

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER (b) (7)(E)	OMB Clearance Control Number: 1103-0018
2. CONTRACT NO. (b) (7)(E)	3. AWARD/EFFECTIVE DATE 08/26/2013	4. ORDER NUMBER # 1	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		CODE MMFSDP	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO Technical Operations Group (b) (7)(F)		CODE MTOG	16. ADMINISTERED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		
17a. CONTRACTOR/OFFEROR Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS P. O. BOX 37 MELBOURNE, FL 32902-0037		CODE 340276860	FACILITY CODE 021715206000	18a. PAYMENT WILL BE MADE BY Technical Operations Group (b) (7)(F)	
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	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. See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA USMS-2013-0324AD-A34-A3401-M-FWK1000F-31012-3121				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$574,000.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>1512</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Broderick Morris		31c. DATE SIGNED 08/26/2013

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
0007			EA		
				TOTAL	\$574,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
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 4 - List of Attachments

Exhibits and Attachments

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER See Lines	OMB Clearance Control Number 1103-0018
2. CONTRACT NO. (b) (7)(E)	3. AWARD/EFFECTIVE DATE 08/27/2013	4. ORDER NUMBER #2	5. SOLICITATION NUMBER See Lines	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		CODE MMFSDP	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE. % FOR		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO Technical Operations Group (b) (7)(F) (b) (7)(F)		CODE MTOG	16. ADMINISTERED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		
17a. CONTRACTOR/OFFEROR Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS P. O. BOX 37 MELBOURNE, FL 32902-0037	CODE 340276860	FACILITY CODE 021715206000	18a. PAYMENT WILL BE MADE BY Technical Operations Group (b) (7)(F) (b) (7)(F)		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	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. See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA USMS-2013-0324AD-A34-A3401-M-FWK1000F-31012-3121				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$464,000.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Broderick Morris		31c. DATE SIGNED 08/26/2013

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
0007			EA		
0008			EA		
0009			EA		
				TOTAL	\$464,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
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 - - - - -
		TOTAL: \$464,000.00	

Section 3 - Contract Clauses

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Section 4 - List of Attachments

Exhibits and Attachments

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Print Close Help

Transaction Information

Award Type: Definitive Contract Prepared Date: 08/21/2013 17:30:05 Prepared User: (b)(6), (b)(7)(C)
 Award Status: Final Last Modified Date: 08/22/2013 08:49:24 Last Modified User: (b)(6), (b)(7)(C)

Document Information

Award ID:	Agency	Procurement Identifier	Modification No	Trans No
1544		(b)(7)(E)	2	0

Referenced IDV ID:

Reason For Modification: CHANGE ORDER

Solicitation ID:

Treasury Account Symbol:	Agency Identifier	Main Account	Sub Account	Initiative
15		0324		Select One

Dates

Date Signed: 08/21/2013
 Effective Date: 08/21/2013
 Completion Date: 09/30/2013
 Est. Ultimate Completion Date: 05/31/2014

Amounts

Action	Current	Total
Action Obligation:	\$464,000.00	\$1,038,000.00
Base And Exercised Options Value:	\$464,000.00	\$1,038,000.00
Base And All Options Value:	\$0.00	\$3,074,000.00
Fee Paid for Use of Indefinite Delivery Vehicle:	\$0.00	

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U.S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT TEAM
Funding Agency ID: 1544	Funding Agency Name: U.S. MARSHALS SERVICE
Funding Office ID: HQ005	Funding Office Name: OPERATIONS SUPPORT TEAM
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception: [Remove Exception](#)

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 08

Business Category

Organization Type	CORPORATE NOT TAX
Number of Employees	15500
State of Incorporation	DE
Country of Incorporation	USA
Annual Revenue	\$3,572,999,936

Business Types

Corporate Entity, Not Tax Exempt
 Line Of Business
 Manufacturer of Goods
 Relationship With Federal Government
 Both (Contracts and Grants)
 Organization Factors
 For Profit Organization

[Show Details](#)

Contract Data

Type of Contract:	Firm Fixed Price
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	No
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

* FY 2004 and prior; 80% or more specified as performance requirement

* 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: No
 Number Of Actions: 1

Legislative Mandates Principal Place of Performance

Clinger-Cohen Act:	No	Principal Place Of Performance Code:	VA	State	Location	Country
Service Contract Act:	No	Principal Place Of Performance County Name:	ALEXANDRIA CITY			
Walsh-Healey Act:	No	Principal Place Of Performance City Name:	ALEXANDRIA			
Davis Bacon Act:	No	Congressional District Place Of Performance:	08			
Interagency Contracting Authority:	Not Applicable	Place Of Performance Zip Code(+4):	22301	-	1001	
Other Interagency Contracting Statutory Authority:	(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 Origin: USA UNITED STATES
 Place of Manufacture: Not a manufactured end product
 Domestic or Foreign Entity: U.S. Owned Business
 Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition
 InfoTech Commercial Item Category: Select One
 Claimant Program Code: Description:
 Sea Transportation: Select One
 GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP
 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: 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: No
 Preference Programs / Other Data
 Contracting Officer's Business Size Selection: Other than Small Business
 Subcontract Plan: Plan Not Required

Price Evaluation Percent Difference:	0	%
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Transaction Information

Award Type: Definitive Contract Prepared Date: 06/19/2013 16:12:59 Prepared User: (b)(6), (b)(7)(C)
 Award Status: Final Last Modified Date: 06/19/2013 16:19:32 Last Modified User: (b)(6), (b)(7)(C)

Document Information

Award ID:	Agency	Procurement Identifier	Modification No	Trans No
1544		(b)(7)(E)	1	0

Referenced IDV ID:

Reason For Modification: FUNDING ONLY ACTION

Solicitation ID:

Treasury Account Symbol:	Agency Main Identifier	Sub Account	Initiative
15 0324			Select One

Dates

Date Signed: 06/19/2013
 Effective Date: 06/19/2013
 Completion Date: 06/19/2013
 Est. Ultimate Completion Date: 07/31/2013

Amounts

Action	Current	Total
Action Obligation:	\$574,000.00	\$574,000.00
Base And Exercised Options Value:	\$574,000.00	\$574,000.00
Base And All Options Value:	\$574,000.00	\$3,074,000.00

Fee Paid for Use of Indefinite Delivery Vehicle: \$0.00

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U.S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT TEAM
Funding Agency ID: 1544	Funding Agency Name: U.S. MARSHALS SERVICE
Funding Office ID: HQ005	Funding Office Name: OPERATIONS SUPPORT TEAM
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception: [Remove Exception](#)

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 15

Business Category

Organization Type	CORPORATE NOT TAX
Number of Employees	15500
State of Incorporation	DE
Country of Incorporation	USA
Annual Revenue	\$3,572,999,936

Business Types

Corporate Entity, Not Tax Exempt
Line Of Business
 Manufacturer of Goods
Relationship With Federal Government
 Both (Contracts and Grants)
Organization Factors
 For Profit Organization

Contract Data

Type of Contract:	Firm Fixed Price
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	No
Purchase Card Used As Payment Method:	No
Un definitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used

* FY 2004 and prior; 80% or more specified as performance requirement

* 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: No
 Number Of Actions: 1

Legislative Mandates
 Clinger-Cohen Act: No
 Service Contract Act: No
 Walsh-Healey Act: No
 Davis Bacon Act: No

Principal Place of Performance
 Principal Place Of Performance Code: VA
 Principal Place Of Performance County Name: ALEXANDRIA CITY
 Principal Place Of Performance City Name: ALEXANDRIA

Interagency Contracting Authority: Economy Act
 Other Interagency Contracting Statutory Authority: (1000 characters)
 Congressional District Place Of Performance: 08
 Place Of Performance Zip Code(+4): 22301 - 1001

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 Origin: USA UNITED STATES
 Place of Manufacture: Not a manufactured end product
 Domestic or Foreign Entity: U.S. Owned Business
 Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition
 InfoTech Commercial Item Category: Select One
 Claimant Program Code: Description:
 Sea Transportation: Select One
 GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP
 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: 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: No
 Preference Programs / Other Data
 Contracting Officer's Business Size Selection: Other than Small Business
 Subcontract Plan: Plan Not Required

Price Evaluation Percent Difference:	0	%
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Transaction Information

Award Type: Definitive Contract Prepared Date: 05/21/2013 14:15:37 Prepared User: (b)(6), (b)(7)(C)
 Award Status: Final Last Modified Date: 05/22/2013 08:18:46 Last Modified User: (b)(6), (b)(7)(C)

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	1544	(b)(7)(E)	0	0

Referenced IDV ID:

Reason For Modification:

Solicitation ID:

	Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol:	15	0324		Select One

Dates

	Amounts
Date Signed: 05/22/2013	Action Obligation: \$0.00
Effective Date: 05/22/2013	Base And Exercised Options Value: \$0.00
Completion Date: 05/31/2014	Base And All Options Value: \$2,500,000.00
Est. Ultimate Completion Date: 05/31/2014	Fee Paid for Use of Indefinite Delivery Vehicle: \$0.00

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U.S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT TEAM
Funding Agency ID: 1544	Funding Agency Name: U.S. MARSHALS SERVICE
Funding Office ID: HQ005	Funding Office Name: OPERATIONS SUPPORT TEAM
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception: [Remove Exception](#)

