February 4, 2016

Shawn Musgrave
Muckrock
DEPT MR 17075
PO Box 55819
Boston MA 02205
17075-50618678@requests.muckrock.com

Re: Public Records Appeal (SPR 15-787)

Dear Mr. Musgrave:

You have requested documents in the possession, custody, or control of the Boston Police Department under the Massachusetts Public Records Request Act (M.G.L. c. 66 §10). Specifically, you requested information regarding the use of Cell Site Simulators.

The second enumerated request in your letter seeks “a copy of all memos or emails between the Boston Police Department and the Boeing Corporation.” Please be advised that a diligent search was completed in response to this portion of your request and yielded negative results.

Request number three (3) in your letter seeks copies of meeting minutes for meetings pertaining to Cell Site Simulators. A comprehensive search was conducted in response to this portion of your request and produced no responsive documentation.

The fourth enumerated request in your letter seeks copies of any letters, agreements, or other documents containing guidelines or instructions for responding to FOIA requests or equivalent state or local law pertaining to Cell Site Simulators. Documentation responsive to this portion of your request, specifically the non-disclosure agreement, was previously provided to you via email on January 13, 2016. In addition, enclosed please find the public portions of the remaining records responsive to this portion of your request. Portions of the documents are exempt from disclosure by M.G.L. c. 4 §7(26)(a), (d) and (g). Specifically, inter-agency communications related to the development of policy positions are not public record. See M.G.L. c. 4 §7(26)(a) and (d). The redacted portions of these materials are protected by the deliberative process privilege and, therefore, are incorporated into the aforementioned exemptions. See NLRB v. Sears, Roebuck & Co., 421 U.S. 132, 149 (1975).

Request number five (5) seeks invoices, purchase orders, contracts, loan agreements, evaluation agreements, solicitation letters, correspondence, and similar documents regarding the Boston Police Department’s acquisition of Cell Site Simulators. Enclosed please find the public portions of the following documents: contract between the Boston Police Department and Harris Corporation from April 19, 2013 through March 10, 2014; contract between the Boston Police Department and Harris Corporation from May 2, 2014 through September 6, 2014, and Harris

Mayor Martin J. Walsh
Corporation Terms and Conditions. Portions of the documents are exempt from disclosure by M.G.L. c. 4 §7(26)(a), (d) and (g). Specifically, trade secret information, such as that contained in the Harris Corporation Terms and Conditions, is exempt from disclosure by M.G.L. c. 4 §7(26)(g) and has been removed from the enclosed Terms and Conditions. This information is further protected by M.G.L. c. 4 §7(26)(f). Disclosure of the information contained in the removed portion of the Terms and Conditions would not be in the public interest and would prejudice the possibility of effective law enforcement. The protection of such investigatory materials and reports is essential to ensure that the Department can continue to effectively monitor and control criminal activity and thus protect the safety of private citizens.

Request number six (6) in your letter seeks records documenting an offer or arrangement to borrow, permanently acquire, or use any Cell Site Simulator owned or possessed by the Massachusetts State Police, Naval Criminal Investigative Service, Federal Bureau of Investigation, U.S. Marshals Service, FBI’s Data Intercept Technology Unit, Boston Intelligence Center, Commonwealth Fusion Center or any corporation. Please be advised that a diligent search was conducted in response to this portion of your request and yielded negative results.

Request number seven (7) in your letter seeks all non-disclosure agreements with any corporation regarding the Boston Police Department’s actual or potential possession or use of Cell Site Simulators. Please be advised that a comprehensive search was completed in response to this portion of your request and no responsive documentation was located.

The eighth enumerated request in your letter seeks any policies or guidelines, or records regarding policies or guidelines, governing use of Cell Site Simulators, including but not limited to: when, where and how they may be used; logging, retention and purging of data from the devices; and what kind of legal process should be obtained before use of Cell Site Simulators.

Please be advised that the Department only utilizes Cell Site Simulators subject to a search warrant or where exigent circumstances exist that require immediate law enforcement action. Rule 334 (Search Warrant Application and Execution) of the Department’s Rules and Procedures sets forth the protocol for obtaining and executing a search warrant in order to meet constitutional requirements and properly safeguard the rights and safety of all parties involved. The processes set forth in Rule 334 would include search warrants obtained for the use of Cell Site Simulators. A copy of Rule 334 is enclosed herein in response to this portion of your request. Additionally, the Department has documents regarding the use of cell phone tracking; however, these materials are exempt from disclosure by M.G.L. c. 4 §7(26)(b), (d) and (f). Specifically, the draft documents relate to the internal practices of the Department and are part of the development of policy positions within the Department. Additionally, disclosure of the information contained in the guidelines for use would not be in the public interest and would prejudice the possibility of effective law enforcement. The protection of such investigatory materials and reports is essential to ensure that the Department can continue to effectively monitor and control criminal activity and thus protect the safety of private citizens. More specifically, disclosing the specific circumstances in which this equipment can be utilized, as well as the process in place for doing so, would reveal sensitive technological and investigative capabilities possessed by the Department. Such disclosure may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to
avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal investigations.

Request number nine (9) seeks any training materials for the use of Cell Site Simulators. Members of the Department have received training regarding the use of this equipment and a search is being conducted to identify any related documents in our possession, custody, or control.

Finally, your tenth enumerated request seeks any licenses, waivers, or agreements, with federal or state communications regulatory agencies concerning the use of cell site simulators. Please be advised that a diligent search was completed and no responsive documentation was located.

The Boston Police Department is still in the process of identifying information responsive to requests one (1), five (5), and nine (9). The Department will then make a determination as to whether or not such material is subject to disclosure as a public record. Upon completion of its search for potentially responsive information for these portions of your request, the Department will provide further response.

Please do not hesitate to contact me if you have any questions about the information contained herein or would like a status on the remaining portions of the request. If you have been denied records by the Boston Police Department, you have the right to appeal this decision with the Supervisor of Public Records at the Public Records Division of the Secretary of the Commonwealth.

Sincerely,

Katherine Hoffman

cc: Public Records Division, One Ashburton Place, Room 1719, Boston, MA 02108 (via email)
Re: (U/FOUO) Release of the NDA

1 message

Nicole Taub <nicole.taub@pd.boston.gov> Thu, Nov 5, 2015 at 12:08 PM
To: [redacted]
Cc: [redacted]

I don't think there is an exemption that would allow for that type of redaction. Additionally, the request came in specifically referencing "Harris Corporation" and "Boeing."

Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

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On Thu, Nov 5, 2015 at 12:05 PM, [redacted] wrote:

Nicole,  

[redacted]

Assistant General Counsel
Science and Technology Law Unit
Office of General Counsel
Federal Bureau of Investigation

desk

mobile

Confidentiality Statement:

This message is transmitted to you by the Office of the General Counsel of the Federal Bureau of Investigation. The message, along with any attachments, may be confidential and legally privileged. If you are not the intended recipient of this message, please destroy it promptly without further retention or dissemination (unless otherwise required by law). Please notify the sender of the error by a separate e-mail or by calling (703) 985-3240.

From: Nicole Taub [mailto:nicole.taub@pd.boston.gov]
Sent: Thursday, November 05, 2015 10:22 AM
To: 
Cc: 
Subject: Re: (U//FOUO) Release of the NDA

Despite our efforts, the Secretary of State's Office-Public Record Division has ordered us to provide Michael Katz-Lacabe with a copy of the Non Disclosure Agreement relating to acquisition of Harris Corporation technology.

I am attaching a copy of the agreement with redactions based on our earlier conversations. Can you please take a look and let me know if there is any additional information you would prefer be redacted prior to production?

Also, our office received a similar request from [Redacted] and will have to produce a copy of the same to him in response to the appeal filed.

Feel free to give me a call if you have any questions.

Thank you.
Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

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On Mon, May 18, 2015 at 3:13 PM, [Redacted] wrote:

Nicole,

Your supporting language appears in line with our own LES arguments. I believe the language is appropriate. In the future, if you are required to provide any documentation, my unit would like to review the documents for any information that would be protected by LES and ITAR protections.

