued authorization is sought at the same time, one affidavit may be submitted in support of the emergency application and the extension application, but the affidavit must clearly indicate which information was communicated to the AG, the DAG, or the Assoc. AG at the time the emergency interception was approved and which information was developed thereafter. Two separate applications and proposed orders (one set for the emergency and one set for the extension) should be submitted to the court. If the government seeks continued authorization, that application must be reviewed by OEOESU and approved by the Criminal Division like any other Title III request.
- K. Extension Applications: An extension affidavit follows the same format and carries the same statutory requirements as the affidavit that supported the original application. 18 U.S.C. § 2518(5). The primary difference is in the probable cause section, which must focus on the results obtained (or lack thereof) during the most recent interception period, including any new information regarding the subjects' recent use of the targeted facilities or premises. 18 U.S.C. § 2518(1)(f).
  - 1. **Discuss New Information:** The affidavit should incorporate by reference the original and all previous extension applications, and then discuss in a paragraph or two the progress of the investigation to date and summarize new information obtained during the past thirty days. If no relevant interceptions were made during the previous period, a sufficient explanation must be provided to the court (for example, technical or installation

problems with monitoring equipment, or the physical absence of the subject during all or part of the interception period), along with a reasonable, factually based explanation of why the problems are expected to be rectified during the next thirty days. A sampling of recent interceptions sufficient to establish probable cause that the subjects are continuing to use the targeted facilities or location in furtherance of the stated offenses should then be described. The affidavit should not contain verbatim transcripts or a series of piecedtogether progress reports; rather, selected and paraphrased or highlighted portions of a few key, criminal conversations should be set forth, along with an explanation, if necessary, of the context in which the conversations were spoken, and the affiant's opinion (based on training and experience) of their meaning if they are in code or are otherwise unclear. The excerpted conversations should reflect results obtained over the bulk of the thirty-day period, and not consist solely of interceptions obtained, for example, during the first ten days. The most recent excerpt of an intercepted communication should be, if possible, within seven calendar days of when the Title III application is submitted to the Criminal Division for approval. If there are no recent interceptions, the affidavit should include a brief explanation as to why that is the case.

- 2. Why Intercept Is Still Necessary: The "Need for Interception and Alternative Investigative Techniques" section should state that the facts set forth in the original affidavit regarding the exhaustion of alternative investigative techniques are continuing and should cite examples of what additional efforts have been made during the preceding interception period and explain why the electronic surveillance conducted thus far has been insufficient to meet the goals of the investigation. It may also be necessary to add or delete subjects and offenses due to new information learned from the interceptions. An indices check must be done for any additional names.
- 3. **Break in Monitoring:** When caused by administrative difficulties, a brief hiatus between the expiration of an order and the extension will not prevent the extension from being deemed an "extension" within the meaning of section 2518(8)(a).
- 4. **Allow Time for OEOESU Review:** Title III does not limit the number of extension affidavits that may be filed. OEOESU can usually review and process extension applications in three to four days. If it is important that the electronic surveillance not be interrupted between orders, the extension request should be submitted to OEOESU with sufficient lead time.
- L. Spinoff Applications: New applications arising from the same investigation to conduct electronic surveillance over additional facilities are considered original requests, even though the same subjects are targeted, and are reviewed and processed by both OEOESU and the investigative agency.
  - 1. **New Facility:** A new facility is one which, in the case of landline telephones, is carried over a different cable, pair, and binding posts, or, in the case of cellular telephones, over an instrument bearing a different electronic serial number/international mobile equipment identifier (and/or telephone number) than that of the originally authorized facility.
  - 2. **New Landline Number:** If a targeted landline telephone is given a new telephone number during an interception period but maintains the same location (the same cable, pair, and binding posts), it is not considered a spinoff and applications for additional thirty-day interception periods are extensions of the original authorization (the court should be notified of the number change).
  - 3. **Discuss New Information:** As with extension requests, prior affidavits in the same investigation may be incorporated by reference. The probable cause section in the spinoff application should focus on the newly targeted facility or location and any