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 15

Business Category

Organization Type: CORPORATE NOT TAX	Business Types
Number of Employees: 15500	<input checked="" type="checkbox"/> Corporate Entity, Not Tax Exempt
State of Incorporation: DE	Line Of Business
Country of Incorporation: USA	<input checked="" type="checkbox"/> Manufacturer of Goods
Annual Revenue: \$3,572,999,936	Relationship With Federal Government
	<input checked="" type="checkbox"/> Both (Contracts and Grants)
	Organization Factors
	<input checked="" type="checkbox"/> For Profit Organization

Contract Data

Type of Contract:	Firm Fixed Price
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	No
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used

* FY 2004 and prior; 80% or more specified as performance requirement
 * FY 2005 and later; 50% or more specified as performance requirement

[Show Details](#)

Contingency Humanitarian Peacekeeping Operation:	Not Applicable		
Contract Financing:	Select One		
Cost Accounting Standards Clause:	No - CAS waiver approved		
Consolidated Contract:	No		
Number Of Actions:	1		
Legislative Mandates			
Clinger-Cohen Act:	No	Principal Place of Performance	
Service Contract Act:	No	Principal Place Of Performance Code:	State Location Country 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:	08
Other Interagency Contracting Statutory Authority: (1000 characters)		Place Of Performance Zip Code(+4):	22301 - 1001
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 Origin:	USA	UNITED STATES	
Place of Manufacture:	Not a manufactured end product		
Domestic or Foreign Entity:	U.S. Owned Business		
Recovered Materials/Sustainability:	No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition		
InfoTech Commercial Item Category:	Select One		
Claimant Program Code:	Description:		
Sea Transportation:	Select One		
GFE/GFP Provided Under This Action:	Transaction does not use GFE/GFP		
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:	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:	No		
Preference Programs / Other Data			
Contracting Officer's Business Size Selection:	Other than Small Business		
Subcontract Plan:	Plan Not Required		
Price Evaluation Percent Difference:	0	%	



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, quantities, and pricing information of the original products; and
- New products, part numbers, quantities, 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.

Agree

Disagree

Name: Lina Paniccia
Signature: Lina Paniccia
Title: Contracts Manager
Date: 25 April 2014

Name: _____
Signature: _____
Title: _____
Date: _____

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

Sincerely,

B Morris
Broderick Morris
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER MIQ M-13-A34-R-000288		OMB Clearance Control Number: 1103-0018	
2. CONTRACT NO. (b) (7)(E)		3. AWARD/EFFECTIVE DATE 05/22/2013	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301			CODE MMFSDP	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		NAICS: 334220 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Technical Operations Group (b) (7)(F) (b) (7)(F)			CODE MTOG	16. ADMINISTERED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		CODE MMFSDP	
17a. CONTRACTOR/OFFEROR HARRIS CORPORATION Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS P. O. BOX 37 MELBOURNE, FL 32902-0037		CODE 340276860	FACILITY CODE 02171520600	18a. PAYMENT WILL BE MADE BY Technical Operations Group (b) (7)(F) (b) (7)(F)		CODE MTOG	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(b) (7)(E) for IOD/Technical Operations Group Period of Performance 6/01/2013 - 5/31/2014 See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA USMS-2013-0324AD-A34-A3401-M-FWK1000P-31012-3121						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Deborah Averis</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Broderick Morris</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Deborah Averis Contracts Manager		30c. DATE SIGNED 21 May 2013	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Broderick Morris		31c. DATE SIGNED 05/22/2013		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
-----------------	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)			(b) (4)
0002	(b) (7)(E)				(b) (4)
0003	(b) (7)(E)				(b) (4)
0004	(b) (7)(E)				(b) (4)
0005	(b) (7)(E)				(b) (4)
0006	(b) (7)(E)				(b) (4)
0007	(b) (7)(E)				(b) (4)
0008	(b) (7)(E)				(b) (4)
0009	(b) (7)(E)				(b) (4)
0010	(b) (7)(E)				(b) (4)
0011	(b) (7)(E)				(b) (4)
0012	(b) (7)(E)				(b) (4)
0013	(b) (7)(E)				(b) (4)
0014	(b) (7)(E)				(b) (4)
0015	(b) (7)(E)				(b) (4)
0016	(b) (7)(E)				(b) (4)
0017	(b) (7)(E)				(b) (4)
0018	(b) (7)(E)				(b) (4)
0019	(b) (7)(E)				(b) (4)
0020	(b) (7)(E)				(b) (4)
0021	(b) (7)(E)				(b) (4)
0022	Laptop PC - Item Number 2009523-101	0.000000			
0023	Mobile Controller - Item Number 2019022-101	0.000000			
0024	(b) (7)(E)				(b) (4)
0025	(b) (7)(E)				(b) (4)

(b) (7)(E)

(b) (7)(E)

(b) (4)

0026
0027
0028
0029
0030
0031
0032

TOTAL

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$0.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F - - 31012 - - - - -
N/A	2	\$0.00	2013 - 0324AD - A34 - A3401 - M - FWK1000F - - 31012 - - - - -
		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.

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

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

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	
Clause	Title
52.246-24	Limitation of Liability--High-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)

(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.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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)

52.243-1 Changes--Fixed Price (Aug 1987)

(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)

(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 (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 Transfer--Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

___(48) 52.232-34, Payment by Electronic Funds Transfer--Other 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.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 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 (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 seq.*).

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

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (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

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/13/2013	2. CONTRACT NO. (if any) (b) (7)(E)	6. SHIP TO (b)(6), (b)(7)(C)		
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO. See Lines	a. NAME OF CONSIGNEE UNITED STATES MARSHALS SERVICE		
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS INVESTIGATIVE OPERATIONS DIVISION, 2604 Jefferson Davis		
		c. CITY Alexandria	d. STATE VA	e. ZIP CODE 22301
		f. SHIP VIA		

7. TO:		8. TYPE OF ORDER		
a. NAME OF CONTRACTOR HARRIS CORPORATION		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS P. O. BOX 37		10. REQUISITIONING OFFICE U.S. Marshals - Technical Operations Group (b) (7)(F) (b) (7)(F)		
d. CITY MELBOURNE	e. STATE FL	f. ZIP CODE 32902-0037		
9. ACCOUNTING AND APPROPRIATION DATA USMS-2013-0324AD-A34-A3401-M-FWK1000F-31012-3121				

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE		11/13/2013	NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery Date: 11/13/2013</p> <p>This order is issued against the above referenced 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.</p> <p>See Continuation Sheet(s)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT Destination	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$523,000.00	17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO:						
	a. NAME U.S. Marshals - Technical Operations Group					\$523,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) (b) (7)(F)						
c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)					

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Broderick Morris TITLE: CONTRACTING/ORDERING OFFICER
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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

Quantity in the "Quantity Accepted" column on the face of this order has been: inspected, accepted, received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

Table with 5 columns: SHIPMENT NUMBER, PARTIAL/FINAL, DATE RECEIVED, SIGNATURE OF AUTHORIZED U.S. GOV'T REP., DATE. Includes sub-sections for TOTAL CONTAINERS, GROSS WEIGHT, RECEIVED AT, and TITLE.

REPORT OF REJECTIONS

Table with 5 columns: ITEM NO., SUPPLIES OR SERVICES, UNIT, QUANTITY REJECTED, REASON FOR REJECTION. Contains multiple empty rows for reporting rejections.

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
0007			EA		
0008			EA		
0009			EA		
				TOTAL	\$523,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
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

This Section Is Intentionally Left Blank

Section 4 - List of Attachments

Exhibits and Attachments

This Section Is Intentionally Left Blank

Transaction Information

Award Type: Definitive Contract **Prepared Date:** 08/26/2013 14:13:28 **Prepared User:** (b)(6), (b)(7)(C)
Award Status: Final **Last Modified Date:** 09/13/2013 16:26:13 **Last Modified User:** (b)(6), (b)(7)(C)

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	1544	(b)(7)(E)	3	0

Referenced IDV ID:
Reason For Modification: ADDITIONAL WORK (NEW AGREEMENT,FAR PART 6 AP
Solicitation ID:

	Agency Main Sub Identifier Account Account	Initiative
Treasury Account Symbol: 15	0324	Select One

Dates

Date Signed: 08/26/2013
Effective Date: 08/26/2013
Completion Date: 09/13/2013
Est. Ultimate Completion Date: 05/31/2014

Amounts

	Current	Total
Action Obligation:	-\$523,000.00	\$515,000.00
Base And Exercised Options Value:	\$0.00	\$1,038,000.00
Base And All Options Value:	\$0.00	\$3,074,000.00
Fee Paid for Use of Indefinite Delivery Vehicle:	\$0.00	

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U.S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT TEAM
Funding Agency ID: 1544	Funding Agency Name: U.S. MARSHALS SERVICE
Funding Office ID: HQ005	Funding Office Name: OPERATIONS SUPPORT TEAM
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception:

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 08

Business Category

Organization Type: CORPORATE NOT TAX
Number of Employees: 15500
State of Incorporation: DE
Country of Incorporation: USA
Annual Revenue: \$3,572,999,936

Business Types

Corporate Entity, Not Tax Exempt
Line Of Business
 Manufacturer of Goods
Relationship With Federal Government
 Both (Contracts and Grants)
Organization Factors
 For Profit Organization

Contract Data

Type of Contract: Firm Fixed Price
Multiyear Contract: No
Major Program:
National Interest Action: None
Cost Or Pricing Data: No
Purchase Card Used As Payment Method: No
Un definitized Action: No
Performance Based Service Acquisition: No - Service where PBA is not used.
** FY 2004 and prior; 80% or more specified as performance requirement*