Thanks,

[Redacted]

Supervisory Special Agent
Tracking Technology Unit

Any portions of this correspondence marked (LES) should be treated as law enforcement sensitive and is "FOR OFFICIAL USE ONLY" (FOUO).
LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

From: Nicole Taub [nicole.taub@pd.boston.gov]
Sent: Monday, May 18, 2015 2:55 PM
To: 
Cc: 
Subject: Re: (U//FOUO) Release of the NDA

Thanks ☹️

As I mentioned on the phone, our state oversight agency for public records has given the BPD 10 days to either produce the information or supplement the original denial with additional information.

We will make one more attempt to withhold the information under the investigatory exemption. The following is language I have drafted to include in the denial. Can you please take a look and confirm that you are ok with including this information?

"As previously stated, the information you have requested is exempt from disclosure by MGL c. 4 s. 7(26)(f). Disclosure of the information contained in these documents would not be in the public interest and would prejudice the possibility of effective law enforcement. The protection of such investigatory materials and reports is essential to ensure that the Department can continue to effectively monitor and control criminal activity and thus protect the safety of private citizens.

More specifically, disclosing the existence of and capabilities provided by the type of equipment/technology referenced in your request would reveal sensitive technological capabilities possessed by the Department, and other members of the law enforcement community, and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal investigations. Additionally, the information contained within the requested documents could be used to construct a map or directory of jurisdictions that possess the investigative capabilities, thereby providing further information for potential suspects that could be used to evade detection.

Through public disclosures, the use of this technology will be rendered essentially useless for future investigations. In order to ensure that such equipment/technology, and any information related to its functions, operation and use, is protected from potential compromise it is not subject to disclosure as a public record."
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On Mon, May 18, 2015 at 2:04 PM, [redacted] wrote:

Nicole,

[redacted]

If you have any questions, please give me a call.

Thanks,

[redacted]
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Thank you.

I had hoped that the Secretary of State's Office would side with us on this request, but at think point think we have exhausted all possibilities to avoid production. At this point the requester is only seeking the non-disclosure agreement, which I will produce as attached to my earlier e-mail. If there is a further request for information I will let you know.

Thank you again for the quick responses.

Nicole L. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

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On Thu, Nov 5, 2015 at 12:25 PM [name] wrote:
Nicole,
Thanks,

Supervisory Special Agent
Tracking Technology Unit/TTP & NTTP

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From: Nicole Taub [nicole.taub@pd.boston.gov]
Sent: Thursday, November 05, 2015 10:22 AM
To: 
Cc: 
Subject: Re: (U//FOUO) Release of the NDA

Despite our efforts, the Secretary of State's Office-Public Record Division has ordered us to provide Michael Katz-Lacabe with a copy of the Non Disclosure Agreement relating to acquisition of Harris Corporation technology.

I am attaching a copy of the agreement with redactions based on our earlier conversations. Can you please take a look and let me know if there is any additional information you would prefer be redacted prior to production?

Also, our office received a similar request from Shawn Musgrave and will have to produce a copy of the same to him in response to the appeal filed.

Feel free to give me a call if you have any questions.

Thank you.

Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
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On Mon, May 18, 2015 at 3:13 PM, [REDACTED]

Nicole,

Your supporting language appears in line with our own LES arguments. I believe the language is appropriate. In the future, if you are required to provide any documentation, my unit would like to review the documents for any information that would be protected by LES and ITAR protections.

Thanks,

[REDACTED]

Supervisory Special Agent
Tracking Technology Unit

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**From:** Nicole Taub [nicole.taub@pd.boston.gov]
**Sent:** Monday, May 18, 2015 2:55 PM
**To:** [REDACTED]
**Cc:** [REDACTED]
**Subject:** Re: (U//FOUO) Release of the NDA

Thanks

As I mentioned on the phone, our state oversight agency for public records has given the BPD 10 days to either produce the information or supplement the original denial with additional information.

We will make one more attempt to withhold the information under the investigatory exemption. The following is language I have drafted to include in the denial. Can you please take a look and confirm that you are ok with including this information?

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More specifically, disclosing the existence of and capabilities provided by the type of equipment/technology referenced in your request would reveal sensitive technological capabilities possessed by the Department, and other members of the law enforcement community, and may allow individual who are the subject of investigation wherein this equipment/technology is used to employ countermoves to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal investigations. Additionally, the information contained within the requested
documents could be used to construct a map or directory of jurisdictions that possess the investigative capabilities, thereby providing further information for potential suspects that could be used to evade detection.

Through public disclosures, the use of this technology will be rendered essentially useless for future investigations. In order to ensure that such equipment/technology, and any information related to its functions, operation and use, is protected from potential compromise it is not subject to disclosure as a public record.

Nicole I. Taub, Esq.
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Office of the Legal Advisor
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On Mon, May 18, 2015 at 2:04 PM, [Redacted] wrote:

Nicole,

If you have any questions, please give me a call.

Thanks,

[Redacted]
Supervisory Special Agent
Tracking Technology Unit/WIDT & GISPM

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RE: Information Request

1 message

Thu, Jan 28, 2016 at 10:17 AM

To: Nicole Taub <nicole.taub@pd.boston.gov>
Cc:

For Official Use Only - Deliberative Process Material, protected under federal FOI/PA

From: Nicole Taub [nicole.taub@pd.boston.gov]
Sent: Thursday, January 28, 2016 9:45 AM
To:
Cc:
Subject: Re: Information Request

Thank you. I am hoping to finalize this morning. Please feel free to give me a call.

Nicole I. Taub, Esq.

Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

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On Wed, Jan 27, 2016 at 5:08 PM, wrote:
Hi, Nicole. Please pardon the delay in responding. I've assigned [person] to another program, so [person] or the new program manager, [person] will get back to you in short order about your draft material.

Regards,

Supervisory Special Agent
Chief, Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation

From: [Redacted]
Sent: Wednesday, January 27, 2016 5:02 PM
To: [Redacted]
Subject: FW: Information Request

Supervisory Special Agent
Tracking Technology Unit

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From: Nicole Taub [nicole.taub@pd.boston.gov]<mailto:nicole.taub@pd.boston.gov>
Sent: Wednesday, January 27, 2016 2:20 PM
To: [Redacted]
Subject: Re: Information Request

As a follow up, attached is the current draft of our partial response to this request (still pending internal approval). Please let me know if you see any concerns.

Thanks.

Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550<tel:%28617%29%20343-4550>

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exempt from disclosure pursuant to Massachusetts law. If you received this in error, please contact the sender and delete the material from any computer.

On Thu, Jan 21, 2016 at 10:54 AM, Nicole Taub <nicole.taub@pd.boston.gov> wrote:

Please see the attached information request. I will contact you to discuss.

Thank you.

Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

The substance of this message, including any attachments, may be confidential, legally privileged and / or exempt from disclosure pursuant to Massachusetts law. If you received this in error, please contact the sender and delete the material from any computer.
Nicole Taub <nicole.taub@pd.boston.gov>

To: [Redacted]@harris.com

Wed, Jan 27, 2016 at 3:01 PM

As discussed, attached are the terms attached to the contract with the BPD.

Thanks!

Nicole I. Taub, Esq.
Senior Staff Attorney
Office of the Legal Advisor
Boston Police Department
One Schroeder Plaza
Boston, MA 02120
(617) 343-4550

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NT-Harris Corp Terms-20160127.PDF
490K
## CITY OF BOSTON
### CONTRACT AWARD SUMMARY

<table>
<thead>
<tr>
<th>Contractor Legal Name:</th>
<th>Harris Corporation, GCSD</th>
<th>Not To Exceed Amt:</th>
<th>$50,640.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Address:</td>
<td>P.O.Box 9800 M/SR5-11A</td>
<td>Department Name:</td>
<td>Purchasing Division</td>
</tr>
<tr>
<td></td>
<td>Melbourne, FL 32902-9800</td>
<td>Department Head:</td>
<td></td>
</tr>
<tr>
<td>Brief Description/Scope of Services:</td>
<td>Wireless Equipment-under GSA-GS-35F-0283J</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Type:</td>
<td>GSA</td>
<td>Optional Renewal Periods:</td>
<td>0 Year(s)</td>
</tr>
<tr>
<td>Contract Begin Date:</td>
<td>April 19, 2013</td>
<td>Contract End Date:</td>
<td>March 10, 2014</td>
</tr>
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</table>

**Reason for Submitting Late:**

**EVENT/BID ID:** EV00000000

### Bid Details

<table>
<thead>
<tr>
<th>Date of Advertisement:</th>
<th>N/A</th>
<th>Bid Submission Deadline:</th>
<th>December 31, 2012 at 10:00 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Responsive Bids Received:</td>
<td>1</td>
<td># of Non-Responsive Bids Received:</td>
<td>0</td>
</tr>
</tbody>
</table>

Awarded to the Lowest Responsible and Responsive Bidder? Yes

Do you certify that the cost of this contract is reasonable? Yes

Do you certify that the contractor is qualified to fulfill this contract? Yes

The justification for using an unadvertised bidding event/contract is:

Wireless Equipment-under GSA-GS-35F-0283J

The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is:

Wireless Equipment-under GSA-GS-35F-0283J

## Additional Information
CITY OF BOSTON / COUNTY OF SUFFOLK

CONTRACTOR CERTIFICATION

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

Harris Corporation, GCS quote number QTB6779-03359 dated April 2, 2003

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

Corporation

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and residential address of all partners:

n/a

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of: Delaware
President is
Treasurer is
Place of business is 1025 West NASA Blvd.

