

REQUEST FOR QUOTE

(70T05023Q7500N001)

Blanket Purchase Agreement

Integrated Program Management Support Services

Under GSA Professional Services Category - Business Administrative Services

541611 Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

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This is a notice that this Blanket Purchase Agreement (BPA) for Integrated Program Management Support Services is a total set-aside for Historically Underutilized Business Zones (HUBZone). Only quotes submitted by HUBZone Offerors will be accepted by the Government. Any quote that is submitted by a contractor that is not HUBZone will not be considered for award.

**SECTION I - CONTINUATION OF BLOCK 20 ON SF 1449 – SCHEDULE OF SUPPLIES / SERVICES**

1. **Description of Services**

The Contractor shall provide integrated program management support services to assist individual program offices across TSA to successfully achieve their respective program cost, schedule, and performance goals and objectives; and to navigate, implement, and comply with the policies, processes, procedures, and requirements set forth in the Department of Homeland Security (DHS) Acquisition Directive (AD) 102-01 and other related directives and instructions.

1. **Types of BPA Orders**

Orders under this BPA shall be firm-fixed-price (FFP).

1. **Obligation of Funds**

This BPA does not obligate funds. The government is obligated only to the extent of authorized orders actually issued against the BPA. The government estimates, but does not guarantee, that the volume of purchases through these agreements will be $340,000,000 over the life of these BPAs. This is not a ceiling amount and the accumulated value of task orders issued under these BPAs may exceed this amount without modification to the BPAs. Funds will be obligated through individual BPA Orders issued under the BPAs.

1. **Period of Performance**

The period of performance of this BPA is for five (5) years.

This BPA will expire sixty (60) months subsequent to the date of BPA establishment. The periods of performance of BPA Orders may extend up to 12 months beyond the expiration of the BPA, provided the BPA Order was issued while the BPA was active.

The BPA Holder is required to immediately notify the BPA Contracting Officer (CO) in writing if, at any time, the GSA FSS upon which the BPA is based is no longer in force.

This BPA is not a contract. If the BPA Holder fails to perform in a manner satisfactory to the BPA CO, this BPA may be canceled with ten (10) days written notice to the BPA Holder by the BPA CO.

1. **Ordering Procedure**

COs shall issue Orders under the BPA in accordance with the FAR 8.405-3(c).

* Any warranted TSA CO may place orders against the BPA(s).
* As part of sound market research, the CO shall review the BPA terms and conditions, BPA contract holders, and pricing incorporated into the BPA.
* The CO shall ensure their requirement fits within the scope of the BPA.
* The CO shall ensure all internal reviews (e.g. legal review) as required by policies have been completed.
* The CO shall follow the ordering procedures at FAR 8.405-3(c) for orders under Multiple-Award BPAs.
  + Develop a PWS/SOW.
  + Ensure fair opportunity IAW FAR 8.405-3(c)(2).

COs are encouraged to streamline the Order competitions to the maximum extent practical. For a technical response this may include, for example, using a short scenario and technical response, a question and answer response, a few bulleted technical outcomes and technical response, or even just a 1-page technical approach. The minimum time for a BPA vendor to prepare a technical and price quote is 10 days. The intent of this BPA is to not place too heavy a burden on either the TSA or the BPA vendors during an Order competition.

1. **Annual Review of the BPA**

In accordance with FAR 8.405-3(e), TSA C&P will conduct an annual review of this BPA to determine whether the underlying FSS is still in effect, whether the BPA still represents the best value to the Government and whether the estimated value have been exceeded and additional price reductions can be obtained. The results of this review shall be documented in accordance with the FAR.

1. **BPA Prices and Price Adjustments**

At no time shall order prices exceed awarded prices on the Contractor's GSA FSS contract or the BPA rates. The discount pricing relationship establishedwith the BPA Holder shall be maintained throughout the life of the BPA, unless authorized in writing by the CO via a modification.

The BPA Holder may request a price increase on the BPA only after there has been an approved Schedule price increase. The CO will make the final decision on any request for price increases under this BPA via a bilateral modification. For any price decreases made to the Schedule contract, the BPA discounted price shall be immediately identified to the CO and be immediately effective. There will be no retroactive price increases allowed on existing orders.

The Awardee(s) quoted labor rates will be incorporated into this BPA as “ceiling rates” which can then be further discounted at the BPA Order level.

1. **Small Business Set-Aside**

This is a small business set aside as permitted by FAR 8.405-5, Small Business [Federal Supply Schedules]. The Contractor must maintain a certified HUBZone GSA FSS contract, under North American Industry Classification System (NAICS) code 541611, in order to qualify for the BPA award.

**SECTION II - PERFORMANCE WORK STATEMENT**

**INTEGRATED PROGRAM MANAGEMENT SUPPORT SERVICES**

**PERFORMANCE WORK STATEMENT**

**1 GENERAL**

**Organization**

Transportation Security Administration (TSA)

6595 Springfield Center Drive

Springfield, VA 22150

**Objective**

Integrated Program Management Support Services (IPMSS) is required across the TSA enterprise to support program office implementation of and compliance with the policies, processes, procedures, and requirements set forth in the DHS AD 102-01 and other related directives and instructions described in this Performance Work Statement (PWS). DHS AD 102-01 provides the overall policy and structure for acquisition oversight and management within DHS, and establishes the Department’s Acquisition Lifecycle Framework (ALF), Acquisition Review Process (ARP), and Acquisition Review Board (ARB).

**Background**

TSA’s mission is to protect the nation’s air, rail, transit, and highway transportation systems to ensure freedom of movement for people and commerce. To fulfill its mission, TSA has approximately 60,000 employees assigned to field locations throughout the continental United States and its territories, and at TSA Headquarters located in Springfield, Virginia. TSA deploys approximately 45,000 Transportation Security Officers (TSOs) to screen approximately 1.9 million passengers each day at mass transit stations and more than 450 airports nationwide.