* 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: 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 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: 08
 Other Interagency Contracting Statutory Authority: (1000 characters) Place Of Performance Zip Code(+4): 22301 - 1001

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 Origin: USA UNITED STATES
 Place of Manufacture: Not a manufactured end product
 Domestic or Foreign Entity: U.S. Owned Business
 Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition
 InfoTech Commercial Item Category: Select One
 Claimant Program Code: Description:
 Sea Transportation: Select One
 GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP
 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: 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: No
 Preference Programs / Other Data
 Contracting Officer's Business Size Selection: Other than Small Business
 Subcontract Plan: Plan Not Required

Price Evaluation Percent Difference:	0	%
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(b) (7)(E)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE OMB Clearance Control Number : 1103-0018

2. AMENDMENT/MODIFICATION NO. 0003. 3. EFFECTIVE DATE 09/27/2013 4. REQUISITION/PURCHASE REQ. NO. See Lines 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE MMFSDP 7. ADMINISTERED BY (If other than Item 6) CODE U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) HARRIS CORPORATION Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS P. O. BOX 37 MELBOURNE, FL 32902-0037 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DJM-13-A41-V-0212 10B. DATED (SEE ITEM 13) 05/22/2013 CODE 340276860 FACILITY CODE 0217152060003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Table with 2 columns: CHECK ONE, and A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT! Contractor is not, is required to sign this document and return copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to clarify previous orders under the above referenced USMS contract. The attached document contains all of the correct products and prices of the items ordered through the previous four orders.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Dawnn Wheeler, Contracts Manager 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Broderick Morris 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 10/17/13 16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer) 16C. DATE SIGNED 17 Oct 2013

ORDER #1 ISSUED ON 6/19/2013

PRODUCT NAME	QUANTITY	UNIT PRICE	SUBTOTAL
(b) (7)(E)	(b) (7)(E)	(b) (4)	(b) (4)

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

PRODUCT NAME	QUANTITY	UNIT PRICE	SUBTOTAL
(b) (7)(E)	(b) (7)(E)	(b) (4)	(b) (4)

TOTAL \$464,000.00

ORDER #3 ISSUED ON 9/13/2013

PRODUCT NAME	QUANTITY	UNIT PRICE	SUBTOTAL
(b) (7)(E)	(b) (7)(E)	(b) (4)	(b) (4)

TOTAL \$523,000.00

ORDER #4 ISSUED ON 9/25/2013

PRODUCT NAME	QUANTITY	UNIT PRICE	SUBTOTAL
(b) (7)(E)	(b) (7)(E)	(b) (4)	(b) (4)

PRODUCT NAME	QUANTITY	UNIT PRICE	SUBTOTAL
(b) (7)(E)	(b) (4)		

TOTAL \$1,722,000.00

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/30/2014	2. CONTRACT NO. (If any) (b) (7)(E)	6. SHIP TO:		
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO. (b) (7)(E)	a. NAME OF CONSIGNEE U.S. Marshals - Technical Operations Group		
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS (b) (7)(F)		
		c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)
7. TO:		f. SHIP VIA		

a. NAME OF CONTRACTOR HARRIS CORPORATION	8. TYPE OF ORDER	
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS,	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
c. STREET ADDRESS P. O. BOX 37	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY MELBOURNE	10. REQUISITIONING OFFICE U.S. Marshals - Technical Operations Group (b) (7)(F) (b) (7)(F)	
e. STATE FL	f. ZIP CODE 32902-0037	
9. ACCOUNTING AND APPROPRIATION DATA See Lines		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination		07/30/2014	NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery Date: 07/30/2014</p> <p>This order is issued against the above referenced USMS contract for a combination of (b) (7)(E) products. The specific products can be seen on page 3.</p> <p>See Continuation Sheet(s)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$574,000.00	17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO:						
	a. NAME U.S. Marshals - Technical Operations Group	b. STREET ADDRESS (or P.O. Box) (b) (7)(F)				\$574,000.00	17(i) GRAND TOTAL
	c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)				
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Broderick Morris TITLE: CONTRACTING/ORDERING OFFICER			

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
0007			EA		
				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

This Section Is Intentionally Left Blank

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Transaction Information

Award Type: Definitive Contract **Prepared Date:** 04/30/2014 12:11:40 **Prepared User:** (b)(6), (b)(7)(C)
Award Status: Final **Last Modified Date:** 04/30/2014 12:11:47 **Last Modified User:** (b)(6), (b)(7)(C)

Document Information

Agency	Procurement Identifier	Modification No	Trans No
Award ID: 1544	(b)(7)(E)	5	0

Referenced IDV ID:
Reason For Modification: FUNDING ONLY ACTION

Solicitation ID:

Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol: 15	0324		Select One

Dates

Date Signed: 04/30/2014
Effective Date: 04/30/2014
Completion Date: 05/31/2014
Est. Ultimate Completion Date: 05/31/2014

Amounts

	Current	Total
Action Obligation:	\$574,000.00	\$2,811,000.00
Base And Exercised Options Value:	\$574,000.00	\$3,334,000.00
Base And All Options Value:	\$574,000.00	\$5,370,000.00

Fee Paid for Use of Indefinite Delivery Vehicle: \$0.00

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U.S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT BRANCH
Funding Agency ID: 1544	Funding Agency Name: U.S. MARSHALS SERVICE
Funding Office ID: HQ009	Funding Office Name: INVESTIGATIVE OPERATIONS DIVISION
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception:

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 08

Business Category

Organization Type: CORPORATE NOT TAX
Number of Employees: 15500
State of Incorporation: DE
Country of Incorporation: USA
Annual Revenue: \$3,572,999,936

Business Types

- Corporate Entity, Not Tax Exempt
- Line Of Business**
- Manufacturer of Goods
- Relationship With Federal Government**
- Both (Contracts and Grants)
- Organization Factors**
- For Profit Organization

Contract Data

Type of Contract:	Firm Fixed Price
Multiyear Contract:	No
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	No
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	No - Service where PBA is not used.

* FY 2004 and prior; 80% or more specified as performance requirement

* 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: 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 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: 08
 Other Interagency Contracting Statutory Authority: (1000 characters) Place Of Performance Zip Code(+4): 22301 - 1001

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 Origin: USA UNITED STATES
 Place of Manufacture: Not a manufactured end product
 Domestic or Foreign Entity: U.S. Owned Business
 Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition
 InfoTech Commercial Item Category: Select One
 Claimant Program Code: Description:
 Sea Transportation: Select One
 GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP
 Use Of EPA Designated Products: Not Required
 Description Of Requirement: (4000 characters) Informational - Commercial Item equipment

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: 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: No
 Preference Programs / Other Data
 Contracting Officer's Business Size Selection: Other than Small Business
 Subcontract Plan: Plan Not Required

Price Evaluation Percent Difference:

0 %

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE (b) (7)(E)	OMB Clearance Control Number: 1103-0018
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09/26/2013	4. REQUISITION/PURCHASE REQ. NO. (b) (7)(E)	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301	CODE MMFSDP	7. ADMINISTERED BY (If other than Item 6) UNITED STATES MARSHALS SERVICE INVESTIGATIVE OPERATIONS DIVISION 2604 Jefferson Davis Highway Alexandria, VA 22301	CODE MMISD
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) HARRIS CORPORATION Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS P. O. BOX 37 MELBOURNE, FL 32902-0037		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE 340276860			9B. DATED (SEE ITEM 11)
FACILITY CODE 0217152060003		X	10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)
			10B. DATED (SEE ITEM 13) 09/25/2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

USMS-2013-0324AD-A34-A3401-M-FWK1000F-31012-3121

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

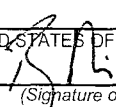
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to change the delivery date of the above referenced order (i.e. **(b) (7)(E)**) from 11/25/2013 to 12/15/2013. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Broderick Morris	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 09/26/2013

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	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		

(b) (7)(E)

(b) (4)

0007

(b) (7)(E)

EA	Current: \$20,000.0000
	Previous: \$20,000.0000
	Change: \$0.0000
	Current: \$20,000.0000

PREVIOUS TOTAL	\$1,722,000.00
CHANGE	\$0.00
CURRENT TOTAL	\$1,722,000.00

FUNDING DETAILS:

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

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/25/2013		2. CONTRACT NO. (If any) (b) (7)(E)		6. SHIP TO: (b)(6), (b)(7)(C)	
3. ORDER NO. (b) (7)(E)		4. REQUISITION/REFERENCE NO. (b) (7)(E)		a. NAME OF CONSIGNEE UNITED STATES MARSHALS SERVICE	
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301					
b. STREET ADDRESS INVESTIGATIVE OPERATIONS DIVISION, (b) (7)(F)					
c. CITY (b) (7)(F)		d. STATE (b) (7)(F)		e. ZIP CODE (b) (7)(F)	
f. SHIP VIA					
7. TO: a. NAME OF CONTRACTOR HARRIS CORPORATION					
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS					
c. STREET ADDRESS P. O. BOX 37					
d. CITY MELBOURNE		e. STATE FL		f. ZIP CODE 32902-0037	
9. ACCOUNTING AND APPROPRIATION DATA USMS-2013-0324AD-A34-A3401-M-FWK1000F-31012-3121					
10. REQUISITIONING OFFICE U.S. MARSHALS SERVICE PROCUREMENT OFFICE 9TH FLR. CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301					
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT Destination					
13. PLACE OF a. INSPECTION Acceptance		b. ACCEPTANCE		14. GOVERNMENT B/L NO.	
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 11/25/2013				16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery Date: 11/25/2013</p> <p>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.</p> <p>See Continuation Sheet(s)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$1,722,000.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME UNITED STATES MARSHALS SERVICE						\$1,722,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) INVESTIGATIVE OPERATIONS DIVISION, 2604 Jefferson Davis Highway							
c. CITY Alexandria		d. STATE VA		e. ZIP CODE 22301				
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Broderick Morris TITLE: CONTRACTING/ORDERING OFFICER		