Melbourne, FL 32919

(City, State, and Zip Code)
3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

n/a

A copy of the joint venture agreement is on file at

and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and residential address of all Trustees:

n/a

The trust document(s) are on file at:

and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

n/a

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: 34-0276860

Corporation is incorporated in the State of: Delaware
7. Pursuant to M.G.L. c.60, §93, the undersigned certifies that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

8. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

Contractor: Harris Corporation

By: [Signature]

Business Address: 1025 West NASA Blvd

Melbourne, FL 32919

NOTE: This statement must bear the written signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY.
CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. All Vendors must check one of the three lines below.

1. CORI checks are not performed on any Applicants. 

2. CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.

3. CORI checks are performed on some or all Applicants. The Vendor’s CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor’s written CORI policy must accompany this form).

Typed or printed name of person signing quotation, bid or proposal

Harris Corporation
(Name of Business)

Signature

NOTE:
The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.
For any waiver to be granted, a completed CM Form 15C must be complied by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.
DATE: September 10, 2012

TO: [Redacted]

FROM: [Redacted]

SUBJECT: DELEGATION OF SIGNATURE AUTHORITY

Effective September 10, 2012, in accordance with Standard Procedure S-308, S-368, you are authorized to do the following, on your assigned contracts up to a value of $2M to the extent specified by those procedures.

A. Establish contractual and financial terms to be inserted in proposals and offers to Harris Government Communications Systems products and services.

B. Validate by signature previously reviewed Non-Disclosure Agreements (NDAs), Request for Information (RFI) letters, offers and proposals that have been signed off via fully executed HC-106 forms and execute Representations and Certifications, offers and proposals.

C. Execute all Harris Government Communications Systems sales contracts and modifications thereto subject to the following conditions:

- The document, together with all attachments thereto all documents referenced therein, has been reviewed in accordance with Standard Procedure S-360.

- The administrative terms are consistent with those proposed and/or negotiated.

- The administrative terms, including any attachments, do not include conditions or limitations that are a violation of normal company policies or procedures except where their acceptance has prior approval in writing.

Sr. Manager/Contracts

cc [Redacted]
HARRIS CORPORATION   ID # 56009
Schedule: 70

for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents. Harris Corporation Government Communications Systems Division 2400 Palm Bay Road, NE, Palm Bay, FL 32905-3399 Tel: (321) 309-7304 Fax: (321) 674-2637

Contract # 37122
CITY OF BOSTON  
CONTRACT AWARD SUMMARY

<table>
<thead>
<tr>
<th>Contract Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Legal Name:</td>
<td>Harris Corporation, GCSD</td>
</tr>
</tbody>
</table>
| Contractor Address: | P.O.Box 9800 M/SR5-11A  
Melbourne, FL 32902-9800 |
| Not To Exceed Amt: | $ 333,910.00 |
| Department Name: | Purchasing Division |
| Department Head: |  |
| Brief Description/Scope of Services: | Information Technology Equipment and Software, under GSA Contract # GS-35F-0283J |
| Procurement Type: | GSA |
| Optional Renewal Periods: | 0 Year(s) |
| Contract Begin Date: | May 02, 2014 |
| Contract End Date: | September 06, 2014 |
| Reason for Submitting Late: |  |
|  |

<table>
<thead>
<tr>
<th>Details</th>
<th></th>
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<tbody>
<tr>
<td>Date of Advertisement:</td>
<td>N/A</td>
</tr>
<tr>
<td>Bid Submission Deadline:</td>
<td>N/A</td>
</tr>
<tr>
<td># of Responsive Bids Received:</td>
<td>N/A</td>
</tr>
<tr>
<td># of Non-Responsive Bids Received:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded to the Lowest Responsible and Responsive Bidder?</td>
<td>N/A</td>
</tr>
<tr>
<td>Do you certify that the cost of this contract is reasonable?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you certify that the contractor is qualified to fulfill this contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>The justification for using an unadvertised bidding event/contract is:</td>
<td>Information Technology Equipment and Software, under GS-35F-0283J</td>
</tr>
<tr>
<td>The reason why the contract is exempt or not subject to Chapter 30B competitive solicitation requirements is:</td>
<td>Information Technology Equipment and Software, under GS-35F-0283J</td>
</tr>
</tbody>
</table>

**EVENT ID:** No solicitation

**Additional Information**
DATE: September 10, 2012

TO: [Redacted]

FROM: [Redacted]

SUBJECT: DELEGATION OF SIGNATURE AUTHORITY

Effective September 10, 2012, in accordance with Standard Procedure S-308, S-358, you are authorized to do the following, on your assigned contracts up to a value of $2M to the extent specified by those procedures.

A. Establish contractual and financial terms to be inserted in proposals and offers to Harris Government Communications Systems products and services.

B. Validate by signature previously reviewed Non-Disclosure Agreements (NDAs), Request for Information (RFI) letters, offers and proposals that have been signed off via fully executed HC-106 forms and execute Representations and Certifications, offers and proposals.

C. Execute all Harris Government Communications Systems sales contracts and modifications thereto subject to the following conditions:

- The document, together with all attachments thereto all documents referenced therein, has been reviewed in accordance with Standard Procedure S-360.

- The administrative terms are consistent with those proposed and/or negotiated.

- The administrative terms, including any attachments, do not include conditions or limitations that are a violation of normal company policies or procedures except where their acceptance has prior approval in writing.

Sr. Manager, Contracts

cc [Redacted]
CITY OF BOSTON / COUNTY OF SUFFOLK

CONTRACTOR CERTIFICATION

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

A. The undersigned agrees to furnish all labor and materials and to perform all work
required for:

Harris Corporation, GCS quote number QTE6779-03947 dated April 14, 2014

In accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

Corporation

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and residential address of all partners:

n/a

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of: Delaware

President is [REDACTED]

Treasurer is [REDACTED]

Place of business is 1025 West NASA Boulevard

(Melbourne, FL 32919)

(City, State, and Zip Code)
3. If the Contractor is a Joint Venture, state the name and business address of each person.

A copy of the joint venture agreement is on file of ____________________________________________
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and residential address of all Trustees:

The trust document(s) are on file at: __________________________________________

and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: 34-0276860

Corporation is incorporated in the State of: Delaware
7. Pursuant to M.G.L. c.60, §93, the undersigned certifies that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

8. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

Contractor: Harris Corporation

By: [Sign Here]

Business Address: 1025 West NASA Boulevard

Melbourne, FL 32919

(City, State and Zip Code)

NOTE: This statement must bear the written signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY
CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. All Vendors must check one of the three lines below.

1. ☒ CORI checks are not performed on any Applicants.

2. ___ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.