TSA is seeking qualified Contractors capable of providing Enterprise-Wide, IPMSS to assist individual program offices across the agency to successfully achieve their respective program cost, schedule, and performance goals and objectives; and to navigate, implement, and comply with the policies, processes, procedures, and requirements set forth in the DHS AD 102-01 and other related directives and instructions described in this PWS.

The Contractor shall provide all management, supervision, personnel, materials, and other items and services necessary to perform all work described in this BPA and all successive individual orders; and shall have the technical expertise and capability to meet all requirements described. Services shall be provided when ordered by a warranted TSA CO during the performance period. This BPA is for TSA use only.

**2 SCOPE OF WORK**

IPMSS provided by the Contractor shall include the following:

* General Program/Project Management Support and Training
  + Strategic Planning and Business Process Analysis/Re-Engineering Support
  + Knowledge Management Support
  + Administrative Support/Technical Editing Support
  + Training
  + Special Studies Support
* Acquisition Program Management Support
  + Systems Engineering Life Cycle (SELC) Support
  + Internal and External Reporting Support
  + Acquisition Training and Support
  + Acquisition Workforce Management Support
* Financial Management and Cost Estimating Support
* IT Program Management Support

**3 TECHNICAL REQUIREMENTS**

**General Program/Project Management Support and Training, Strategic Planning and Business Process Analysis/Re-Engineering Support, Knowledge Management Support, and Administrative Support/Technical Editing Support, and Special Studies Support**

**3.1.1 The Contractor shall serve as a subject matter expert and shall assist with providing General Program/Project Management Support and Training that includes the following:**

3.1.1.2 Develop, implement, manage, maintain, and update program/project management methodologies, best practices, policies, processes, procedures, tools, and templates used for program/project initiation, planning, execution, performance measurement/tracking/monitoring/controlling, collaboration, progress reporting, and closeout activities.

3.1.1.3 Develop, implement, manage, maintain, and update program/project management plans and associated documents (includes the following: Charters, Work Breakdown Structures (WBSs), Integrated Master Schedules (IMSs) and subordinate schedules, Communications Plans, Change Management Plans, Risk/Issues Management Plans and Registers, Quality Management Plans and Quality Standards/Acceptance Criteria, Performance Management Plans (Scope, Schedule, Cost) and Performance Metrics, Resource/Staffing Plans, Cost Estimates/Budgets, Configuration Management Plans, Transition Plans, and other associated work plans.

3.1.1.4 Develop, maintain, update, and deliver program/project status reports detailing: progress made toward completion of tasks and deliverables documented in the program/project management plans (comparing actual performance against the baseline plans), key deliverable/milestone achievements, schedule and cost/budget updates, risks/issues encountered and mitigation strategies, change requests being processed, corrective action strategies and recommendations, and other pertinent information.

3.1.1.5 Develop, maintain, update, coordinate, and deliver meeting schedules, agendas, minutes, and briefing packages for Integrated Product Team (IPT) meetings, Program Management Reviews (PMRs), In Process Reviews (IPRs), program/project status meetings, strategic planning sessions, working group sessions, executive leadership meetings, Executive Steering Committee (ESC) meetings, program/project assessments, risk/issues management meetings, Change Control Board (CCB) meetings, and other required meetings. Participate in, and facilitate meetings as directed by TSA.

3.1.1.6 Develop, maintain, update, and deliver program/project management lessons learned and other program/project closeout documentation.

3.1.1.7 Provide Information Technology (IT) Point of Contact (POC) and logistics support to meet program requirements for IT asset inventory, parking permits, and space planning.

3.1.1.8 Provide Security Program and emergency preparedness support to assist with Homeland Security Data Network (HSDN), Communications Security (COMSEC) Equipment Access Management and Classified/Secret Data Storage and Safeguarding.

3.1.1.9 Perform a full range of training support services to include training to directly support a program management team in the areas of new hire training, refresher training, the use of training to supplement skill gap analysis, training for new program initiatives, system related training, and workforce development training.

**3.1.2 The Contractor shall serve as a subject matter expert and shall assist with providing Strategic Planning and Business Process Analysis/Re-Engineering Support that includes the following:**

3.1.2.2 Develop, maintain, update, and deliver strategic planning documentation and roadmaps.

3.1.2.3 Perform detailed cross-functional business process analyses/re-engineering and business process mapping activities. Develop, maintain, update, and deliver business process analyses/re-engineering and business process mapping documentation and other related artifacts (includes: “current state” and “future state” process models and business rules; analyses of stakeholders and associated impacts; analyses of risks/issues and mitigating strategies; recommendations to gain efficiencies, increase effectiveness, and eliminate or reduce the impact of identified barriers; and implementation strategies and plans to migrate from “current state” to “future state” operations).

3.1.2.4 Develop, implement, maintain, and update business process Standard Operating Procedures (SOPs) and other related documentation (as required by DHS and TSA directives, regulations, etc.). Develop and provide business process SOP training (includes: curriculum/training materials development, maintenance, updates, and delivery).

3.1.2.5 Develop, implement, maintain, and update business process transition in/out planning documentation and other related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Participate in, and facilitate business process transition in/out activities as directed by TSA.

3.1.2.6 Develop, maintain, update, and deliver business process studies, white papers, position papers, presentation packages, reports, and other related analytical products (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.1.2.7 Develop, maintain, update, coordinate, and deliver briefing packages for Integrated Product Team (IPT) meetings, Program Management Reviews (PMRs), In Process Reviews (IPRs), program/project status meetings, strategic planning sessions, working group sessions, executive leadership meetings, Executive Steering Committee (ESC) meetings, program/project assessments, risk/issues management meetings, Change Control Board (CCB) meetings, and other required meetings. Participate in, and facilitate meetings as directed by TSA.

3.1.2.8 Provide consultation and guidance to program offices to facilitate the DHS/TSA Acquisition Review Process. Develop, maintain, update, coordinate, and deliver Acquisition Review Team (ART)/Acquisition Review Board (ARB) briefing packages.