- additional subjects. If new subjects are added, an indices check must be done for their names.
- 4. **Why Intercept Is Still Necessary:** A spinoff application may not merely incorporate by reference the "Need for Interception and Exhaustion of Alternative Techniques" section of the original affidavit. This section must address the facts as they apply to the spinoff application.
- 5. **Minimization Language:** The minimization language of the original affidavit should be reviewed to ensure that it comports with any new facts particular to the new facility or location.
- M. Progress Reports: 18 U.S.C. § 2518(6) provides for periodic progress reports to be made at the judge's discretion. These are generally at five-, seven-, or ten-day intervals, and should contain enough (summarized) excerpts from intercepted conversations to establish continuing probable cause and need for the surveillance. Any new investigative information pertinent to the electronic surveillance, such as newly identified subjects or the addition of new violations, should be brought to the court's attention in the progress reports and be included in the next extension request.
- N. Inventory Notice: 18 U.S.C. § 2518(8)(d) requires an inventory notice to be served on persons named in the order, and "...other such parties to intercepted communications as the judge may determine ... is in the interest of justice ..." within a reasonable time, but not later than 90 days after the end of the last extension order. The government has an obligation to categorize those persons whose communications were intercepted so that the judge may make a reasoned determination about whether they will receive inventory notice. Upon a showing of good cause (e.g., impairment of an ongoing investigation), the court may delay service of inventory notice.

# O. Disclosing Title III Evidence

- 1. **Law Enforcement Use:** 18 U.S.C. § 2517(1) authorizes an investigative or law enforcement officer to disclose, without prior court approval, the contents of intercepted communications to another law enforcement or investigative officer (as defined by 18 U.S.C. § 2510(7)). 18 U.S.C. § 2517(2) permits an investigative or law enforcement officer, without prior court approval, to use the contents of properly obtained electronic surveillance evidence to the extent that such use is appropriate to the proper performance of his official duties.
  - 2. **For "Good Cause":** When in doubt about whether the disclosure or use of electronic surveillance evidence is permitted, obtain a court order pursuant to 18 U.S.C. § 2518(8)(b) authorizing the disclosure and use for "good cause." The Department recommends this course of action because 18 U.S.C. § 2520 provides that a good faith reliance on a court order is a complete defense to civil and criminal actions for unauthorized disclosure of electronic surveillance information. This order will allow an investigator to disclose electronic surveillance information to certain foreign law enforcement officials (to the extent consistent with U.S. diplomatic policy).
  - 3. **Testimonial Use:** 18 U.S.C. § 2517(3) allows a person, without prior court approval, to disclose electronic surveillance information, or any derivative evidence, while giving testimony under oath in any federal, state, or local proceeding.
  - 4. **Privileged Communications:** 18 U.S.C. § 2517(4) provides: "No other privileged wire, oral, or electronic communication intercepted in accordance with, or in violation of, the provisions of this chapter shall lose its privileged character."
  - 5. **"Other Crimes" Evidence:** 18 U.S.C. § 2517(5) pertains to the interception of conversations that relate to offenses other than those specified in the authorization order.

In pertinent part, that section states: "When ... a law enforcement officer ... intercepts wire, oral, or electronic communications relating to offenses other than those specified in the order ..., the contents thereof, and evidence derived therefrom, may be disclosed or used [for law enforcement purposes] ..." or disclosed under oath in any proceeding when the "... judge finds on subsequent application that the contents were otherwise intercepted in accordance with [Title III]." The purpose of section 2517(5) is to ensure that the interception of the other offenses was truly incidental to the interception of offenses for which the government had court-authorization.



# 15.1 VIDEO SURVEILLANCE AND OPTICAL DEVICES

Video surveillance, the use of closed circuit television (CCTV), or any other device to enhance the optical observation of a person is not regulated by Title III, but may be a part of an application for electronic surveillance. A court order and prior Department approval are required unless (i) there is a consenting party present at all times, or (ii) there is no Fourth Amendment reasonable expectation of privacy (e.g. the surveillance is used to record events in public places or places where the public has unrestricted access and where the camera equipment can be installed in places to which investigators have lawful access).