3. ___ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

[Typed or printed name of person signing quotation, bid or proposal]

Signature

[Name of Business]

NOTE:
The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for completing CM Form 15B:
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For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.
Note: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Harris Corporation
Government Communications Systems Division
2400 Palm Bay Road, NE, Palm Bay, FL 32905-8599
Tel: (321) 309-7304 / Fax: (321) 674-2697
www.harris.com

Contract Number: GS-35F-0283J
Period Covered by Contract: March 11, 1999 through September 6, 2014
General Services Administration
Federal Supply Service
Pricelist current through Modification P00162 Dated March 11, 2014

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at http://www.fss.gov/
Bill To:
City of Boston PD
Sgt. Paul Murphy
murphypa.bpd@cityofboston.gov
Special Investigative Unit
One Schroeder Plaza
Boston MA 02120

Ship To:
City of Boston PD
Sgt. Paul Murphy
murphypa.bpd@cityofboston.gov
Special Investigative Unit
One Schroeder Plaza
Boston MA 02120

<table>
<thead>
<tr>
<th>Purchase Order No.</th>
<th>Customer ID</th>
<th>Salesperson ID</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
<th>Req Ship Date</th>
<th>Master No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE**
Customer must provide their equipment to be used during the training sessions.

**NOTE**
Customer must provide a 7 passenger vehicle plus driver and 2 robot vehicles plus driver for field mission training (if applicable)

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal: $333,910.00

Mile: $0.00
Tax: $0.00
Freight: $0.00
Trade Discount: $0.00

Total Amount: $333,910.00

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860
FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

SIN 132-8 PURCHASE OF EQUIPMENT
FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
Other Communications Equipment
FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
NOTE: Installation must be incidental to, in conjunction with, and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is separable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts - See FSC Class for basic equipment)
- Maintenance
- Repair Service
- Repair Parts/Spare Parts

SIN 132-32 - TERM SOFTWARE LICENSES

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers -- Application Software
Microcomputers -- Application Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

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General Services Administration
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Pricelist current through Modification P00162 Dated March 11, 2014

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<table>
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<tr>
<th>TABLE OF CONTENTS</th>
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<tbody>
<tr>
<td>INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</td>
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<td>GEOGRAPHIC SCOPE OF CONTRACT</td>
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<tr>
<td>CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION</td>
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<tr>
<td>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</td>
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<td>TYPE OF CONTRACTOR</td>
</tr>
<tr>
<td>CONTRACTOR'S TAXPAYER IDENTIFICATION NUMBER (TIN)</td>
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<tr>
<td>CAGE CODE NUMBER</td>
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<td>FOR DESTINATION</td>
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<tr>
<td>DELIVERY SCHEDULE</td>
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<tr>
<td>DISCOUNTS</td>
</tr>
<tr>
<td>SMALL REQUIREMENTS</td>
</tr>
<tr>
<td>MAXIMUM ORDER</td>
</tr>
<tr>
<td>CONTRACTORS TASKS/SPECIAL REQUIREMENTS</td>
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<td>PURCHASE OF OPEN MARKET ITEMS</td>
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<td>OVERSEAS ACTIVITIES</td>
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<tr>
<td>SECTION 508 COMPLIANCE</td>
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<td>INSURANCE—WORK ON A GOVERNMENT INSTALLATION</td>
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<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)</td>
</tr>
<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 132-12)</td>
</tr>
<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE</td>
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<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)</td>
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<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</td>
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<td>PERFORMANCE INCENTIVES</td>
</tr>
<tr>
<td>ORDER</td>
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<tr>
<td>PERFORMANCE OF SERVICES</td>
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<td>STOP-WORK ORDER</td>
</tr>
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<td>INSPECTION OF SERVICES</td>
</tr>
<tr>
<td>RESPONSIBILITIES OF THE CONTRACTOR</td>
</tr>
<tr>
<td>ORGANIZATIONAL CONFLICTS OF INTEREST</td>
</tr>
<tr>
<td>INVOICES</td>
</tr>
<tr>
<td>PAYMENTS</td>
</tr>
<tr>
<td>INCIDENTAL SUPPORT COSTS</td>
</tr>
<tr>
<td>DESCRIPTION OF IT SERVICES</td>
</tr>
<tr>
<td>USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS</td>
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<tr>
<td>BLANKET PURCHASE AGREEMENT (BPA)</td>
</tr>
<tr>
<td>CONTRACTOR TEAM ARRANGEMENTS</td>
</tr>
<tr>
<td>PRICING FOR ALL SPECIAL ITEM NUMBERS</td>
</tr>
</tbody>
</table>
SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small businesses in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **GEOGRAPHIC SCOPE OF CONTRACT:**

   Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

   Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

   Offerors are requested to check one of the following boxes:

   [ ] The Geographic Scope of Contract will be domestic and overseas delivery.
   [ ] The Geographic Scope of Contract will be overseas delivery only.
   [x] The Geographic Scope of Contract will be domestic delivery only. Wireless Products only.

   For: All other products, Geographic Scope is 48 Contiguous States and Washington, DC.

2. **CONTRACTOR’S ORDERING ADDRESS**

   Harris Corporation
   Government Communications Systems Division
   P.O. Box 37
   Melbourne, Florida 32902

   CONTRACTOR’S PAYMENT INFORMATION:
   Citibank Delaware
   FBO: Harris Corporation, Government Communications Systems Division
   A/C #30523187
   P.O. Box 7247 – LB 6759
   Philadelphia, PA 19170-6759

   Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

   The following telephone numbers can be used by ordering activities to obtain technical and/or ordering assistance:
   (800) 358-5297 or (321) 309-7304

3. **LIABILITY FOR INJURY OR DAMAGE**

   The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

---

_Harris Corporation,
Government Communications Systems Division
(321) 309-7304_
4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:
Block 9: O. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 02-171-5206
Block 30: Type of Contractor – Large Business
Block 31: Woman-Owned Small Business – No
Block 36: Contractor’s Taxpayer Identification Number (TIN): 34-0276860

4a. CAGE Code: 91417
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOR DESTINATION
(a) Prices cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
(b) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

6. DELIVERY SCHEDULE
a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>90 Days or as agreed to with ordering office</td>
</tr>
<tr>
<td>132-12</td>
<td>As negotiated between the Contractor and Ordering Agency</td>
</tr>
<tr>
<td>132-32</td>
<td>As negotiated between the Contractor and Ordering Agency</td>
</tr>
<tr>
<td>132-33</td>
<td>As negotiated between the Contractor and Ordering Agency</td>
</tr>
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</tr>
<tr>
<td>132-50</td>
<td>As negotiated between the Contractor and Ordering Agency</td>
</tr>
<tr>
<td>132-51</td>
<td>As negotiated between the Contractor and Ordering Agency</td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephone replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED.
   a. Prompt Payment: 0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later;
   b. Quantity: Quantity discounts are reflected in this Pricelist
   c. Dollar Volume: None
   d. Government Educational Institutions are offered the same discounts as all other Government customers.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)
   a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 132-8 – Purchase of Equipment
      Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:
   Special Item Number 132-50 – Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS
   Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or
   establishing a BPA for supplies or services. These procedures apply to all schedules.
   1. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: Ordering activities
   acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate
   (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply
   with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited
   by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under
   this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a
   waiver has been granted in accordance with the applicable “FIPS Publication.” Federal Information Processing Standards
   Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology
   (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained
   from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia  22161. FIPS PUBS
   include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to
   the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the
   above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs): Telecommunication products under this Schedule that do not
   conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in
   accordance with the applicable “FED-STD.” Federal Telecommunication Standards are issued by the U.S. Department of
   Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information
   and information concerning the availability of FED-STD should be obtained from the GSA, Federal Supply Service,
   Please include a self-addressed mailing label when requesting information by mail. Information concerning their
   applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and
   Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)
   (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the
       performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances
       should be factored into the price offered under the Multiple Award Schedule.
   (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel
       and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can
       be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT
       apply to travel and per diem charges.

       NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in
       regards to this contract.

   (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess
       any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs
associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.2212-4, paragraphs (i) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. **GSA Advantage!**
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:
(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. **PURCHASE OF OPEN MARKET ITEMS**
NOTE: Open Market items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.
18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS
   a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
      (1) Time of delivery/installation quotations for individual orders;
      (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
      (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
   b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES
   The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)
   The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS
   Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION
   The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is separable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

   The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstalltion services under SIN 132-8.