3.1.2.9 Perform a variety of activities related to acquisition, procurement, and business management/planning to support the three (3) phases of the contracting process: Pre- Award, Award, and Post-Award.

**3.1.3 The Contractor shall serve as a subject matter expert and shall assist with providing Knowledge Management Support that includes the following:**

3.1.3.1 Develop, implement, administer/manage, maintain, update, and deliver knowledge management solutions that include the following: iShare/SharePoint sites, databases, reports, reporting systems/dashboards, and other related mechanisms and collaboration tools (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Ensure all systems and content are approved by TSA; and follow all TSA style/formatting, federal records management and TSA MD 200.7 Records Management Handbook, and security/privacy requirements.

3.1.3.2 Develop, implement, maintain, and update Knowledge Management Standard Operating Procedures (SOPs) and other related documentation (as required by DHS and TSA directives, regulations, etc.). Develop and provide Knowledge Management SOP training (includes: curriculum/training materials development, maintenance, updates, and delivery).

3.1.3.3 Develop, maintain, update, and deliver Knowledge Management reports and other analytical products (i.e., knowledge management system and report usage analyses) for management reporting and decision-making processes.

**3.1.4 The Contractor shall assist with providing Administrative Support/Technical Editing Support that includes the following:**

3.1.4.1 Perform general administrative tasks for Executive staff (includes the following: managing and maintaining calendars and schedules, preparing for meetings, developing and delivering presentation packages, preparing and delivering communications and correspondence, and performing other administrative related activities (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.)).

3.1.4.2 Perform document and presentation technical editing activities to ensure proper content, organization, grammar, mechanics, format, completeness, accuracy, and style.

3.1.4.3 Perform document and presentation review and approval routing activities.

3.1.4.4 Develop, maintain, update, coordinate, and deliver meeting schedules, agendas, minutes, and briefing packages for meetings, working group sessions, and conferences. Schedule, book, and set up meeting rooms; coordinate and set up remote connection sessions and call in bridge lines; prepare and deliver communications; manage, inventory, and set up meeting equipment/devices; and manage and update attendance records. Participate in, and facilitate meetings as directed by TSA.

3.1.4.5 Develop, maintain, update, coordinate, and deliver TSA Assistant Administrator (AA), Deputy AA, Program Management Office (PMO), and other communication distribution lists (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.1.4.6 Perform general human resource management support tasks to include human resource administration and employee training tracking and coordination.

**3.1.5 The Contractor shall assist with providing Special Studies Support that includes the following:**

3.1.5.1 Upon TSA approval, the Contractor shall assist in the initiation, planning, and performance of a variety of comprehensive research studies focused on analyzing specific operational and administrative topics of interest and issues.

3.1.5.2 For each approved study, the Contractor shall prepare and submit a Study Plan for TSA review and approval prior to implementation of the study. The Study Plan shall include the following elements:

* Study approval date
* TSA sponsor organization and contact information
* Study title
* Executive summary
* Study purpose and scope
* Proposed methodology, approach, deliverables, and criteria for success
* Participating organizations and potential impact to each organization
* Study team staffing plan and specific roles/responsibilities of each team member
* Plan of action and milestones (including study progress reporting)
* Study costs

3.1.5.3 Upon receiving Study Plan approval from TSA, the Contractor shall conduct the study in accordance with the specific requirements and activities set forth in the approved Study Plan.

3.1.5.4 Upon completion of each study, the Contractor shall develop and deliver the required analytical products described in the TSA approved Study Plan. Specific deliverables may include: qualitative and quantitative analytical reports and data, decision and policy recommendations, white papers, diagrams, dashboards, position papers, presentation packages, and new or modified work processes, methods, approaches, or procedures etc.

**3.1.6 The Contractor shall assist with providing contracting support services that includes the following:**

3.1.6.1 Provide Acquisition Support within the Contracting and Procurement (C&P) office by assisting in all aspects of the procurement process while applying contracting laws, regulations, principles, and procedures to assist in the planning and completion of contracting and procurement activities to include but not limited to the following tasks:

3.1.6.1.1 Review of Purchase Requisition Packages provided by the program office (Acquisition Plans, Statement of Works/Requirement Statements, Independent Government Cost estimates, Justification for Other than Full and Open Competition, etc. as required by DHS, TSA and C&P)

3.1.6.1.2 Preparing and issuing solicitation documents, preparing award and modification documentation, and assisting program office in contract administration as needed.

3.1.6.2 Assistance will include fully utilizing contract writing system (Contract Lifecycle Management (CLM), filing system (Electronic Contract Filing System, Acquisition Planning Forecast System (APFS), Federal Procurement Data System (FPDS), and System for Award Management (SAM).

**Acquisition Program Management Support, Systems Engineering Life Cycle (SELC) Support, Internal and External Reporting Support, Acquisition Training and Support, and Acquisition Workforce Management Support**

**3.2.1 The DHS AD 102-01 established the Acquisition Lifecycle Framework (ALF) to provide oversight and management of DHS component investments throughout their lifecycle. The Contractor shall serve as a subject matter expert and shall assist with providing Acquisition Program Management Support that includes the following:**

3.2.1.1 Provide consultation and guidance to program offices to facilitate understanding, navigating, implementing, and complying with the policies, processes, procedures, and requirements set forth in DHS AD 102-01 and DHS Instruction 102-01-001; and to achieve their respective acquisition program cost, schedule, and performance goals and objectives.