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
0007			EA		
				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

This Section Is Intentionally Left Blank

Section 4 - List of Attachments

Exhibits and Attachments

This Section Is Intentionally Left Blank

Transaction Information

Award Type: Definitive Contract **Prepared Date:** 09/25/2013 11:52:10 **Prepared User:** (b)(6), (b)(7)(C)
Award Status: Final **Last Modified Date:** 09/25/2013 11:52:44 **Last Modified User:** (b)(6), (b)(7)(C)

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	1544	(b)(7)(E)	4	0

Referenced IDV ID:
Reason For Modification: ADDITIONAL WORK (NEW AGREEMENT, FAR PART 6 AP

Solicitation ID:

	Agency Identifier	Main Account	Sub Account	Initiative
Treasury Account Symbol:	15	0324		Select One

Dates

Date Signed: 09/25/2013
Effective Date: 09/25/2013
Completion Date: 11/25/2013
Est. Ultimate Completion Date: 11/25/2013

Amounts

	Current	Total
Action Obligation:	\$1,722,000.00	\$2,237,000.00
Base And Exercised Options Value:	\$1,722,000.00	\$2,760,000.00
Base And All Options Value:	\$1,722,000.00	\$4,796,000.00

Fee Paid for Use of Indefinite Delivery Vehicle: \$0.00

Purchaser Information

Contracting Office Agency ID: 1544	Contracting Office Agency Name: U. S. MARSHALS SERVICE
Contracting Office ID: HQ005	Contracting Office Name: OPERATIONS SUPPORT TEAM
Funding Agency ID: 1544	Funding Agency Name: U. S. MARSHALS SERVICE
Funding Office ID: HQ009	Funding Office Name: INVESTIGATIVE OPERATIONS DIVISION
Foreign Funding: Not Applicable	

Contractor Information

SAM Exception:

DUNS No: 021715206	Street: 2400 PALM BAY RD NE
Vendor Name: HARRIS CORPORATION	Street2:
DBAN:	City: PALM BAY
	State: FL Zip: 329053377
	Country: UNITED STATES
	Phone: (321) 727-5095
	Fax No: (321) 726-3447
	Congressional District: FLORIDA 08

Business Category

Organization Type: CORPORATE NOT TAX
Number of Employees: 15500
State of Incorporation: DE
Country of Incorporation: USA
Annual Revenue: \$3,572,999,936

Business Types
 Corporate Entity, Not Tax Exempt
Line Of Business
 Manufacturer of Goods
Relationship With Federal Government
 Both (Contracts and Grants)
Organization Factors
 For Profit Organization

Contract Data

Type of Contract: Firm Fixed Price
Multiyear Contract: No
Major Program:
National Interest Action: None
Cost Or Pricing Data: No
Purchase Card Used As Payment Method: No
Un definitized Action: No
Performance Based Service Acquisition: No - Service where PBA is not used.
** FY 2004 and prior; 80% or more specified as performance requirement*

* 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: 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 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: 08
 Other Interagency Contracting Statutory Authority: (1000 characters) Place Of Performance Zip Code(+4): 22301 - 1001

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 Origin: USA UNITED STATES
 Place of Manufacture: Not a manufactured end product
 Domestic or Foreign Entity: U.S. Owned Business
 Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included OMB Policy on Sustainable Acquisition
 InfoTech Commercial Item Category: Select One
 Claimant Program Code: Description:
 Sea Transportation: Select One
 GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP
 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: 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: No
 Preference Programs / Other Data
 Contracting Officer's Business Size Selection: Other than Small Business
 Subcontract Plan: Plan Not Required

Price Evaluation Percent Difference:	0	%
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Marshals Service Headquarters Contracts - FSD Crystal Square #3, 9th Floor 2604 Jefferson Davis Hwy Alexandria, VA 22301-1025	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Harris Government Communications Systems P.O. Box 37 Melbourne, FL 32902-0037			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)	
			<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 09/29/2011	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 4.804 CLOSEOUT BY THE OFFICE ADMINISTERING THE CONTRACT

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

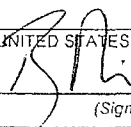
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of bilateral modification 0001 is to close out Purchase Order **(b) (7)(E)** in its entirety. The contractor agrees to the following:

1. That all supplies/services have been delivered, and
2. All invoices have been issued and paid in full.

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian W. Curry, Contracts Manager	15B. CONTRACTOR/OFFEROR Brian W. Curry <small>Digitally signed by Brian W. Curry DN: cn=Brian W. Curry, o=Harris Government Communications Systems, email=brian.w.curry@harris.com, c=US Date: 2014.07.01 15:16:00 -0400</small>	15C. DATE SIGNED 01/07/2014	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Broderick Morris	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 8 Jan 2014
--	--	--------------------------------	--	--	--------------------------------

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 OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M-001	3. EFFECTIVE DATE See blk. 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)
---	-----------------------------------	---	--------------------------------

6. ISSUED BY United States Marshals Service P.O. Box 2326 Arlington, VA 22202 Attn: Donnell R. Sam	7. ADMINISTERED BY Same as block 6.
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Harris Corporation dba Government Communications Systems P.O. Box 37 Melbourne FL 32902-0037	()	9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)
		10B. DATED (SEE ITEM 13) 9/29/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) TRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON-
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Part 52.243-1 (Changes - Fixed Price)	
	D. OTHER (Specify Type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to re-establish the delivery date as follows:
From: 02/01/2012 To: 9/27/2012
- All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains and in full force and effect.

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Donnell R. Sam
15B. CONTRACT/OFFEROR <i>(Signature of person authorized to sign)</i>	15c. DATE SIGNED
16B. UNITED STATES OF AMERICA By <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/29/2011	2. CONTRACT NO. (If any) (b) (7)(E)	6. SHIP TO:		
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO.	a. NAME OF CONSIGNEE Technical Operations Group - (b)(6), (b)(7)(C)		
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS (b) (7)(F)		
7. TO:		c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)
		f. SHIP VIA		

a. NAME OF CONTRACTOR HARRIS CORPORATION	8. TYPE OF ORDER		
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS	<input type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS P. O. BOX 37	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY MELBOURNE	10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)		
e. STATE FL	f. ZIP CODE 32902-0037		
9. ACCOUNTING AND APPROPRIATION DATA 2011-0324A-A3408-FWB1000F-3100			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2012	16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery Date: 02/01/2012</p> <p>BPA for (b) (7)(E) Hardware and Accessories. Requisition No. SO-11-0241 DCN: ISDF-11-0291</p> <p>Complete Project Code Listing: FWB1000F/2000F</p> <p>Contractor shall contact the Contracting Officer regarding delivery date of (b) (7)(E) related item</p> <p>See Continuation Sheet(s)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$304,849.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:					
	a. NAME Technical Operations Group - (b)(6), (b)(7)(C)				\$304,849.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) (b) (7)(F)					
c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)				

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Donnell Sam TITLE: CONTRACTING/ORDERING OFFICER
---	--

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0002	(b) (7)(E)		EA		
0003	(b) (7)(E)		EA		
0004		EA			
0005		EA			
0006		EA			
0007		EA			
0008		EA			
0009		EA			
0010		EA			
				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 - - - - -
		TOTAL: \$304,849.00	

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)

(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) 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)

(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

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/29/2011 2. CONTRACT NO. (If any) (b) (7)(E) 6. SHIP TO:

3. ORDER NO. (b) (7)(E) 4. REQUISITION/REFERENCE NO. Technical Operations Group - (b)(6), (b)(7)(C) a. NAME OF CONSIGNEE

5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301 b. STREET ADDRESS (b) (7)(F)

c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F) f. SHIP VIA

7. TO: a. NAME OF CONTRACTOR HARRIS CORPORATION b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS c. STREET ADDRESS P. O. BOX 37

8. TYPE OF ORDER a. PURCHASE b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)

d. CITY MELBOURNE e. STATE FL f. ZIP CODE 32902-0037

9. ACCOUNTING AND APPROPRIATION DATA 2011-0324A-A3408-FWB1000F-3100

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone f. SERVICE-DISABLED VETERAN-OWNED 12. F.O.B. POINT

13. PLACE OF a. INSPECTION b. ACCEPTANCE 14. GOVERNMENT B/L NO. 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2012 16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO., SUPPLIES OR SERVICES, ORDERED QUANTITY, UNIT, UNIT PRICE, AMOUNT, QUANTITY ACCEPTED. Row 1: Delivery Date: 02/01/2012, BPA for (b) (7)(E) Hardware and Accessories, Requisition No. SO-11-0241, DCN: ISDF-11-0291, Complete Project Code Listing: FWB1000F/2000F, Contractor shall contact the Contracting Officer regarding delivery date of (b) (7)(E) related item, See Continuation Sheet(s).

18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO.