23. SECTION 508 COMPLIANCE
   If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology [EIT] at the following: www.harris.com
   The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES
   Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

   (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
(b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [FAR 52.228-5]

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

© The Contractor shall insert the substance of this clause, including this paragraph ©, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY
Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS
A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).
1. MATERIAL AND WORKMANSHIP
All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER
Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.
For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT
   FOB DESTINATION:
   (a) Prices cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
   (b) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

4. INSTALLATION AND TECHNICAL SERVICES
INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
   Product is self-installable

5. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

1. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Items delivered shall be considered accepted upon delivery. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance 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.
6. **WARRANTY**
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.
   b. THE WARRANTIES OR CONDITIONS MADE HEREIN BY CONTRACTOR ARE EXCLUSIVE, MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, (EXCEPT TO TITLE) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF PERFORMANCE OR CUSTOM OR USAGE OF TRADE.
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
   d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor’s plant, the address is as follows:

   Harris Corporation
   Government Communications Systems Division
   1000 Perimeter Road
   Palm Bay, Florida 32905

7. **PURCHASE PRICE FOR ORDERED EQUIPMENT**
   The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. **RESPONSIBILITIES OF THE CONTRACTOR**
   The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. **TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**
   When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).
1. SERVICE AREAS

All repair services will be performed at the Contractor's plant for the products indicated as listed below:

Wireless Products:

Contact: Phone Number – 1-800-358-5297

Ship to Address:

Harris Corporation
Wireless Products Group
407 North John Rodes Blvd.
Melbourne, FL 32934

AN/USC-65 (V5)
Depot Manager/Point of Contact is Bill Dalton – 321-727-5024

Ship to address:

Harris Corporation
1000 Charles J. Herbert Drive
Building 21A
Palm Bay, FL 32905
Attn: Bill Dalton

LHGKA/LAMDA
Ship to address:

Harris Corporation
2800 Jordan Blvd
Malabar, FL 32950

Customers must obtain a Return Memo Authorization (RMA) number, properly pack, insure prepay the shipping charges and ship the defective equipment or part to our factory; or Harris will repair or replace (at our option) the defective equipment or part and pay for its return to you, provided the repair or replacement is due to a cause covered by this warranty.

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract for the products indicated. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and
parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12-month fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

1 REPAIR PARTS/SPARE PARTS ORDERS

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair parts/spare parts under this contract.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment as listed herein, as requested by the ordering activity during the contract term. Repair parts/spare parts shall apply exclusively to the equipment types/models indicated within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor’s guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor’s responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
7. **MAINTENANCE RATE PROVISIONS**

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

1. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

1. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor’s service area, the charge will be:

*Not applicable*

8. **REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor’s commercial pricelist at a discount of 10% from such listed prices.

*(ANC Product Line only)*

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

1. **AT THE CONTRACTOR’S SHOP**

(a) When equipment is returned to the Contractor’s shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor’s plant, and return to the ordering activity location,

d. **LABOR RATES**

1. **REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.
REPAIR SERVICE RATES

LOCATION                                      MINIMUM CHARGE*       REGULAR HOURS PER HOUR**
CONTRACTOR'S SHOP                              $168.48                $168.48

*MINIMUM CHARGES INCLUDE 1 FULL HOURS ON THE JOB.
**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

9. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS
All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period twelve (12) months from the date of shipment.

10. INVOICES AND PAYMENTS
a. Maintenance Service
   (1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
   (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.
b. Repair Parts/Spare Parts
   Invoices for parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Items delivered shall be considered accepted upon delivery. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within sixty (60) days after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY
a. During the first sixty (60) days following installation of the MET Software (the "Warranty Period"), Harris warrants that the MET Software will operate in material conformance to MET's published specifications. Harris does not, however, warrant that the MET Software or any portion thereof is error-free. During the Warranty Period, if you discover an error in the MET Software that causes it not to operate in material conformance to MET's published specification, you shall submit to Harris a written report describing each error in sufficient detail. Harris will then use its reasonable efforts to correct such error or to provide a software patch or bypass around such error (collectively, "Fixes"). All Fixes provided shall constitute MET Software hereunder and shall be governed by the terms hereof. This limited warranty shall not apply to any error caused by any unauthorized modification to the MET Software or by your failure to incorporate in the Licensed Product(s) any Fixes or Updates that MET has provided.

B Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (1-888-638-0133) for the purpose of providing user assistance and guidance in the implementation of the software for sixty (60) days. The technical support number is available from 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Thursday, excluding Holidays. Software Maintenance (see section 4) may be purchased on an annual basis (see GSA Price List).

4. SOFTWARE MAINTENANCE
a. Software maintenance as it is defined:

Software Maintenance as a Product
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a Service (SIN 132-34)
Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Software Support: “Software support” will include phone support, software updates (defined below), and on-line documentation. Phone support will be available during the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Thursday, excluding Holidays. Product support will be provided in accordance with contract terms. “Software Update” means a software modification released by contractor on a general, regularly scheduled basis as a standard service offering to its other ordering activities that have the same Software version under maintenance contract with contractor. Updates may include revisions to Documentation. A “New Product” or “Upgrade” means any enhancement(s) or addition(s) to SOFTWARE (other than an Update) which contractor does not make available to its ordering activities as part of the standard support service charges under a software maintenance contract, but rather is only provided subject to payment of a separate incremental license fee or upgrade charge. Software Support may be purchased on a annual basis (see GSA Price List). If support is purchased, after 12 months invoices for continued software support shall be submitted by the Contractor each year for the following 12 months.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)
   a. The Contractor shall honor orders for periods for the duration of one (1) year.
   b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day’s written notice to the Contractor.
   c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
   d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
   e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not offered

7. TERM LICENSE CESSATION

Not offered

8. UTILIZATION LIMITATIONS – (132-32, 132-33, AND 132-34)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
      (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
      (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity’s site. This would allow other agencies access to one ordering activity’s database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor’s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity’s permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
      (3) Except as is provided in paragraph 8.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering
activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperable; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

c. Single User and Server Licenses.

(1) The SOFTWARE is distributed under one of two distinct license agreements, a "SINGLE-USER" license or a "SERVER" license. If the ordering activity purchases a SINGLE-USER license, LICENSOR grants the ordering activity a restricted, non-exclusive, non-transferable license to use the SOFTWARE for installing one copy of the SOFTWARE on a single computer. Ordering activity may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used (i) to serve the SOFTWARE to another of ordering activity's workstation; or (ii) run the SOFTWARE remotely displayed on another of ordering activity's workstations. A license for the SOFTWARE may not be shared or used concurrently on different computers. The SOFTWARE is licensed as a single product; it may not be separated for use on more than one computer. Contractor shall be allowed to audit ordering activity's use of the SOFTWARE to verify compliance with all terms and conditions hereof.

(2) If the ordering activity needs to install the SOFTWARE on a server-class machine (e.g., 3 or more processors) for use by more than one person or to support batch processing of imagery, the ordering activity must purchase a SERVER license so as not to be restricted by the SINGLE-USER license.

9. SOFTWARE CONVERSIONS—(132-32 AND 132-33)
Not offered

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING
Not offered.
1. **SCOPE**
   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
   b. The Contractor shall provide training at the Contractor’s facility and/or at the ordering activity’s location, as agreed to by the Contractor and the ordering activity.

2. **ORDER**
   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student’s name, course title, course date and time, and contracted dollar amount of the course.

3. **TIME OF DELIVERY**
   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. **CANCELLATION AND RESCHEDULING**
   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
   b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
   c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
   d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. **FOLLOW-UP SUPPORT**
   The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor’s instructors for refresher assistance and answers to related course curriculum questions.

6. **PRICE FOR TRAINING**
   The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. **INVOICES AND PAYMENT**
   Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. **FORMAT AND CONTENT OF TRAINING**
   a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
   b. ***If applicable*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
   c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
   d. The Contractor shall provide the following information for each training course offered:
      (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
      (2) The length of the course;
      (3) Mandatory and desirable prerequisites for student enrollment;
      (4) The minimum and maximum number of students per class;
(5) The locations where the course is offered;
(6) Class schedules; and
(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

   b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, Individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the Incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

1. Cancel the stop-work order; or

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(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES**
   The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. **RESPONSIBILITIES OF THE CONTRACTOR**
   The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**
   Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. **INDEPENDENT CONTRACTOR**
   All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**
    a. Definitions.
       “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

       “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

       An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

    b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate...
organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. RESUMES
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS
The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES

Job Title: ASSOCIATE SOFTWARE/SYSTEM ENGINEER (Rate code: E-L1)

Minimum/General Experience: Limited use and/or application of basic principles, theories, and concepts. Develops solutions to problems of limited scope. Limited originality is required in dealing with unusual, incomplete or conflicting data.