3.2.1.2 Develop, implement, manage, maintain, and update key ALF documents. Where appropriate, the Contractor shall use DHS-approved templates for all required documentation. Documents include the following:

Capability Analysis Study Plan (CASP)

Capability Analysis Report (CAR)

Mission Need Statement (MNS)

Capability Development Plan (CDP)

Acquisition Plan (AP)

Concept of Operations (CONOPS)

Analysis of Alternatives (AOA)/Alternatives Analysis (AA) Study Plan

Analysis of Alternatives (AoA)/Alternative Analysis (AA)

Operational Requirements Document (ORD)

Integrated Logistics Support Plan (ILSP)

Life Cycle Cost Estimate (LCCE)

Acquisition Program Baseline (APB)

Systems Engineering Life Cycle (SELC) Tailoring Plan

Test and Evaluation Master Plan (TEMP)

Integrated Master Schedule (IMS)

Program Management Plan (PMP)

Risk Management Plan (RMP)/Risk Register

Statement of Objectives (SOO)/Performance Work Statement (PWS) and Quality Assurance

Surveillance Plan (QASP)

Source Selection Procedures

Market Research Reports

Acquisition Reporting

Earned Value Management Reports

Other Acquisition Documents (As Required by DHS and TSA directives, regulations, Standard

Operating Procedures (SOPs), etc.)

3.2.1.3 Review acquisition documentation to ensure all documentation is consistent and aligned with applicable DHS, TSA, and organizational missions, strategic goals and objectives, policies, directives, processes and procedures, regulations, leadership decisions, and other relevant data.

3.2.1.4 Develop, maintain, update, and deliver studies, market research, and other analytical products (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.) to facilitate identifying and analyzing systems, commodities, components, technologies, capabilities, and services that are available to meet current and future operational needs.

3.2.1.5 Provide consultation and guidance to program offices to facilitate analyzing mission needs, and decomposing capability needs into high level and detailed requirements. Develop, maintain, update, and deliver requirements documentation as directed by TSA.

3.2.1.6 Develop, maintain, update, coordinate, and deliver meeting schedules, agendas, minutes, and briefing packages for Integrated Product Team (IPT) meetings, Program Management Reviews (PMRs), In Process Reviews (IPRs), program/project status meetings, strategic planning sessions, working group sessions, executive leadership meetings, Executive Steering Committee (ESC) meetings, program/project assessments, risk/issues management meetings, Change Control Board (CCB) meetings, and other required meetings. Participate in, and facilitate meetings as directed by TSA.

3.2.1.7 Develop, maintain, update, coordinate, and deliver briefing packages for DHS/TSA Joint Requirements Council (JRC) proceedings and activities.

3.2.1.8 Provide consultation and guidance to program offices to facilitate the DHS/TSA Acquisition Review Process. Develop, maintain, update, coordinate, and deliver Acquisition Review Team (ART)/Acquisition Review Board (ARB) briefing packages.

3.2.1.9 Perform acquisition program lifecycle cost modeling and cost estimating activities in accordance with the Government Accountability Office (GAO) principles for cost estimating. The Contractor shall develop, maintain, update, and deliver lifecycle cost models, Rough Order of Magnitude (ROM) Cost Estimates, Cost Estimating Baseline Documents (CEBDs), Life Cycle Cost Estimates (LCCEs), Independent Government Cost Estimates (IGCEs), pricing models, and other related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Where appropriate, the Contractor shall use DHS approved templates for all required documentation.

**3.2.2 DHS Systems Engineering Life Cycle (SELC) Instruction 102-01-103 establishes a common SELC Framework for DHS and supports efficient and effective delivery of DHS investment capabilities. The SELC Framework supports the Acquisition Lifecycle Framework (ALF) established in DHS AD 102-01. The Contractor shall serve as a subject matter expert and shall assist with providing Systems Engineering Life Cycle (SELC) Support that includes the following:**

3.2.2.1 Provide consultation and guidance to program offices to facilitate understanding, navigating, implementing, and complying with the policies, processes, procedures, and requirements set forth in DHS SELC Instruction 102-01-103 and DHS SELC Guidebook 102-01-103-01.

3.2.2.2 Develop, implement, manage, maintain, and update key SELC documents. Where appropriate, the Contractor shall use DHS approved templates for all required documentation. Documents include the following: SELC Tailoring Plan, Systems Engineering Plan (SEP), Test and Evaluation Master Plan (TEMP), and other required artifacts identified in Appendix B “SELC Artifact Matrix” located in the DHS SELC Guidebook 102-01-103-01.

3.2.2.3 Review SELC documentation to ensure all documentation is consistent and aligned with applicable DHS, TSA, and organizational missions, strategic goals and objectives, policies, directives, processes and procedures, regulations, leadership decisions, and other relevant data.

3.2.2.4 Provide consultation and guidance to program offices to facilitate analyzing mission needs, and decomposing capability needs into high level and detailed requirements. Develop, maintain, update, and deliver requirements documentation as directed by TSA.

3.2.2.5 Serve as a subject matter expert in the DHS Joint Requirements Council (JRC) Joint Integration and Management System (JRIMS) process. Develop, maintain, update, and deliver required JRIMS documentation and artifacts that are consistent with the policies, processes, procedures, and requirements set forth in DHS Directive 107-01 and DHS Instruction Manual 107-01-001-01. Develop, maintain, update, and deliver JRIMS training and associated training materials.

3.2.2.6 Develop, maintain, update, coordinate, and deliver meeting schedules, agendas, minutes, briefing packages, and completion letters for DHS and TSA SELC Technical Reviews. Specific technical reviews include the following: Study Plan Review (SPR), Solution Engineering Review (SER), Project Planning Review (PPR), Systems Definition Review (SDR), Preliminary Design Review (PDR), Critical Design Review (CDR), Integration Readiness Review (IRR), Production Readiness Review (PRR), Operational Test Readiness Review (OTRR), Operational Readiness Review (ORR), Post Implementation Review (PIR), and other required reviews. Participate in, and facilitate meetings as directed by TSA.

3.2.2.7 Develop, maintain, update, coordinate, and deliver briefing packages for Integrated Product Team (IPT) meetings, Program Management Reviews (PMRs), In Process Reviews (IPRs), program/project status meetings, strategic planning sessions, working group sessions, executive leadership meetings, Executive Steering Committee (ESC) meetings, program/project assessments, risk/issues management meetings, Change Control Board (CCB) meetings, and other required meetings. Participate in, and facilitate meetings as directed by TSA.