21. MAIL INVOICE TO: a. NAME Technical Operations Group - (b)(6), (b)(7)(C) b. STREET ADDRESS (or P.O. Box) (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F)

SEE BILLING INSTRUCTIONS ON REVERSE \$304,849.00 17(h) TOT. (Cont. pages)

\$304,849.00 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 23. NAME (Typed) Donnell Sam

Handwritten signature: Donnell R. Sam

TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0002	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0003	(b) (7)(E)		EA	(b)	(4)
0004			EA	(b)	(4)
0005			EA	(b)	(4)
0006			EA	(b)	(4)
0007			EA	(b)	(4)
0008			EA	(b)	(4)
0009			EA	(b)	(4)
0010			EA	(b)	(4)
				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 - - - - -
		TOTAL: \$304,849.00	

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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%.
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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.

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1. DESCRIPTION OF EQUIPMENT

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.

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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 CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Marshals Service Headquarters Contracts - FSD Crystal Square #3, 9th Floor 2604 Jefferson Davis Hwy Alexandria, VA 22301-1025	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Harris Government Communications Systems P.O. Box 37 Melbourne, FL 32902-0037			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)	
			10B. DATED (SEE ITEM 13) 09/30/2011	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 4.804 CLOSEOUT BY THE OFFICE ADMINISTERING THE CONTRACT

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

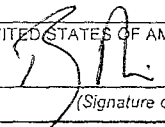
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of bilateral modification 0001 is to close out Purchase Order **(b) (7)(E)** in its entirety. The contractor agrees to the following:

1. That all supplies/services have been delivered, and
2. All invoices have been issued and paid in full.

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian W. Curry, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Broderick Morris
15B. CONTRACTOR/OFFEROR Brian W. Curry <small>Digitally signed by Brian W. Curry DN: cn = Brian W. Curry, o = Harris Government Systems, ou = Governmental Communications Systems, email = bcurry@harris.com, c = US Date: 2014.07.01 14:34:30 -0400</small>	15C. DATE SIGNED 01/07/2014
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 8 Jan 2014

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 OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. 0001
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. NA
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Marshals Service
 Headquarters Contracts - FSD
 Crystal Square #3, 9th Floor
 2604 Jefferson Davis Hwy
 Alexandria, VA 22301-1025
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Harris Government Communications Systems
 P.O. Box 37
 Melbourne, FL 32902-0037
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. (X)
 (b) (7)(E)
 10B. DATED (SEE ITEM 13) 09/30/2011
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 4.804 CLOSEOUT BY THE OFFICE ADMINISTERING THE CONTRACT

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of bilateral modification 0001 is to close out Purchase Order (b) (7)(E) in its entirety. The contractor agrees to the following:

1. That all supplies/services have been delivered, and
2. All invoices have been issued and paid in full.

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Broderick Morris	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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.

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
09/30/2011

2. CONTRACT NO. (If any)
(b) (7)(E)

3. ORDER NO.
(b) (7)(E)

4. REQUISITION/REFERENCE NO.

5. ISSUING OFFICE (Address correspondence to)
U.S. MARSHALS SERVICE
HEADQUARTERS CONTRACTS - FSD
9TH FLOOR CS3
2604 Jefferson Davis Hwy
Alexandria, VA 22301

6. SHIP TO:

a. NAME OF CONSIGNEE
IOD - Technical Operations Group - (b)(6), (b)(7)(C)

b. STREET ADDRESS
(b) (7)(F)

c. CITY
(b) (7)(F)

d. STATE
(b) (7)(F)

e. ZIP CODE
(b) (7)(F)

f. SHIP VIA

7. TO:

a. NAME OF CONTRACTOR
HARRIS CORPORATION

b. COMPANY NAME
Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS

c. STREET ADDRESS
P. O. BOX 37

8. TYPE OF ORDER

a. PURCHASE
REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

d. CITY
MELBOURNE

e. STATE
FL

f. ZIP CODE
32902-0037

9. ACCOUNTING AND APPROPRIATION DATA
2011-0324A-A3406-FWK 1000F-3130

10. REQUISITIONING OFFICE
IOD - Technical Operations Group
(b) (7)(F)
(b) (7)(F)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED

d. WOMEN-OWNED e. HUBZone f. SERVICE- DISABLED VETERAN-OWNED

12. F.O.B. POINT
Destination

13. PLACE OF

a. INSPECTION
Destination

b. ACCEPTANCE
Destination

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
02/01/2012

16. DISCOUNT TERMS
NET 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Delivery Date: 02/01/2012</p> <p>This is a BPA Call that is being placed against BPA # DJMS-11-A-0468 for (b) (7)(E) Hardware and Accessories.</p> <p>Requisition No.: TOG-11-0517 DC No.: ISDF-11-0387</p> <p>See Continuation Sheet(s)</p>					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:

a. NAME
IOD - Technical Operations Group - (b)(6), (b)(7)(C)

b. STREET ADDRESS (or P.O. Box)
(b) (7)(F)

c. CITY
(b) (7)(F)

d. STATE
(b) (7)(F)

e. ZIP CODE
(b) (7)(F)

\$304,849.00

17(h) TOT. (Cont. pages)

\$304,849.00

17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)
David K. Dover

23. NAME (Typed)
David Dover
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0002	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0003	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0004	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0005	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0006	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0007	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0008	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0009	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
TOTAL					\$304,849.00

FUNDING DETAILS:

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

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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) 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)

(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

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/18/2012	2. CONTRACT NO. (if any) (b) (7)(E)	6. SHIP TO:	
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO. See Lines	a. NAME OF CONSIGNEE Technical Operations Group	
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS (b) (7)(F)	
		c. CITY (b) (7)(F)	e. ZIP CODE (b) (7)(F)
		d. STATE (b) (7)(F)	f. SHIP VIA

7. TO:	8. TYPE OF ORDER
a. NAME OF CONTRACTOR HARRIS CORPORATION	<input type="checkbox"/> a. PURCHASE
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS	<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
c. STREET ADDRESS P. O. BOX 37	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)	d. CITY MELBOURNE	e. STATE FL	f. ZIP CODE 32902-0037
9. ACCOUNTING AND APPROPRIATION DATA SA-2012-0324A-A3408-FWB2000F-3130			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> h. WOMEN-OWNED SMALL BUSINESS (WOSB)	<input type="checkbox"/> i. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/18/2013	16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE X			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Delivery Date: 01/18/2013 BPA for (b) (7)(E) Equipment. Requisition No. TOG-12-518 DCN: ISDF-12-0576 2012-0324A-A3408-FWB2000F - \$120,000.00 2012-0324A-A3408-FWB3000F - \$108,000.00 Delivery is 120 days after receipt of order. See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$228,000.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Technical Operations Group			\$228,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 8730 Morrisette Drive				
c. CITY Springfield	d. STATE VA	e. ZIP CODE 22152			

22. UNITED STATES OF AMERICA BY (Signature) <i>Donnell R. Se</i>	23. NAME (Typed) Donnell Sam TITLE: CONTRACTING/ORDERING OFFICER
---	--

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
				TOTAL	\$228,000.00

FUNDING DETAILS:

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

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/25/2012	2. CONTRACT NO. (If any) (b) (7)(E)	6. SHIP TO:	
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO. See Lines	a. NAME OF CONSIGNEE Technical Operations Group	
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS (b) (7)(F)	
		c. CITY (b) (7)(F)	e. ZIP CODE (b) (7)(F)
		d. STATE (b) (7)(F)	f. SHIP VIA

7. TO:		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR HARRIS CORPORATION		<input type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS P. O. BOX 37		10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)	
d. CITY MELBOURNE	e. STATE FL	f. ZIP CODE 32902-0037	
9. ACCOUNTING AND APPROPRIATION DATA SA-2012-0324A-A3406-FWK1000F-3100			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> h. WOMEN-OWNED SMALL BUSINESS (WOSB)	<input type="checkbox"/> i. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/25/2013	16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Delivery Date: 01/25/2013 BPA for (b) (7)(E) (b) (7)(E) Equipment. Requisition No. TOG-12-524 DCN: ISDF-12-0594 DCN:ISDF-12-0594 Delivery is 120 days after receipt of order. See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$526,030.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Technical Operations Group	b. STREET ADDRESS (or P.O. Box) (b) (7)(F)		\$526,030.00	17(i) GRAND TOTAL
	c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donnell Sam TITLE: CONTRACTING/ORDERING OFFICER
---	--

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)		EA	(b) (4)	
0002			EA		
0003			EA		
0004			EA		
0005			EA		
0006			EA		
				TOTAL	\$526,030.00

FUNDING DETAILS:

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

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)

(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.
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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, requirements, 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

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number: 1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/15/2012
2. CONTRACT NO. (b) (7)(E)
3. ORDER NO. (b) (7)(E)
4. REQUISITION/REFERENCE NO. See Lines
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301
6. SHIP TO: a. NAME OF CONSIGNEE Technical Operations Group b. STREET ADDRESS (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F) f. SHIP VIA

7. TO: a. NAME OF CONTRACTOR HARRIS CORPORATION b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS c. STREET ADDRESS P. O. BOX 37
8. TYPE OF ORDER a. PURCHASE b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)
d. CITY MELBOURNE e. STATE FL f. ZIP CODE 32902-0037
9. ACCOUNTING AND APPROPRIATION DATA SA-2012-0324A-A3406-FWK1000F-3130

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone f. EMERGING SMALL BUSINESS g. SERVICE-DISABLED VETERAN-OWNED h. WOMEN-OWNED SMALL BUSINESS (WOSB) i. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
12. F.O.B. POINT