Functional Responsibility: Specific detailed guidelines provided for: the planning, design, development and implementation of intra/Internet, computer-based training, web-based training and interactive electronic applications; and analyzing and understanding business requirements.

Minimum Education: B.S. Engineering/Computer Science, A.S. plus 10 years experience, or 15 years of equivalent experience

Job Title: SOFTWARE/SYSTEM ENGINEER (Rate code: E-L2)

Minimum/General Experience: Full use and application of standard principles, theories, concepts and techniques. Provides solutions to a variety of problems involving multiple variables and inter-relationships.

Functional Responsibility: Purpose and desired results indicated for: the planning, design, development and implementation of intra/Internet, computer-based training, web-based training and interactive electronic applications; designs and develops user interface features; developing animation and special effects graphics; analyzing and understanding business requirements and translating into multimedia or web applications; researching and tracking new technologies in order to provide technical expertise in developing applications; providing draft written design documents, test plans, and test results.

Minimum Education: M.S. Engineering/Computer Science, B.S. Engineering/Computer Science with 2 years experience, A.S. with 12 years experience, or 17 years of equivalent experience
Job Title: SR SOFTWARE/SYSTEM ENGINEER (Rate code: E-L3)

Minimum/General Experience: Wide application of principles, theories, and concepts in the field plus a working knowledge of other related disciplines. Develops thorough, practicable solutions to a variety of difficult problems involving multiple variables. Considers inter-relations that may not be clearly evident.

Functional Responsibility: Purpose and desired results indicated for: the planning, design, development and implementation of Intra/Internet, computer-based training, web-based training and interactive electronic applications; designs and develops user interface features; developing animation and special effects graphics; analyzing and understanding business requirements; translating multimedia or web applications; researching and tracking new technologies in order to provide technical expertise in developing applications; providing written design documents, test plans, and test results; working with outside vendors in developing tests to ensure feature functionality.

Minimum Education: PhD, M.S. Engineering/Computer Science with 3 years experience, B.S. Engineering/Computer Science with 5 years experience, A.S. with 15 years experience, or 19 years of equivalent experience.

Job Title: LEAD SOFTWARE/SYSTEM ENGINEER (Rate code: E-L4)

Minimum/General Experience: Applies extensive expertise as a generalist or specialist. Develops solutions to complex problems, which require the regular use of ingenuity and creativity. Consideration is given to the inter-relationships that are not clearly evident.

Functional Responsibility: Considerable judgment is needed in extensively adapting or in making compromises to fit unusual or complex situations for: the planning, design, development and implementation of Intra/Internet, computer-based training, web-based training and interactive electronic applications; designs and develops user interface features; developing animation and special effects graphics; analyzing and understanding business requirements; translating multimedia or web applications; researching and tracking new technologies in order to provide technical expertise in developing applications; providing written design documents, test plans, and test results; working with outside vendors in developing tests to ensure feature functionality.

Minimum Education: PhD with 4 years experience, M.S. Engineering/Computer Science with 7 years experience, B.S. Engineering/Computer Science with 9 years experience, A.S. with 19 years experience, or 23 years of equivalent experience.

Job Title: STAFF SOFTWARE/SYSTEM ENGINEER (Rate code: E-L5)

Minimum/General Experience: Applies advanced principles, theories, and concepts. Contributes to the development of new principles and concepts. Works on unusually complex problems and provides solutions which are highly innovative and ingenious.

Functional Responsibility: Acts as advisor to top management and customers on advanced technical research studies and applications for: the planning, design, development and implementation of Intra/Internet, computer-based training, web-based training and interactive electronic applications; designs and develops user interface features; developing animation and special effects graphics; analyzing and understanding business requirements; translating multimedia or web applications; researching and tracking new technologies in order to provide technical expertise in developing applications; providing written design documents, test plans, and test results; working with outside vendors in developing tests to ensure feature functionality.

Minimum Education: PhD with 9 years experience, M.S. Engineering/Computer Science with 12 years experience, B.S. Engineering/Computer Science with 14 years experience, A.S. with 24 years experience, or 28 years of equivalent experience.

Job Title: PRINCIPLE SOFTWARE/SYSTEM ENGINEER (Rate code: E-L6)

Minimum/General Experience: Exhibits an exceptional degree of ingenuity, creativity, and resourcefulness. Applies and/or develops highly advanced technologies, scientific principles, theories and concepts. Works on highly complex problems, which are broad in scope and provide solutions, which are highly innovative, ingenious, new and unprecedented in nature.

Functional Responsibility: Works independently to uncover and resolve problems associated with the development and implementation of software programs. Plans R&D programs and recommends technological application programs to accomplish long-term objectives. Is the prime spokesperson to customer on company capabilities and future software efforts.

Minimum Education: PhD with 15 years experience, M.S. Engineering/Computer Science with 18 years experience, B.S. Engineering/Computer Science with 20 years experience.
Job Title: TECHNICIAN (Rate code: NE-LH)

Minimum/General Experience: No prior experience required

Functional Responsibility: Learns the process for performing basic audits and tests of software products in accordance with software test plans and procedures. Debugs and characterizes defects, providing detailed configuration and descriptions for passing and failing tests for test reports with close supervision. Learns to maintain documentation of test operations and to report results to engineering. Learns processes to identify actual or potential problems in test plans or company products.

Education: High School

Job Title: SR TECHNICIAN (Rate code: NE-LI)

Minimum/General Experience: 4 years of technical experience

Functional Responsibility: Responsible for performing audits and tests of software products in accordance with software test plans and procedures. Debugs and characterizes defects, providing detailed configuration and descriptions for passing and failing tests for test reports. Maintains documentation of test operations and reports results to engineering. Identifies actual or potential problems in test plans or company products.

Education: High School with 4 years of experience or AA/AS Degree

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Harris Corporation, GCSD, provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Mr. Greg Wagner, Contracts Manager
Phone: (321) 727-6542
Fax: (321) 674-2818
E-mail: gwag5e05@harris.com
**The following is a SUGGESTED Blanket Purchase Agreement (BPA) format.**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act, [ordering activity] and [Contractor] enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity      Date      Contractor       Date

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(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) ________________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

   MODEL NUMBER/PART NUMBER  *SPECIAL BPA DISCOUNT/PRICE

   __________________________  __________________________
   __________________________  __________________________

   (2) Delivery:

   DESTINATION  DELIVERY SCHEDULES / DATES

   __________________________  __________________________
   __________________________  __________________________

   (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________.

   (4) This BPA does not obligate any funds.

   (5) This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

   (6) The following office(s) is hereby authorized to place orders under this BPA:

   OFFICE  POINT OF CONTACT

   __________________________  __________________________
   __________________________  __________________________

   (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

   (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   (a) Name of Contractor;

   (b) Contract Number;

   (c) BPA Number;

   (d) Model Number or National Stock Number (NSN);

   (e) Purchase Order Number;

   (f) Date of Purchase;

   (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

   (h) Date of Shipment.

   (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

   (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.
SEARCH WARRANT APPLICATION AND EXECUTION

In conformance with Rule 112, Sec. 2, Special Order 95-5, “Search Warrant Application and Execution,” issued January 18, 1995, is hereby incorporated as Rule 334. The provisions of this Rule are effective immediately and all previously issued Rules, Orders, Memorandums and Directives on this subject are hereby rescinded and replaced by its provisions.

PURPOSE:
To ensure that the application for and execution of search warrants meet constitutional requirements and properly safeguard the rights and safety of all parties.

Sec. 1 GENERAL CONSIDERATIONS: The Fourth Amendment of the Constitution of the United States and Article XIV of the Declaration of Rights of the Commonwealth of Massachusetts protect persons from unreasonable search and seizure. Except in certain well defined circumstances, a warrant is required to conduct any searches and seizures. In addition, individuals who are subject to a legal search and seizure have a right to expect that their other rights, their health and their safety will be properly safeguarded.