3.2.2.8 Serve as a subject matter expert in testing. Develop, implement, manage, maintain, and update test plans and reports, and other testing related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Participate in, and facilitate testing events as directed by TSA. Testing activities shall be consistent with the policies, processes, procedures, and requirements set forth in DHS Instruction 102-01-004 and DHS Instruction Manual 102-01-004-01.

3.2.2.9 Develop, maintain, update, and deliver engineering studies and other analytical products (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.) to facilitate identifying and analyzing systems, commodities, components, technologies, capabilities, and services that are available to meet current and future operational needs.

3.2.2.10 Develop, maintain, update, and deliver system architecture documentation. Ensure documentation is consistent with DHS/TSA enterprise architecture requirements.

3.2.2.11 Develop, implement, maintain, and update technology transition in/out planning documentation and other related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Participate in, and facilitate technology transition in/out activities as directed by TSA.

3.2.2.12 Provide consultation and guidance to ensure all IT services, hardware and/or software are compliant with the DHS 4300A DHS Sensitive System Policy Directive, DHS 4300A Sensitive Systems Handbook, TSA MD 1400.3 Information Technology Security Policy, TSA IT Security Policy Handbook, and Technical Standards. Develop, maintain, update, and deliver IT security authorization package and other related security documentation (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.2.13 Serve as a subject matter expert in traditional and cloud-based solutions. Develop, implement, maintain, and update traditional and cloud-based solution documentation and other related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.2.14 Serve as a subject matter expert in traditional waterfall and Agile development methodologies. Develop, implement, maintain, and update traditional waterfall and Agile development methodology documentation and other related artifacts (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Agile development methodologies shall be consistent with the policies, processes, procedures, and requirements set forth in DHS Instruction 102-01-004 and DHS Instruction Manual 102-01-004-01.

3.2.2.15 Provide consultation and guidance to program offices to facilitate the DHS/TSA Acquisition Review Process. Develop, maintain, update, coordinate, and deliver ART/ARB briefing packages.

**3.2.3 DHS Instruction 102-01-008 establishes policy objectives and procedures required to stand up an accurate and timely acquisition program health assessment (APHA) mechanism for the major acquisition programs of the Department. The Contractor shall serve as a subject matter expert and shall assist with providing Internal and External Reporting Support that includes the following:**

3.2.3.1 Serve as a subject matter expert in the use of Federal and DHS reporting systems.

3.2.3.2 Perform data input, validation, certification, oversight, support, and reporting activities for the following: DHS Investment Evaluation, Submission, and Tracking (INVEST) System or follow-on system(s) of record; Comprehensive Acquisition Status Report (CASR); and other systems and reports (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.3.3 Develop, implement, maintain, and update reporting system Standard Operating Procedures (SOPs) and other related documentation (as required by DHS and TSA directives, regulations, etc.). Develop and provide reporting system SOP training (includes: curriculum/training materials development, maintenance, updates, and delivery).

**3.2.4 The Contractor shall serve as a subject matter expert and shall assist with providing Acquisition Training Support that includes the following:**

3.2.4.1 Provide consultation and guidance to facilitate the implementation, maintenance, and management of the OAPM Acquisition Workshop training program. The program consists of foundational “100 Level” and intermediate “200 Level” acquisition training workshops designed to equip the frontline workforce with requisite knowledge and skills to meet the TSA mission. The workshops help employees and program offices across the organization: navigate the Department of Homeland Security (DHS) AD 102-01 Acquisition Life Cycle Framework, enhance program planning capabilities, produce higher quality acquisition documentation, and build a greater level of knowledge and understanding of acquisition policies, processes, concepts, practices, and tools. Workshops are held annually following a Fall/Spring semester schedule format, and are also delivered on an “on-demand” basis. Workshops are typically 2 hours in duration, and are limited to approximately 25 attendees (per workshop) unless otherwise approved.

3.2.4.2 Manage, maintain, and update the OAPM Acquisition Workshop iShare training site, calendar, and database. Regularly monitor, analyze, and compile training statistics and other data for management reporting. Develop, maintain, update, and deliver training reports and other related documentation (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.4.3 Develop, implement, manage, maintain, and update Acquisition Workshop Standard Operating Procedures (SOPs) and other related documentation (as required by DHS and TSA directives, regulations, etc.). Develop and provide Acquisition Workshop SOP training (includes: curriculum/training materials development, maintenance, updates, and delivery).

3.2.4.4 Develop, implement, maintain, and update Acquisition Workshop marketing materials (includes: brochures, flyers, and web based content).

3.2.4.5 Provide consultation and guidance to Acquisition Workshop instructors to facilitate developing, implementing, maintaining, and updating training presentations and other related training materials (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.4.6 Serve as Acquisition Workshop facilitator and event coordinator. Schedule, book, and set up training rooms; coordinate and set up remote connection sessions and call in bridge lines; prepare and deliver communications and training materials; manage, inventory, and set up training equipment/devices; manage and update registration and attendance records; and prepare and deliver workshop completion certificates.

3.2.4.7 Perform detailed Acquisition Workshop analyses. Develop, maintain, update, and deliver Acquisition Workshop analyses documentation. Workshop analyses shall include the following topics: attendee survey results trends overall and per workshop, attendance trends overall and per workshop, details pertaining to workshops held versus workshops cancelled, workshop program enhancement recommendations, and other relevant topics (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.4.8 Serve as Acquisition Workshop instructor for select courses. Develop, implement, maintain, and update training presentations and other related training materials (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.2.4.9 Provide consultation and guidance for the development and facilitation of other ad hoc training and forums such as Program Management (PM) Town Halls (forums held for the TSA PM community once per quarter). Develop, implement, maintain, and update presentations and other related materials (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.). Schedule, book, and set up training rooms; coordinate and set up remote connection sessions and call in bridge lines; prepare and deliver communications and training materials; manage, inventory, and set up training equipment/devices; manage and update registration and attendance records; and prepare and deliver training completion documentation. Participate in, and facilitate ad hoc training and forums as directed by TSA.