13. PLACE OF a. INSPECTION b. ACCEPTANCE
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/15/2013
16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO., SUPPLIES OR SERVICES, ORDERED QUANTITY, UNIT, UNIT PRICE, AMOUNT, QUANTITY ACCEPTED. Row 1: Delivery Date: 01/15/2013, BPA for (b) (7)(E) (b) (7)(E) Equipment, Requisition No. TOG-12-510, DCN: ISDF-12-0551, Delivery of all items is 120 ARO. See Continuation Sheet(s)

18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO. 21. MAIL INVOICE TO: a. NAME Technical Operations Group b. STREET ADDRESS (or P.O. Box) (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F)
SEE BILLING INSTRUCTIONS ON REVERSE
\$263,334.00 17(h) TOT. (Cont. pages)
\$263,334.00 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) Donnell R. Sam
23. NAME (Typed) Donnell Sam
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
	Period Line Indicator: Base Period				
0002	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0003	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0004	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0005	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0006	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0007	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
				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

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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, requirements, 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

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/15/2012	2. CONTRACT NO. (If any) (b) (7)(E)	6. SHIP TO:	
3. ORDER NO. (b) (7)(E)	4. REQUISITION/REFERENCE NO. See Lines	a. NAME OF CONSIGNEE Technical Operations Group	
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		b. STREET ADDRESS (b) (7)(F)	
		c. CITY (b) (7)(F)	d. STATE (b) (7)(F)
		e. ZIP CODE (b) (7)(F)	
7. TO:		f. SHIP VIA	

a. NAME OF CONTRACTOR HARRIS CORPORATION	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS	
c. STREET ADDRESS P. O. BOX 37	

d. CITY MELBOURNE	e. STATE FL	f. ZIP CODE 32902-0037	10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)
9. ACCOUNTING AND APPROPRIATION DATA SA-2012-0324A-A3404-FWE6117F-3130			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> h. WOMEN-OWNED SMALL BUSINESS (WOSB)	<input type="checkbox"/> i. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/15/2013	16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE X			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	ORDERED QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Delivery Date: 01/15/2013 BPA for (b) (7)(E) equipment. Requisition No. TOG-12-508 DCN: ISDF-12-0531 See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$324,834.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME Technical Operations Group				
	b. STREET ADDRESS (or P.O. Box) (b) (7)(F)	c. CITY (b) (7)(F)	d. STATE (b) (7)(F)	e. ZIP CODE (b) (7)(F)	\$324,834.00

22. UNITED STATES OF AMERICA BY (Signature) <i>Donnell R. Sam</i>	23. NAME (Typed) Donnell Sam TITLE: CONTRACTING/ORDERING OFFICER
--	--

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E) Period Line Indicator: Base Period	(b) (7)(E)	EA	(b)	(4)
0002	(b) (7)(E) (b) (7)(E) Period Line Indicator: Base Period	(b) (7)(E)	EA	(b)	(4)
0003	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0004	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0005	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0006	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0007	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0008	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0009	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0010	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0011	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
				TOTAL	\$324,834.00

FUNDING DETAILS:

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

TOTAL: \$324,834.00

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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 Attachments

Exhibits and Attachments

This Section Is Intentionally Left Blank

2. AMENDMENT/MODIFICATION NO. M-001	3. EFFECTIVE DATE See blk. 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)
--	-----------------------------------	---	--------------------------------

6. ISSUED BY United States Marshals Service P.O. Box 2326 Arlington, VA 22202 Attn: Donnell R. Sam	7. ADMINISTERED BY Same as block 6.	8. CODE	9. CODE
--	--	---------	---------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Harris Corporation Doing Business as: Government Communications Systems Division P.O. Box Melbourne, FL 32902-0037	9a. AMENDMENT OF SOLICITATION NO. ()	9b. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)
		10B. DATED (SEE ITEM 13) 9/27/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)
To be provided under each individual order.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) TRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CCN.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement	
	D. OTHER (Specify Type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

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

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Dawnn Wheeler, Contracts Manager	15B. DATE SIGNED 3/2/12	16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Donnell R. Sam	16B. DATE SIGNED 3/2/2012
15B. CONTRACT OFFICER <i>(Signature of person authorized to sign)</i>		16B. UNITED STATES OF AMERICA By <i>(Signature of Contracting Officer)</i>	

3. Additional items and quantities are as follows:

ITEM	Description	Qty.	Unit of Issue	Unit Price	Total Amount
0016	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
Note: CLIN 0016 unit price decreases to (b) (4) with a single order of (b) (7)(E).					
0017	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
Note: CLIN 0017 unit price decreases to (b) (4) with a single order of (b) (7)(E).					
0018	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
Note: CLIN 0018 unit price decreases to (b) (4) with a single order of (b) (7)(E).					
0019	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
Note: CLIN 0019 unit price decreases to (b) (4) with a single order of (b) (7)(E).					
0020	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
0021	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
0022	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)
Note: CLIN 0022 unit price decreases to (b) (4) with a single order of (b) (7)(E).					
0023	(b) (7)(E)	■	ea.	(b) (4)	(b) (4)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	OMB Clearance Control Number: 1103-0018		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER
(b) (7)(E)	09/27/2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)

9. ISSUED BY	CODE	HQ002	10. THE ACQUISITION IS
U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301			<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
<input type="checkbox"/> SEE SCHEDULE	NET 30	<input type="checkbox"/>	
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	CODE	TOG	16. ADMINISTERED BY	CODE	HQ002
Technical Operations Group (b) (7)(F) (b) (7)(F)			U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301		

17a. CONTRACTOR/ OFFEROR	CODE	340276860	FACILITY CODE	021715206000	18a. PAYMENT WILL BE MADE BY	CODE	MFSDFIN
HARRIS CORPORATION Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS DIVISION P. O. BOX 37 MELBOURNE, FL 32902-0037					UNITED STATES MARSHALS SERVICE OFFICE OF FINANCE - FSD 11TH FLR. CS3 2604 Jefferson Davis Highway Alexandria, VA 22301		

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
<input type="checkbox"/>	<input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Requisition No: TOG-11-313 DCN:ISDF-11-0255 Individual order delivery is to occur no later than 120 days after receipt of order from USMS. Harris quote (b) (7)(E), dated 9/15/2011, is hereby incorporated into the subject order. See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	25. TOTAL AWARD AMOUNT (For Govt. Use Only)
2011-0324A-A3406-FWK1000F-3100	\$0.00

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
<i>Patricia Scianora Harris Corp</i>	<i>Donnell R. Sam</i>
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF THE CONTRACTING OFFICER (Type or print)
Patricia Scianora Contracts	Donnell Sam
30c. DATE SIGNED	31c. DATE SIGNED
9/27/11	9/27/2011

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1	Solicitation/Contract Form.	1
2	Commodity or Services Schedule.	4
3	Contract Clauses.	5
	G-1 Invoice Requirements.	8
	H-1 Blanket Purchase Agreement.	9
	H-2 Description of Equipment.	9
	H-3 Roles and responsibilities of Government Personnel.	9
	52.212-4 Contract Terms and Conditions--Commercial Items (Mar 2009).	5
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Feb 2010).	10
	USMS-0001 Release of Residual Funds (\$100 or Less).	10
	USMS-0002 Release of Residual Funds (Greater Than \$100).	10
4	List of Attachments.	14

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0002	(b) (7)(E)		EA		
0003	(b) (7)(E) (b) (7)(E)		EA		
0004	(b) (7)(E) (b) (7)(E)		EA		
0005	(b) (7)(E)		EA		
0006	(b) (7)(E) (b) (7)(E)		EA		
0007	(b) (7)(E) (b) (7)(E)		EA		
0008	(b) (7)(E) (b) (7)(E)		EA		
0009	(b) (7)(E)		EA		
0010			EA		
0011	(b) (7)(E)		EA		
0012			EA		
0013			EA		
0014			EA		
0015			EA		
				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	

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 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.

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

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

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

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 Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

(1) Invoice Header (Appears on every invoice sheet)

- (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
- (ii) Contract Number
- (iii) Contract Requirement/Title
- (iv) Invoice Number
- (v) Invoice Date
- (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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, requirements, 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)

[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).

- __ (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 off-the-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, and 110-138).

- ___ (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 the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (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.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 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 seq.*).

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

__ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

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

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

(End of clause)

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). These 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:

Item Number	Description
(b) (7) (E)	(b) (7) (E)

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

Item Number	Description
(b) (7)(E)	(b) (7)(E)

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

Item Number	Description
(b) (7)(E)	(b) (7)(E)

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

Item Number	Description
(b) (7)(E)	(b) (7)(E)

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 OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M-001	3. EFFECTIVE DATE See. Blk16c	4. REQUISITION/PURCHASE REQ. NO. TOG-12-291	5. PROJECT NO. (IF APPLICABLE)
--	----------------------------------	--	--------------------------------

6. ISSUED BY United States Marshals Service P.O. Box 2326 Arlington, VA 22202	7. ADMINISTERED BY Same as block 6.
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Harris Corporation Doing Business as: Government Communications Systems Division P.O. Box 37 Melbourne, FL 32902-0037	9a. AMENDMENT OF SOLICITATION NO.	9b. DATED (SEE ITEM 11)
	10a. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)	10b. DATED (SEE ITEM 12) 09/28/11

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required) FY 2012 0324A A3406 FWK1000F Obj Class: 3130 DCN: ISDF-12-0172 \$3,208.00
--

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) TRACT ORDER NO. IN ITEM 10A	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON-
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.212-4 © Changes	
	D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to revise the total equipment amounts listed under the subject order. See page 2.
- As a result of this change, the total amount of the order is increased by \$3,208.00 from \$2,998,302.00 to \$3,001,510.00.
- Delivery date for equipment is extended until 9/1/2012.
- All other terms and conditions remain unchanged.