Sec. 2 SEARCH WARRANT APPLICATION PROCEDURES:
1. Affiant Responsibilities:
A police officer conducting an investigation who has probable cause to believe that a crime has been committed and that evidence of that crime is concealed at a specific location may apply for a search warrant. No police officer or detective shall submit an application for a search warrant to any court without first seeking and obtaining the approval of his/her immediate supervisor. If at any time during the preparation of a search warrant application the affiant's immediate supervisor becomes unavailable, the affiant will immediately notify the detective unit commander who will assign a supervisor to assist the affiant.

The procedures for such application are:

A. Review the check list (BPD Form 2700). Note that not all of the items on the check list will apply to or be necessary for every warrant. After completing a review of BPD Form 2700, the affiant shall initial the form and submit it to his/her immediate supervisor when he/she submits the affidavit for approval.

B. Complete an affidavit for a search warrant using an Application for Search Warrant form in accordance with the provisions of M.G.L. c.276, s. 1-7 or applicable statute and include all relevant information that the check list indicates is both applicable and necessary. Officers shall attempt to gain additional
corroboration or substantiation of information that is supplied by an informant and include such information in their affidavit.

C. Submit the completed affidavit to their supervisor for review and approval. Once the supervisor has approved and initialed the affidavit, have the application, affidavit, and warrant form reviewed by an Assistant District Attorney prior to submitting it to the court.

D. If approved by the supervisor and if no changes are made following the review by the Assistant District Attorney, submit the completed application, affidavit, and warrant form to the court. If changes are going to be made or suggested by the Assistant District Attorney, or if the affidavit is disapproved by the supervisor, conduct additional investigation or obtain additional corroboration prior to resubmitting the affidavit to the supervisor for another review.

E. Notify the supervisor who approved the affidavit of the result of the application for a search warrant prior to the execution of the warrant (i.e., approved or disapproved and if disapproved the reason therefor in writing).

Note: In order to maximize the safety of police officers and preserve the integrity of evidence in drug cases, officers are reminded that they must coordinate all drug connected activities, arrests and investigations through the Drug Control Unit Commander. Detectives or officers planning to conduct investigations based on information received or from observations, will contact the Drug Control Unit Commander prior to initiating investigations. The Drug Control Unit Commander will maintain a record of all locations that are the target of drug investigations. After consulting this record, he/she will inform the requesting detective or officer whether or not the specified location is, or has been, under investigation by another officer. If the location is not under current investigation, the Drug Control Unit Commander will document the new location and authorize initiation of a drug investigation by the requesting officer. On-site arrests are a valid exception to this procedure.

2. Supervisor Responsibilities:

The immediate supervisor of the affiant police officer is responsible for reviewing and approving the content of all search warrant affidavits.

A. To ensure that the review process is thorough and complete and that the affidavit contains all relevant information, the supervisor shall refer to the check list appearing on BPD Form 2700 when evaluating the information contained in affidavits submitted for review. It should be noted that not all items in the checklist will apply to every warrant and that some items may not be necessary.

B. The supervisor shall ensure that affidavits meet the following criteria:

i. Establish that probable cause exists to believe that a crime has been committed and that the place to be searched and items to be seized are located in the place specified in the affidavit;

ii. Include enough information to allow an individual, not previously connected to the investigation, to properly identify the place or premises to be searched and the item(s) to be seized;

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iii. Include information that establishes both the basis of knowledge and the veracity (credibility or reliability) of an informant for all warrants relying on the use of such informant, or include additional substantiation or corroboration to make up for any deficiencies in establishing the informant’s basis of knowledge or veracity;
iv. Include additional corroboration or substantiation to support a warrant which relies on information supplied solely by an informant.

C. In addition, supervisors shall ensure that affidavits seeking "No Knock" warrants, "Nighttime" warrants, "Anticipatory" warrants and warrants to search "All persons Present" are adequately and properly supported.

D. Affidavits that a supervisor deems insufficient shall be returned to the affiant police officer who shall be instructed to seek additional investigation and/or corroboration prior to resubmitting the affidavit for another review.

E. If an affiant police officer has had an affidavit returned for insufficiency by his/her supervisor and is not successful in attempts to obtain additional corroboration, the affidavit may be resubmitted, through the supervisor, to be considered for approval by the Detective Supervisor Commander. In all such cases, only the Detective Supervisor Commander may approve such affidavit.

F. The supervisor shall instruct the affiant to contact an Assistant District Attorney to review the application, affidavit, and warrant form prior to submitting the affidavit to the court. On weekends and during evening hours, the on-call Assistant District Attorney will be contacted.

G. The supervisor shall instruct the affiant police officer to submit the application for the search warrant to the court, if no changes are made following review by the Assistant District Attorney. The affiant police officer shall further be instructed to return the affidavit to the supervisor for further review if changes are going to be made following review by the Assistant District Attorney. The supervisor shall review any recommendation made by the Assistant District Attorney prior to permitting the affiant to submit the affidavit to the court.

H. Upon being informed by the affiant that a search warrant has been granted, the supervisor shall notify the Detective Unit Commander (if unavailable, the on-duty BFS Commander), who shall ensure that a superior officer is present and in charge of the search.

3. Special Operations Division Commanders Responsibilities:
The Commanding Officer of the Special Operations Division is responsible for establishing, maintaining and updating procedures utilized by the Boston Police SWAT Team; the Commander will also ensure that no person shall be assigned to the Entry & Apprehension Team without first being trained in such procedures.

Sec. 3 SEARCH WARRANT EXECUTION PROCEDURES:
1. Entry Considerations:
   A. Upon learning that a search warrant has been granted, the supervisor in charge of the search shall prepare a Search Warrant Execution Supervisor Checklist (BPD
Form 2703) and be responsible for determining how entry is to be made. The primary responsibility of all supervisors involved in the execution of search warrants is the safety of the officers involved and the inhabitants of the target location. Toward that end, if force is to be used, the supervisor shall make the determination as to whether or not the Boston Police SWAT Team will be utilized. The Boston Police SWAT Team should be utilized whenever a supervisor feels it is necessary and shall be utilized whenever:
   i. A Board of Probation check indicates a prior history of violations involving the use of firearms; or
   ii. The presence of firearms is reasonably suspected.

B. Requests by the supervisor to utilize the Boston Police SWAT Team should, whenever possible, be made at least 24 hours in advance of the execution of the warrant. If this is not possible, notification will be as soon as practicable. Prior to the pre-search briefing the supervisor in charge of the search will be responsible for checking the Detective Case Management System and, at his discretion, other resources to see if the pending search location has been the sight of any recent search warrant activity. If there is any recent search warrant activity at the target location, the supervisor will make every effort to apprise himself of any conditions which may effect the pending search warrant execution.

2. Pre-Search Briefing:
   A. After deciding how entry is to be gained to the place to be searched, the supervisor in charge of the search shall make a determination as to the size and make-up of the search team and shall schedule a pre-search briefing. With the exception of evidentiary search warrants, all search warrants shall require the presence of at least one (1) supervisor and six (6) officers. Whenever practicable, a uniformed officer shall accompany the search team.

   B. The pre-search briefing shall be held by the supervisor in charge of the search. All personnel participating in the search including Boston Police SWAT Team personnel, if utilized, must attend the pre-search briefing. No officer may participate in the search unless they attend the pre-search briefing, except in an emergency, and only after being cleared by the supervisor in charge of the search.

   C. At the pre-search briefing, the supervisor in charge of the search, with the assistance of the affiant police officer, shall make a detailed presentation of all relevant information. The briefing should include a summary of the investigation and its objectives; a review of the physical description of the target location; information concerning the person(s) occupying the premises and their propensity for violence and any other safety concerns.

   D. The supervisor in charge of the search shall ensure that the Search Warrant Execution Supervisor Checklist details the roles, the call signs, the assignments and the responsibilities of each member of the entry and search teams.

   E. Every member of the entry and search teams will be given a written copy of the Search Warrant Execution Supervisor Checklist at the pre-search briefing.

   F. Except for those using subterfuge to gain entry, all personnel not in uniform shall wear a raid jacket and display their badge on or over their outer garment.
G. All personnel participating in the entry and/or the search shall wear body armor.

H. Except for masks and/or face covers used by the Boston Police SWAT Team personnel for protection while gaining entry, personnel shall not wear any mask or face cover.

3. Entry Procedures:
When entry is made by force, damages should be kept to a minimum to facilitate securing the premises after the search is complete.