**3.2.5 DHS Instruction 102-01-006 establishes requirements for identifying sufficient numbers of trained and qualified acquisition program management staff who have the proper skills and experience in the appropriate acquisition disciplines to obtain successful acquisition outcomes. DHS Directive 064-04 establishes the overarching policies for acquisition certification of the DHS Acquisition Professional community. The DHS Acquisition Workforce includes professionals in various career fields. The Contractor shall serve as a subject matter expert and shall assist with providing Acquisition Workforce (AWF) Management Support that includes the following:**

3.2.5.1 Perform DAU Cornerstone on Demand (CSOD) functions in coordination with the designated TSA AWF Certification Manager. Specific functions include: facilitating the creation of TSA employee CSOD accounts; reviewing AWF certification application packages for completeness and accuracy; forwarding approved AWF certification application packages to the DHS approval authority; fielding TSA employee training, certification, and continuous learning questions/concerns; reviewing and recommending approval for continuous learning point (CLP) achievement requests; creating/tracking certification data and metrics; and furnishing reports related to TSA AWF management and other AWF assignments as directed by TSA.

3.2.5.2 Perform AWF tracking and analysis. Develop, maintain, update, and deliver AWF tracking and analysis documentation, dashboards, and reports.

3.2.5.3 As directed by the TSA Acquisition Workforce Certification Manager, collect and analyze information for annual and ad-hoc AWF data calls. Develop, maintain, update, and deliver annual and ad-hoc data call documentation and reports.

3.2.5.4 Attend the Quarterly DHS Acquisition Career Manager meeting and participate in additional DHS initiatives (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

**Financial Management and Cost Estimating Support**

**3.3.1 The Contractor shall serve as a subject matter expert and shall assist with providing Financial Management and Cost Estimating Support that includes the following:**

3.3.1.1 Serve as a subject matter expert in the use of Automated Cost Estimating Integrated Tools (ACEIT) software and other related cost estimating and modeling tools (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.3.1.2 Serve as a subject matter expert in Planning, Programming, Budgeting, and Execution (PPBE) and Capital Planning and Investment Control (CPIC) policies, processes, procedures, and requirements. Develop, maintain, update, and deliver Resource Allocation Plans (RAPs), annual Spend Plans, Capital Investment Plans (CIPs), OMB-300 Business Case documentation, and other related analytical products (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.3.1.3 Develop, maintain, update, and deliver financial management studies, cost-benefit analyses, Earned Value Management Reports, and other related analytical products (as required by DHS and TSA directives, regulations, Standard Operating Procedures (SOPs), etc.).

3.3.1.4 Develop, maintain, update, coordinate, and deliver briefing packages for Integrated Product Team (IPT) meetings, Program Management Reviews (PMRs), In Process Reviews (IPRs), program/project status meetings, strategic planning sessions, working group sessions, executive leadership meetings, Executive Steering Committee (ESC) meetings, program/project assessments, risk/issues management meetings, Change Control Board (CCB) meetings, and other required meetings. Participate in, and facilitate meetings as directed by TSA.

3.3.1.5 Provide consultation and guidance to program offices to facilitate the DHS/TSA Acquisition Review Process. Develop, maintain, update, coordinate, and deliver ART/ARB briefing packages.

**IT Program Management Support**

3.4.1 The contractor shall perform database administration including, SQL 2008, 2012, 2014, 2016, and 2017, and database development and administration including, MS Access/VB to MS Office Suite with VB integration knowledge for reports.

3.4.2 The contractor shall provide technical independent validation and verification (IV&V), quality assurance and oversight and review of technical deliverables and performance in accordance with specified requirements.

3.4.3 The contractor shall perform independent validation and verification (IV&V) in support of engineering design reviews and provide recommendations to Government program and project managers.

3.4.4 The contractor shall provide analysis, make recommendations, and provide advice to the Government on performance metrics and processes for areas such as: Enterprise monitoring; Patch management; Change management; Configuration management; Asset management; Release management; Incident management; Engineering Support/Services Request processes; and Procurement Request Packaging processes.

3.4.5 The contractor shall provide advice and support in the roll out, management, and continued support of the following software/hardware including, Oracle Unix / Red Hat Enterprise Linux; Microsoft Products (e.g. M365, Azure, SharePoint, TEAMS); Cloud and Data Center Services, Design, Implementation, and Migration; Storage; Backup and Redundancy (BUR); Network; Wireless; Database; Unified Communications; Mobile; IT Security; Application Delivery.

**4 BPA ORDER MANAGEMENT AND ADMINISTRATION**

BPA Order Management and Administration includes supervising and reviewing all Contractor staff work products to ensure deliverables are submitted on time, on budget, at the acceptable quality level, and provide all the information required by the Government. The Contractor shall:

4.1 Prepare, submit, implement, manage, maintain, and update a detailed Project Management Plan that documents: project management approach, risk/issues management, performance management/metrics, configuration management, and change management methodology; tasks, activities, and deliverables that will be completed; project coordination and communications; project schedule, milestones, costs/budget, personnel/resources, review points, and delivery dates for all work performed under this BPA.

4.2 Prepare, submit, implement, manage, maintain, and update a detailed Quality Control Plan (QCP) that documents the methodology, standards, and acceptance criteria the Contractor will use for verifying that delivered products/services for all work under this BPA satisfies contractual agreements, meet quality standards, and comply with project-specific processes and requirements.

4.3 Prepare, submit, implement, manage, maintain, and update a detailed Staffing Plan that documents the Contractor team organizational structure for all work under performed under this BPA PWS. The Staffing Plan must include team member qualifications/experience levels, certifications, team roles and responsibilities, and how staffing changes will be managed under the BPA.

**5 INCOMING/OUTGOING TRANSITION**

To be addressed at the BPA Order Level.