- A. Consensual CCTV Installation and Monitoring: Consensual video surveillance does not violate the Fourth Amendment and, therefore, no court order is required. CCTV equipment may be installed without a court order in a non-public area with properly obtained consent. As with all consenting surveillance, any viewing of video surveillance must be stopped when the consenting party is absent from the viewing area. Consent should be written and forwarded to a TOG inspector with the monitoring request. Once the request is approved, TOG will conduct the installation. If special concealment techniques are required, the investigator should contact a TOG inspector as soon as possible. Whenever possible, investigators should provide still photographs, videotape, or even drawings of the surrounding area to be monitored.
- Non-Consensual Video Surveillance: CCTV surveillance of constitutionally protected areas В. requires a court order authorizing the installation and monitoring of the area. If a court order is required, the pleadings are to be based on Rule 41(b) of the Federal Rules of Criminal Procedure and the All Writs Act (28 U.S.C. § 1651). Investigators should contact a TOG inspector as soon as possible for assistance in preparing the court order, application and affidavit. Many circuits require that applications to use video surveillance of suspected criminal activities meet most of the higher constitutional standards required under Title III. Therefore, the application and order should usually be based on an affidavit that establishes probable cause to believe that evidence of a federal crime will be obtained by the surveillance, and should also include: (1) a statement indicating that normal investigative procedures have been tried and failed or reasonably appear to be unlikely to succeed if tried or are too dangerous; (2) a particularized description of the premises to be surveilled; (3) the names of the persons to be surveilled, if known; (4) a statement of the steps to be taken to ensure that the surveillance will be minimized to effectuate only the purposes for which the order is issued; and (5) a statement of the duration of the order, which shall not be longer than is necessary to achieve the objective of the authorization, or in any event no longer than thirty days (a ten-day grace period is not permitted; the time period begins to run from the date of the order).
- C. Non-Consensual Video with Oral Intercept: The same affidavit may be used to establish probable cause for the use of both the microphone and the camera. Separate applications and orders, however, should be filed for each type of interception because each is governed by a different standard. See Title III Communications Intercept for detail.



### 15.1 GOVERNMENT-INSTALLED TRACKING DEVICES

- A. Obtain a Court Order: Tracking devices are not regulated by Title III, but their use is governed by existing case law. A search warrant or court order is needed only when the object to which the tracking device is attached enters an area that carries a legitimate expectation of privacy, such as the inside of a vehicle or a private residence—or if clandestine installation, maintenance and retrieval is required. Since it often cannot be determined in advance whether a package containing a tracking device will be taken inside a place where a person has a Fourth Amendment expectation of privacy, a court order should almost always be obtained to assure both the admissibility of evidence as well as the device's legal installation, maintenance and retrieval. Investigators should consult with a TOG inspector as soon as possible to discuss their requirement and prepare the court order and affidavit. A court order issued for such a device is valid anywhere within the United States. 18 U.S.C. § 3117.
- B. Aircraft Transponders: A transponder is a special type of beacon transmitter used for tracking aircraft. The use of this type of device requires close coordination with the FAA. Due to the complexity of installing transponders on aircraft, installations will only be performed by FAA-certified personnel. Investigators requiring this type of equipment shall provide a TOG inspector as much notice as possible. Close coordination between EPIC, FAA and TOG will be maintained during the monitoring operation. If court ordered surreptitious entry is required to perform the installation, TOG inspectors will provide the access required to the FAA-certified technician. The same caveats regarding Fourth Amendment rights mentioned in vehicle tracking beacons apply to aircraft transponders.



#### 15.1 TECHNICAL SURVEILLANCE COUNTERMEASURES

Authorized TOG personnel and others designated by the Chief, TOG will be the only participants to conduct Technical Surveillance Countermeasure (TSCM) activities. Personnel who conduct TSCM surveys will be limited to those that have been through formal and approved TSCM training. The USMS component involved in processing, discussing, and/or storing Classified National Security Information (CNSI), restricted data, or unclassified but sensitive information shall, in response to a specific threat and based on risk management principles, determine the need for a TSCM survey. To obtain maximum effectiveness within the various TSCM programs, the USMS will exchange technical information, coordinate programs, practice reciprocity, and participate in consolidated programs, when appropriate.