A. The affiant police officer shall point out to the entry personnel the premises to be entered and searched. When the premises to be entered and searched is an individual unit in a multi-unit dwelling, the affiant police officer shall point out to entry personnel the particular unit to be entered and searched.

B. Entry to the premises shall be made by the entry personnel or the Boston Police SWAT Team. Until such time as entry is made and the premises are declared secure, command and control of the premises rests with the supervisor of the entry personnel or, when utilized, the Entry and Apprehension Team. Where the Entry and Apprehension Team is not utilized, the supervisor in charge of the entry personnel and the supervisor in charge of the search may be the same person.

C. Entry personnel are responsible for:
   i. Containment of the area perimeter and target structure(s);
   ii. Effecting entry to the target location;
   iii. Preventing the destruction of evidence;
   iv. Gaining control of all persons inside the target location using that amount of force as is reasonably necessary;
   v. Conducting a protective sweep of the premises, frisking anyone found inside the target location for weapons and, if appropriate, detaining them at a central location; and
   vi. Establishing that the target location is secure and subsequently turning over responsibility for the premises to search team personnel.

Once the premises have been declared secure, the supervisor in charge of the entry personnel shall relinquish command and control of the premises and turn that responsibility over to the supervisor in charge of the search.

Unless operational considerations or a need for secrecy mandate otherwise, the supervisor in charge of the entry personnel shall notify the dispatcher for the District of the location where the search is being conducted immediately upon gaining entry.

4. Search Procedures:

A. Once the premises have been declared secure and prior to initiating the search, the supervisor in charge of the search shall evaluate the premises. In the unlikely event that the supervisor determines that the wrong premises have been entered, the search shall immediately terminate. In all such cases, the supervisor shall submit copies of all written reports on the entire operation to the District Commander of the District of occurrence who shall forward such copies to the Bureau Chief in command of the supervisor.
B. Upon initiating the search, the supervisor in charge of the search will ensure that all search personnel continue with their pre-assigned duties (i.e., perimeter security; prisoner control; evidence officer; search teams etc.) unless reassigned.

C. Perimeter security personnel are responsible for:
   i. Ensuring that no unauthorized persons escape from or enter the premises while the search is being conducted;
   ii. Recovering any evidence thrown from the premises; and
   iii. Remaining on their posts until ordered otherwise by the supervisor in charge of the search, or in the case of an emergency; and
   iv. Remaining outside the premises until ordered to enter by the supervisor in charge of the search, or in the case of an emergency.

D. Prisoner control personnel are responsible for:
   i. Ensuring that all persons being detained but not placed under arrest are held in a central location, using that amount of force or restraint reasonably necessary;
   ii. Ensuring that all persons have been frisked for weapons, if appropriate, and that persons being placed under arrest have been properly searched;
   iii. Ensuring that FIOFS's are completed on all persons found inside the premises; and
   iv. Ensuring that all persons placed under arrest are transported to the District of occurrence for booking.

E. Search team personnel are responsible for:
   i. Searching all persons present inside the target location, when permitted by the warrant;
   ii. Conducting a complete and thorough search of all areas assigned to them;
   iii. Notifying the evidence officer when any weapons, money, evidence or contraband is found; and
   iv. After the evidence officer has noted its location, bagging and marking the weapons, money, evidence and contraband for identification and delivering same to the evidence officer for safekeeping.

F. Evidence officers are responsible for:
   i. Making a complete sketch of the interior of the premises searched;
   ii. Noting the names of the officers that are assigned to search individual rooms;
   iii. Noting and sketching the location of any evidence found and the names of the officers who found it; and
   iv. Taking custody of any weapons, money, evidence and contraband for safekeeping in accordance with existing Department procedures and the following rules and/or orders:
      a. Weapons – Rule 311, Ballistics Procedures and Special Order 91-11, Fingerprint Examination of Firearms;
      b. Money – Rule 309A, Handling and Disposition of Seized Money

The duties of other personnel with special assignments, such as pre-raid and postraid surveillance personnel, will vary and will be defined within the Search
Warrant Execution Supervisor Checklist.

G. The supervisor in charge of the search is responsible for:
   i. Ensuring that all personnel carry out their assigned duties;
   ii. Counting all found money not seized as evidence in the presence of at least one other officer and the person claiming ownership at the search location, when feasible. The supervisor in charge of the search shall obtain a receipt from the person to whom the money is given.
   iii. Counting all money seized as evidence in the presence of at least one other officer and the person claiming ownership at the search location, when feasible. Whenever it is not possible to count seized money at the search location, a Form 26 shall be submitted to the Unit Commander stating the reasons therefore. The supervisor in charge of the search shall give a receipt to the person claiming ownership of the money, if any;
   iv. Ensuring that all weapons, money, evidence and contraband has been accounted for, properly marked for identification, transported to the respective District or Unit and handled in accordance with applicable Department procedures;
   v. Ensuring that all prisoners are transported to the respective District station for prisoner processing; and
   vi. Ensuring that the premises are properly secured, if left vacant after the search has been completed.

5. Post Search Procedures:
   A. The supervisor in charge of the search shall be responsible for:
      i. Ensuring that all necessary reports and FIOFS's are completed and that such reports are thorough and accurate;
      ii. Ensuring that all weapons, evidence, contraband and money that is seized are recorded on the return of the search warrant and on the Incident Report (BPD Form 1.1);
      iii. Ensuring that the completed search warrant is returned to the court within seven (7) days of its issuance;
      iv. Ensuring that all controlled substances seized are secured in the proper safe or storage area until transported to the Evidence Management Division.
      v. Ensuring that all firearms seized are properly stored until they are transported to the Ballistics Unit in accordance with the provisions of Rule 311;
      vi. Ensuring that a Seized Money Form, (BPD Form 2292B) is completed for all money seized and that the money is properly secured until transported to the custody of the Financial Evidence Officer in accordance with the provisions of Rule 309A, Handling and Disposition of Seized Money;
      vii. Ensuring that all other evidence is handled in accordance with applicable Department procedures;
viii. Holding a post-search debriefing session with the members of the search team for the purpose of enhancing the efficiency of future operations;
ix. When it becomes available, entering the affiant's name, the name of the supervisor in charge of the search and the specific search location named on the search warrant into the Detective Case Management System;
x. Forwarding a copy of the Search Warrant Execution Supervisor Checklist to the Chief, Bureau of Investigative Services; and
xi. Maintaining a complete file of all documents associated with the search warrant and execution.

The supervisor in charge of the Boston Police SWAT Team, if utilized, shall be responsible for submitting an after-action report, through channels, to the Chief, Bureau of Field Services.

To the maximum extent possible the above policies and procedures shall be adhered to with respect to the execution of all searches, with or without a warrant.

Sec. 4 Evidentiary Search Warrants
At the discretion of the supervisor in charge of the search, search warrants that are being executed for the sole purpose of gathering evidence or fruits of a crime, where there is no anticipated possibility of a confrontation, may be conducted with one detective supervisor and at least one other sworn officer.

Sec. 5 Outside Agencies
Outside agencies seeking the assistance of the Department in the execution of their search warrants shall be directed to contact the Chief, Bureau of Investigative Services who shall determine the appropriate unit to provide the necessary assistance and the level of assistance to be provided.

The Boston Police SAWAT Team may be utilized to assist outside agencies only with the permission of the Chief, Bureau of Investigative Services and the concurrence of the Chief, Bureau of Field Services.

Sec. 6 Searches Conducted Outside the City of Boston
Boston officers attempting to serve a search warrant outside the City of Boston shall contact the local police department wherein the search target is located and seek their assistance in serving the warrant. If there is a conflict between the policies and procedures mandated by this rule and the policies and procedures of the local police department, the policies and procedures of the local police department shall prevail.

Albert E. Goslin
Superintendent in Chief
Acting Police Commissioner
Notes:

- Amended by Special Order 07-056, issued October 3, 2007, "Entry and Apprehension Team" or "Entry Team" in Boston Police Rules and Procedures and Special Orders changed to "Boston Police SWAT Team" in the following sections:
  - Sec. 2 - line 3
  - Sec. 3 - line 1 sub-paragraph "A" & "B"
    - line 2 sub-paragraph "B" & "H"
    - line 3 sub-paragraph "B"
    - line 5 - bottom
  - Sec. 5 – paragraph 2