1. **DELIVERABLES AND REPORTS**

The Contractor shall provide the deliverables presented in the table below. The Contractor shall ensure all deliverables meet the standards and acceptance criteria described in the Contractor’s Quality Control Plan (QCP) approved by TSA. Additional deliverables may be specified at the BPA order level.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Program Management and Administration** | | | | |
| **Item** | **Task Reference Number** | **Deliverable Name** | **Due Date** | **Deliverable Recipients** |
| 1 | 4.1 | Project Management Plan | Within 5 business days of BPA Award, and within 3 business days of a revision | CO, COR, PM |
| 2 | 4.2 | Quality Control Plan (QCP) | Within 5 business days of BPA Award, and within 3 business days of a revision | CO, COR, PM |
| 3 | 4.3 | Staffing Plan | Within 5 business days of BPA Award, and within 3 business days of a revision | CO, COR, PM |

1. **PLACE OF PERFORMANCE**

The place of performance shall be defined at the BPA Call Order level, but may require Contractor performance either at a TSA facility or a Contractor facility, including TSA Headquarters in Springfield, VA.

1. **TRAVEL**

Travel shall be defined at the BPA Call Order level.

1. **GOVERNMENT-FURNISHED PROPERTY AND INFORMATION**

The government will provide office space and access to the TSA network through workstation equipment, as required, to accomplish on-site tasks at TSA Headquarters. The government will also provide information and data identified by the Contractor as necessary for task completion.

1. **KEY PERSONNEL AND QUALIFICATIONS**

**Key Personnel**

To be determined at the BPA Order Level

1. **PERFORMANCE REQUIREMENT SUMMARY WITHIN BPA CALL ORDERS**

The Performance Requirement Summary (PRS) chart below provides an example of the associated performance standards, expected target performance, and method of surveillance that may be required in a BPA Call Order. While some BPA Call Order requirements may not be listed in the PRS chart below, requirements not appearing in the PRS chart do not negate the Contractor’s obligation to perform all requirements as specified in the BPA and subsequent BPA Call Orders. Additionally, TSA reserves all rights and remedies under the provisions and clauses of the BPA when performance of a requirement, whether or not listed below, is unacceptable.

A Quality Assurance Surveillance Plan (QASP) will be executed, as necessary, at the BPA Order Level. The ordering CO is responsible for ensuring contractor performance meets the minimum requirements established in the order, documenting the order file and communicating with the contractor to ensure the Government is receiving the contracted services. Monitoring contractor performance should be delegated to a contracting officer’s representative (COR).

PRS headings are defined as follows:

**PWS Section**- Lists the section in the PWS the Contractor shall perform service.

**Performance Statements (PWS Reference)**- Lists the applicable outcome (service required) as stated in the PWS.

**Performance Standard**- States the performance standard(s) that the Contractor must meet as set forth for completeness, reliability, accuracy, timeliness, and quality.

**Acceptable Quality Level (AQL)**- Percentage or minimum required acceptable level of service (i.e., no more than one customer complaint per report).

**Surveillance Method**- Lists the assessment/monitoring method the Government will use to evaluate the Contractor’s performance in meeting the contract requirements and indicates who performs the surveillance. Definitions of methods of surveillance are below.

**100% Inspection**- Used for those products and services which are considered critical tasks. All tasks that use this method of surveillance shall be reviewed by TSA and certified for its completeness, accuracy, and conformance to TSA standards.

| **PWS**  **Section** | **Performance Statements** | **Performance Standards/AQLs** | **Surveillance Method** | **Incentive / Disincentive** |
| --- | --- | --- | --- | --- |
| **3. Technical Requirements**  **(to be defined at the BPA Order Level)** | Perform all technical requirements listed in Section 3 of the PWS. | Standard: Provide subject matter expertise, assistance, advice, and work products required to satisfactorily complete all technical requirements of the PWS to ensure minimal re-performance of tasks.  AQL: Zero deviation | 100% Inspection | Failure to meet the required performance shall result in a requirement to re-perform and resubmit deliverable, negative performance documented in the monthly COR report and past performance reports (CPARS), and/or a 2% reduction on the contractor’s monthly invoice on BPA Call Orders. |

**Incentive/Disincentive**- States the outcome for performance above, or below the AQL of service.

\*This table is provided as a sample. Each BPA order, as necessary, will specify a PRS.

**SECTION III – ATTACHMENTS**

1. Price Spreadsheet
2. SCA Wage Determination 2015-4281
3. SCA Wage Determination 2015-4265

**SECTION IV – SUPPLEMENTAL CLAUSES**

**Order of Precedence**

The terms and conditions included in this BPA apply to all BPA Orders pursuant to it. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the Contractor's MAS Category [541611](https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp:/www.gsaelibrary.%20gsa.gov/ElibMain/sinDetails.do?executeQuery=YES&scheduleNumber=MAS&flag=&filter=&specialItemNumber=541611) contract, the Contractor's MAS shall take precedence

The Contractor's GSA MAS Category [541611](https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp:/www.gsaelibrary.%20gsa.gov/ElibMain/sinDetails.do?executeQuery=YES&scheduleNumber=MAS&flag=&filter=&specialItemNumber=541611) clauses are incorporated into this BPA. In addition, all clauses referenced below are applicable to this BPA and to all associated BPA Orders unless otherwise stated.

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/browse/index/far or for DHS specific clauses at https://www.acquisition.gov/hsar.

|  |  |  |
| --- | --- | --- |
| **Federal Acquisition Regulation (FAR) Clauses/Provisions** | | |
| **Clause** | **Title** | **Date** |
| 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services | Dec 2022 |
| 52.224-3 | Privacy Training Alternate I | (Jan 2017) |

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.

**HSAR 3052.204-71 Contractor Employee Access (Sep 2012)**

(a) Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, I 96 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSD, as defined in Title 49, Code of Federal Regulations, Part I 520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**HSAR 3052.215-70 Key Personnel or Facilities (Dec 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the BPA Order Contracting Officer approves the change.

(c) Ordering activities may identify additional key personnel at the BPA Order Level.