- A. TSCM Survey Procedures: The practices, procedures, applications, equipment, and principles of a TSCM survey are classified and are outlined in a separate USMS document entitled "USMS Technical Surveillance Countermeasures Procedural Guide."
- B. Locations To Be Surveyed: The Technical Operations Group (TOG) will conduct TSCM surveys only in (b)(7)(E)

  or locations as designated by the Assistant Director for the Investigative Operations (IOD) or the Chief, Technical Operations Group (TOG).
- **C. TSCM Methodology:** TSCM surveys will be conducted by TOG using the following methodology:
  - 1. (b) (7)(E)

    2. (b) (7)(E)

    3. (b) (7)(E)

    4. (b) (7)(E)
- D. Requests for TSCM Survey: Requests of the Technical Operations Group (TOG) for a Technical Surveillance Countermeasures (TSCM) survey will be handled in the following manner:
  - Requests Shall Be Safeguarded: All TSCM requests will initially be treated as (D)(7)(E) information. Only key personnel (Director, Deputy Director, Assistant Director, U. S. Marshal, and/or Chief) should have knowledge of a TSCM survey. Any other individual will only have access on a "need to know" basis. Upon arrival for the TSCM survey, the team conducting the inspection will provide a briefing to all other personnel with a "need to know."

2.	Transmitting the Request: Requests will be forwarded to the Chief, Technical Operations Group (TOG), (5)(7)(5) When using certified mail, insure that all appropriate regulations for sending (5)(7)(5) information are followed.
3.	(b) (7)(E)
TSCM the TS	Survey Findings and Reporting Requirements: All findings will be reported based upon SCM survey. Findings fall into one of the following three categories:
1.	The report will be submitted to the Chief, TOG and to the Division Assistant Director/Chief Deputy for the facility or space surveyed.
2.	(b) (7)(E)  All aspects of the (b) (7)(E)  will be noted with (b) (7)(E)
	The report will be submitted to the Chief, TOG and to the Division Assistant Director/Chief Deputy for the facility or space surveyed.
3.	(b) (7)(E) If this category finding is discovered,
	(b) (7)(E)

E.



#### 15.1 AERIAL SURVEILLANCE

TOG's Air Surveillance Operations (ASO) maintains aircraft to support critical missions for the Investigative Operations Division. It also provides limited support to other divisions and assists other federal, state and local agencies and departments. All deployments are subject to approval by the Chief, TOG.

- **A.** Purposes of Flight: TOG aircraft shall only be used for the following functions and purposes that are in support of criminal investigations conducted by the Investigative Operations Division, TOG, or other authorized entities as set forth herein:
  - 1. Aerial Surveillance (tracing suspects, associates, and other violators)
  - 2. Electronic Tracking (DF tracking of transmitters and beacons)
  - 3. Aerial Photography and Transmission of Photo-Images
  - 4. Communications Platform (aerial repeater, monitoring body-wire and other transmitters).
  - 5. Special Missions in support of Investigative Operations Division operations (including Special Operations Group) as authorized by the Chief, TOG or his superiors.
  - 6. Emergency Missions (such as search & rescue and national or local disasters) as authorized by the Chief, TOG or his superiors.
  - 7. Ferry (delivery, transfer, maintenance).
  - 8. Support of other federal, state or local agencies or departments authorized by the Chief, TOG, his superiors or designee.
  - 9. Flight Training, Currency and Evaluation.
  - 10. Other missions as authorized by the Chief, TOG, his superiors or designee.
- **B.** Who May Fly: Individuals will be designated to participate in TOG flights under one of the following criteria:
  - 1. Criminal investigators assigned full-time to TOG or as a collateral duty, specifically requiring participation in flight activities on a full-time or primary-duty basis.
  - 2. Other USMS criminal investigators or employees participating in observer, photo, communications activities (non-pilot positions) on a voluntary basis with district or supervisory approval.

- 3. Employees of other federal, state and local agencies participating in an observer, photo, communications activities (non-pilot positions) who have obtained approval from their agencies and the Chief, TOG.
- C. Detailed Operating Procedures: TOG shall develop and maintain its own internal operating procedures with respect to its flight program, certification, maintenance and aircraft operational use, use of aircraft and passengers, pilot and crew qualifications and training requirements, routine, operational, emergency and distress procedures (which shall be properly marked and safeguarded), and any other matter effecting the safe and economical deployment of its aviation resources.