Exact as provided herein, all terms and conditions of the document referenced to item 24 or 10A, as herebefore changed, remains and is full force and effect.	
15a. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Patricia Siandra Contreras	15b. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Donnell R. Sam
15c. DATE SIGNED 4/3/2012	15d. UNITED STATES OF AMERICA By Donnell R. Sam
15e. CONTRACT OFFICER (Signature of person authorized to sign)	15f. DATE SIGNED 4/5/2012

Item No.	Supplies/Schedule	Old Quantity	New Quantity	Unit of Issue:	Unit Price	Totals
0001	(b) (7)(E)	(b) (7)(E)		ea.	(b) (4)	(4)
0002				ea.		
0003				ea.		
0004				ea.		
0005				ea.		
0006				ea.		
0007				ea.		
0008				ea.		
0009				ea.		
0010				ea.		
0011				ea.		
0012	(b) (7)(E)			ea.		
0013				ea.		
0014				ea.		
0015				ea.		
0019				ea.		
0020				ea.		
0021				ea.		

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number:

1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2011
2. CONTRACT NO. (b) (7)(E)
3. ORDER NO. (b) (7)(E)
4. REQUISITION/REFERENCE NO. See Lines
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301
6. SHIP TO: a. NAME OF CONSIGNEE Technical Operations Group b. STREET ADDRESS (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F) f. SHIP VIA

7. TO: a. NAME OF CONTRACTOR HARRIS CORPORATION b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS c. STREET ADDRESS P. O. BOX 37 d. CITY MELBOURNE e. STATE FL f. ZIP CODE 32902-0037
8. TYPE OF ORDER a. PURCHASE b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone f. SERVICE- DISABLED VETERAN-OWNED
12. F.O.B. POINT

13. PLACE OF a. INSPECTION b. ACCEPTANCE
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2012
16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO., SUPPLIES OR SERVICES, ORDERED QUANTITY, UNIT, UNIT PRICE, AMOUNT, QUANTITY ACCEPTED. Row 1: Delivery Date: 02/01/2012. BPA for (b) (7)(E) and (b) (7)(E) Hardware and Accessories. Requisition No. TOG-11-515 DCN: ISDF-11-0365. Delivery of all (b) (7)(E) items is 120 ARO. Contractor shall contact the Contracting Officer regarding delivery date of (b) (7)(E) related item. See Continuation Sheet(s)

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.
21. MAIL INVOICE TO: a. NAME UNITED STATES MARSHALS SERVICE b. STREET ADDRESS (or P.O. Box) OFFICE OF FINANCE - FSD, 11TH FLR. CS3, 2604 Jefferson Davis Highway c. CITY Alexandria d. STATE VA e. ZIP CODE 22301
17(h) TOT. (Cont. pages) \$2,998,302.00
17(i) GRAND TOTAL \$2,998,302.00

22. UNITED STATES OF AMERICA BY (Signature) Donnell R. Sam
23. NAME (Typed) Donnell Sam
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0002	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0003	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0004	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0005	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0006	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0007	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0008	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0009	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0010	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0011	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0012	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0013	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0014	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
0015	(b) (7)(E)	(b) (7)(E)	EA	(b) (7)(E)	(b) (4)
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

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)

(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) 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). These 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:

Item Number	Description
(b) (7) (E)	(b) (7) (E)

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

Item Number	Description
(b) (7)(E)	

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

Item Number	Description
(b) (7)(E)	

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

Item Number	Description
(b) (7)(E)	

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 OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M-001	3. EFFECTIVE DATE See blk. 16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY United States Marshals Service P.O. Box 2326 Arlington, VA 22202 Attn: Donnell R. Sam	7. ADMINISTERED BY Same as block 6.
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Harris Corporation dba Government Communications Systems P.O. Box 37 Melbourne FL 32902-0037	()	9a. AMENDMENT OF SOLICITATION NO.
		9b. DATED (SEE ITEM 11)
	x	10a. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)
		10b. DATED (SEE ITEM 13) 9/28/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) TRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON-
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.243-1 (Changes - Fixed Price)	
	D. OTHER (Specify Type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to re-establish the delivery date as follows:
From: 02/01/2012 To: 9/27/2012
- All other terms and conditions remain unchanged.

15a. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	16a. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Donnell R. Sam
15b. CONTRACT/OFFEROR (Signature of person authorized to sign)	15c. DATE SIGNED
16b. UNITED STATES OF AMERICA	16c. DATE SIGNED
By	(Signature of Contracting Officer)

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number: 1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2011
2. CONTRACT NO. (b) (7)(E)
3. ORDER NO. (b) (7)(E)
4. REQUISITION/REFERENCE NO.
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301
6. SHIP TO: a. NAME OF CONSIGNEE Technical Operations Group - (b)(6), (b)(7)(C) b. STREET ADDRESS (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F) f. SHIP VIA

7. TO: a. NAME OF CONTRACTOR HARRIS CORPORATION b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS c. STREET ADDRESS P. O. BOX 37
8. TYPE OF ORDER a. PURCHASE b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(F) (b) (7)(F)
d. CITY MELBOURNE e. STATE FL f. ZIP CODE 32902-0037
9. ACCOUNTING AND APPROPRIATION DATA 2011-0324A-A3406-FWK1000F-3100

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone f. SERVICE-DISABLED VETERAN-OWNED
12. F.O.B. POINT

13. PLACE OF a. INSPECTION b. ACCEPTANCE
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2012
16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO., SUPPLIES OR SERVICES, ORDERED QUANTITY, UNIT, UNIT PRICE, AMOUNT, QUANTITY ACCEPTED. Row 1: Delivery Date: 02/01/2012, BPA for (b) (7)(E) Hardware and Accessories, Requisition No. TOG-11-313, DCN: ISDF-11-0255, Contractor shall contact the Contracting Officer regarding delivery date of (b) (7)(E) related item, See Continuation Sheet(s).

18. SHIPPING POINT, 19. GROSS SHIPPING WEIGHT, 20. INVOICE NO., 21. MAIL INVOICE TO: a. NAME Technical Operations Group - (b)(6), (b)(7)(C) b. STREET ADDRESS (or P.O. Box) (b) (7)(F) c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F), 17(h) TOT. (Cont. pages) \$304,849.00, 17(i) GRAND TOTAL \$304,849.00

22. UNITED STATES OF AMERICA BY (Signature) Donnell R Sam, 23. NAME (Typed) Donnell Sam, TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	(b) (7)(E)	(b) (7)(E)	EA	(b)	(4)
0004	(b) (7)(E)	(b) (7)(E)	EA		
0005	(b) (7)(E)	(b) (7)(E)	EA		
0009	(b) (7)(E)	(b) (7)(E)	EA		
0010	(b) (7)(E)	(b) (7)(E)	EA		
0011	(b) (7)(E)	(b) (7)(E)	EA		
0012	(b) (7)(E)	(b) (7)(E)	EA		
0013	(b) (7)(E)	(b) (7)(E)	EA		
0014	(b) (7)(E)	(b) (7)(E)	EA		
0015	(b) (7)(E)	(b) (7)(E)	EA		
				TOTAL	\$304,849.00

FUNDING DETAILS:

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

Section 3 - Contract Clauses

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

- (1) Invoice Header (Appears on every invoice sheet)
 - (i) Contractor's Name, Address (E-mail and Web site Addresses), Telephone Number, and Facsimile Number and Tax Identification Number (Social Security Number if the Contractor is an individual)
 - (ii) Contract Number
 - (iii) Contract Requirement/Title
 - (iv) Invoice Number
 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the 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)**

(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) 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

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number: 1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2011
2. CONTRACT NO. (b) (7)(E)
3. ORDER NO. (b) (7)(E)
4. REQUISITION/REFERENCE NO. See Lines
5. ISSUING OFFICE (Address correspondence to) U.S. MARSHALS SERVICE HEADQUARTERS CONTRACTS - FSD 9TH FLOOR CS3 2604 Jefferson Davis Hwy Alexandria, VA 22301

6. SHIP TO:
a. NAME OF CONSIGNEE Technical Operations Group
b. STREET ADDRESS (b) (7)(F)
c. CITY (b) (7)(F) d. STATE (b) (7)(F) e. ZIP CODE (b) (7)(F)
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR HARRIS CORPORATION
b. COMPANY NAME Doing Business As: GOVERNMENT COMMUNICATIONS SYSTEMS
c. STREET ADDRESS P. O. BOX 37

8. TYPE OF ORDER
a. PURCHASE
b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

d. CITY MELBOURNE e. STATE FL f. ZIP CODE 32902-0037
9. ACCOUNTING AND APPROPRIATION DATA 2011-5042X-A3403-JLEOTFS4-3130

10. REQUISITIONING OFFICE Technical Operations Group (b) (7)(E) (b) (7)(F)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED
d. WOMEN-OWNED e. HUBZone f. SERVICE- DISABLED VETERAN-OWNED

12. F.O.B. POINT

13. PLACE OF
a. INSPECTION b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/01/2012

16. DISCOUNT TERMS NET 30

17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO., SUPPLIES OR SERVICES, ORDERED QUANTITY, UNIT, UNIT PRICE, AMOUNT, QUANTITY ACCEPTED. Row 1: Delivery Date: 02/01/2012, BPA for (b) (7)(E) Hardware and Accessories, Requisition No. TOG-11-508, DCN: ISDF-11-0362, Delivery of all (b) (7)(E) items is 120 ARO. See Continuation Sheet(s)

18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO. 21. MAIL INVOICE TO: a. NAME UNITED STATES MARSHALS SERVICE b. STREET ADDRESS (or P.O. Box) OFFICE OF FINANCE - FSD, 11TH FLR. CS3, 2604 Jefferson Davis Highway c. CITY Alexandria d. STATE VA e. ZIP CODE 22301
17(h) TOT. (Cont. pages) \$572,510.00
17(i) GRAND TOTAL \$572,510.00

22. UNITED STATES OF AMERICA BY (Signature) Donnell R. Sam

23. NAME (Typed) Donnell Sam TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(b) (7)(E)	(b) (7)(E)	EA	(b) (4)	(b) (4)
0002	(b) (7)(E)		EA	(b) (4)	(b) (4)
0003	(b) (7)(E)		EA	(b) (4)	(b) (4)
0004	(b) (7)(E)		EA	(b) (4)	(b) (4)
0005	(b) (7)(E)		EA	(b) (4)	(b) (4)
0006	(b) (7)(E)		EA	(b) (4)	(b) (4)
0007	(b) (7)(E)		EA	(b) (4)	(b) (4)
0008	(b) (7)(E)		EA	(b) (4)	(b) (4)
				TOTAL	\$572,510.00

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

Clauses By Full Text

G-1 Invoice Requirements

(a) Invoicing and Payments

The Contractor will submit, on a monthly basis, an original invoice. Each invoice will contain a cover sheet with the following information:

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 - (ii) Contract Number
 - (iii) Contract Requirement/Title
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 - (v) Invoice Date
 - (vi) Invoice Time Period

(2) Certification (Completed by Government)

I hereby certify to the best of my knowledge and belief that the supplies and/or services shown on this invoice have been received and accepted, and the invoice is proper and accurate.

Partial receipts _____ Final/Complete Receipt_____

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- (3) Supporting documentation for material cost, to include original supplier's invoices.
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**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.

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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)

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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	1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M-001	3. EFFECTIVE DATE See. Blk16c	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)
--	----------------------------------	---	--------------------------------

6. ISSUED BY United States Marshals Service P.O. Box 2326 Arlington, VA 22202	7. ADMINISTERED BY Same as block 6.
--	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Harris Corporation - Wireless Product Group P.O. Box 9800 Melbourne, FL. 32902-9800	9a. AMENDMENT OF SOLICITATION NO.
	9b. DATED (SEE ITEM 11)
	10a. MODIFICATION OF CONTRACT/ORDER NO. (b) (7)(E)
	10b. DATED (SEE ITEM 13) 9/30/09

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

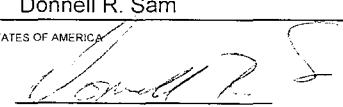
()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) TRACT ORDER NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON-
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
	D. OTHER (Specify Type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

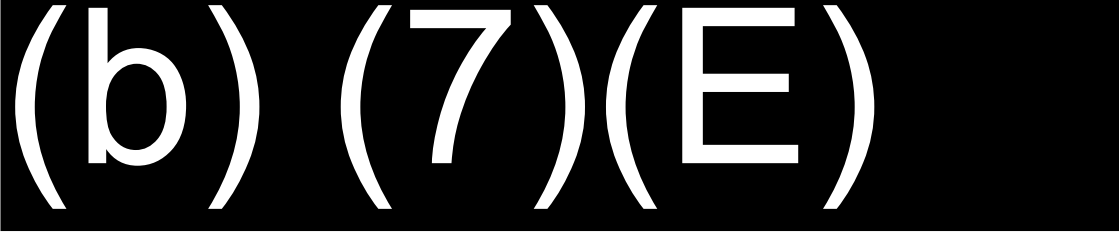
- The purpose of this modification is to modify the line of accounting as follows:
From: FY 2009 0324A A0506 FWF4014R/FWK1000F DCN:ISDF-09-0184 Obj Cl:3100
To: FY 2009 0324A A3406 FWF4014R/FWK1000F DCN:ISDF-09-0184 Obj Cl:3100
- All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains and in full force and effect.

15A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) Donnell R. Sam
15B. CONTRACT/OFFEROR (Signature of person authorized to sign)	15c. DATE SIGNED
16B UNITED STATES OF AMERICA By 	16c DATE SIGNED 12/24/09

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) Contracting Officer: 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) Contracting Officer's Technical Representative (COTR): 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

Contractor: Harris Corp.

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

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

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

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)



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

15.1 WIRELESS/CELLULAR ANALYZERS & RECEIVERS

(b) (7)(E) _____ can
(b) (7)(E) _____
_____ used to send or receive a call, collectible data includes (b) (7)(E) _____

terminated).

A. **PEN/TRAP Order Required:** 18 U.S.C. §3127 defines pen registers and trap and trace devices 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 (b) (7)(E) (b) (7)(E) to capture wireless call data. To the extent that such devices may be configured to intercept communications content, such use must be pursuant to a Title III court order.

B. **Requesting Tog Assistance:** Because (b) (7)(E) _____ are complex and (b) (7)(E) _____, investigators should contact a TOG inspector as soon as possible to discuss specific applications and (b) (7)(E) _____



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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:

1. **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

a.

**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.

- b. **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 (b) (7)(E) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 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.

- 4. (b) (7)(E) [Redacted]



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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.



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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.



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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 “go-by” 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.



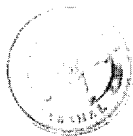
United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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.



TECHNICAL OPERATIONS GROUP

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.



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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.

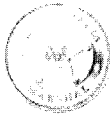
- A. **OCCSSA:** The principal and most important electronic intercept laws were first passed under Title III of the Omnibus Crime Control and Safe Streets Act (OCCSSA) of 1968. The OCCSSA's electronic intercept provisions are divided and codified into (i) the "wiretap" chapter at 18 U.S.C. § 2510-2522, 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 47 U.S.C. § 551(c)(2)(D) 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.

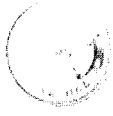


TECHNICAL OPERATIONS GROUP

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. 18 U.S.C. § 2510(12). 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 18 U.S.C. § 2518.

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



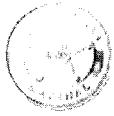
TECHNICAL OPERATIONS GROUP

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 body-wire 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:
- 1. 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.
 - 2. 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.
 - 4. 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.



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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 41.
- 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.



TECHNICAL OPERATIONS GROUP

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).

B. Monitoring Prohibited Without Court Order: Except as provided in 18 U.S.C. § 3121, no person may install or use a pen register or a trap and trace device without first obtaining a court order under 18 U.S.C. § 3123 or under the Foreign Intelligence Surveillance Act (50 U.S.C. § 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.

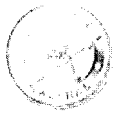
D. Order: The order, which is valid for sixty days (and may be extended for additional sixty-day periods), must specify the identity, if known, of the person to whom is leased or in whose name is listed the telephone line or other facility to which the pen register or trap and trace device is to be attached 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]henver 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).



United States Marshals Service POLICY DIRECTIVES

TECHNICAL OPERATIONS GROUP

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).
2. **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. 18 U.S.C. § 2518(1)(c). 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.
 5. **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).
 7. **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.
 - b. **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).
4. **High-Volume Calls To Co-Conspirators:** On rare occasions, criminal use of the target 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.

- I. **Roving Intercept:** Specifically excepted from the particularity requirement of 18 USC 2518(1)(b)(ii) are the roving interception provisions set forth in 18 USC 2518(11). See also 18 USC 2518(12). 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. 18 U.S.C. § 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 Director 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.
3. **Follow-Up Court Order Within 48 Hours:** The government has forty-eight hours (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 pieced-together 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.



TECHNICAL OPERATIONS GROUP

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).

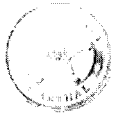
- A. Consensual CCTV Installation and Monitoring:** Consensual video surveillance does not violate the Fourth Amendment and, therefore, no court order is required. CCTV equipment may be installed without a court order in a non-public area with properly obtained consent. As with all consenting surveillance, 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.
- B. Non-Consensual Video Surveillance:** CCTV surveillance of constitutionally protected areas 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.



TECHNICAL OPERATIONS GROUP

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.



TECHNICAL OPERATIONS GROUP

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) [redacted] 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) [redacted]
 - 2. (b) (7)(E) [redacted]
 - 3. (b) (7)(E) [redacted]
 - 4. (b) (7)(E) [redacted]

- 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:
 - 1. **Requests Shall Be Safeguarded:** All TSCM requests will initially be treated as (b) (7)(E) [redacted] 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), (b) (7)(E) When using certified mail, insure that all appropriate regulations for sending (b) (7)(E) information are followed.

3. (b) (7)(E)

E. TSCM Survey Findings and Reporting Requirements: All findings will be reported based upon the TSCM survey. Findings fall into one of the following three categories:

1. (b) (7)(E)

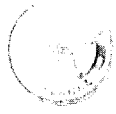
The report will be submitted to the Chief, TOG and to the Division Assistant Director/Chief Deputy for the facility or space surveyed.

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)



TECHNICAL OPERATIONS GROUP

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.