The Key Personnel or Facilities under this Contract:

See PWS Paragraph 10.

CONTRACTING OFFICER’S REPRESENTATIVE (COR) AND TECHNICAL MONITORS (AUG 2022)

The principle role of the COR is to support the Contracting Officer in managing the contract. This is done through furnishing technical direction within the confines of the contract, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the Contracting Officer. As a team the Contracting Officer and COR must ensure that program requirements are clearly communicated and that the agreement is performed to meet them. The principle role of the Technical Monitor (TM) is to support the COR on all work orders, tasks, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

The COR(s) and TM(s) may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and phone number of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The Contracting Officer hereby designates the individual(s) named below as the Contracting Officer's Representative(s) and Technical Monitor(s). Such designations(s) shall specify the scope and limitations of the authority so delegated.

TSA CORs:

NAME:[@COR Name@]

PHONE NUMBER:

EMAIL:

The responsibilities and limitations of the COR are as follows:

• The COR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.

• The COR may designate assistant COR(s) to act for him/her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

• The COR will maintain communications with the Contractor and the Contracting Officer. The COR must report any observed fraud, waste, or opportunities to improve performance of cost efficiency to the Contracting Officer.

• The COR will immediately alert the Contracting Officer to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.

• The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract’s price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

• The COR is not authorized to direct the Contractor on how to perform the work.

• The COR is not authorized to issue stop-work orders. The COR may recommend the authorization by the Contracting Officer to issue a stop work order, but the Contracting Officer is the only official authorized to issue such order.

• The COR is not authorized to discuss new proposed efforts or encourage the Contractor to perform additional efforts on an existing contract or order.

The responsibilities and limitations of the TM are as follows:

• Coordinating with the COR on all work orders, task, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

• Monitoring the Contractor’s performance in relation to the technical requirements of the assigned functional area of the contract to ensure that the Contractor’s performance is strictly within the contract’s scope and obligated funding.

• Ensuring that all recommended changes in any work under the contract are coordinated and submitted in writing to the COR for consideration.

• Informing the COR if the Contractor is not meeting performance, cost, schedule milestones.

• Performing technical reviews of the Contractor’s proposals as directed by the COR.

• Performing acceptance of the Contractor’s deliverables as directed by the COR.

• Reporting any threats to the health and safety of persons or potential for damage to Government property or critical national infrastructure which may result from the Contractor’s performance or failure to perform the contract’s requirements.

CONTRACTOR RESPONSIBILITY, CONDUCT AND PERFORMANCE UNDER TSA SERVICE CONTRACTS (JAN 2022)

**BASIC REQUIREMENTS AFFECTING CONTRACTOR PERFORMANCE**

1. The Government observes the following holidays (and government facilities are generally closed on these days, or restricted access or entrance requirements may apply due to security procedures):

New Year’s Day

Martin Luther King, Jr. Birthday

Washington’s Birthday (President’s Day)

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Columbus Day

Veteran’s Day

Thanksgiving Day

Christmas Day

a) In addition to the days designated as holidays, the Government observes also the following days:

•        Any other day designated by Federal Statute, and

•        Any other day designated by Executive Order, and

•        Any other day designated by President’s Proclamation, such as extreme weather conditions.

•        Inauguration Day (Washington, DC metropolitan area) (Likewise government facilities in the DC area are generally closed on these days, or restricted access or entrance requirements may apply due to security procedures).

•        Inclement weather closures and/or early dismissals

•        Or any other officially declared reason:

b) When the Government grants excused absence to its employees in a specific location, assigned Contractor personnel at that same location may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer’s Representative. Observance of such holidays by Government personnel shall not be a reason for the Contractor to request an extension of the period of performance, or entitlement of compensation except as set forth within the contract.

c) In the event the Contractor’s personnel work during the holiday or other excused absences, they may be compensated by the Contractor, however, no form of holiday or other premium compensation will be considered either as a direct or indirect cost, other than their normal compensation for the time worked. For cost reimbursement and time and materials (T&M)/ labor hour (LH) contracts, the Government will only consider as direct and/or indirect costs those efforts actually performed during the holiday or excused absences in the event contractor personnel are not dismissed. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

Otherwise, the management responsibility for contractor functions approved by the Contracting Officer for offsite work, in the event of inaccessibility of federal workplaces, is the sole responsibility of the contractor. The contractor may propose telework or other solutions when critical work is required, however, the Contractor is solely responsible for any cost differential in performance, all liabilities that may be due to performance at an alternate location, and all resources necessary to complete such performance.

d) In the event of an actual emergency, the Contracting Officer may direct the contractor to change work hours or locations or institute telework, utilize personal protective equipment, or other mandated items.

e) In the event of a Government closure (furlough) caused by a lapse in appropriations, which can occur at the beginning of a fiscal year if no funds have been appropriated for that year, or upon expiration of a continuing resolution if a new continuing resolution or appropriations law is not passed, the Contractor shall continue performance under the contract unless otherwise instructed in writing by a Contracting Officer. Unless the Contractor is provided a formal notification to the contrary, usually via a Stop Work Order pursuant to FAR 52.242-15, the Contractor must continue to comply with all terms and conditions of the contract. If a contract will not be affected by a shutdown, generally no separate notification or communication of that fact will be provided. Processing of contractor invoices for payment may or may not be deemed an excepted duty during a furlough. As such, contractor performance is expected even though invoices are pending payment processing. The Prompt Payment Act still applies.

2. Department of Homeland Security (DHS) may close a DHS facility for all or a portion of a business day as a result of-

•        Granting administrative leave to non-essential DHS employees (e.g., unanticipated holiday);

•        Inclement weather;

•        Failure of Congress to appropriate operational funds;

•        Or any other reason.

In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility. The contractor is responsible for notifying all of its affected personnel in such circumstances once the Contracting Officer or Contracting Officer’s Representative provides notice of such. The contractor agrees to continue to provide sufficient personnel to perform continual requirements of critical tasks already in operation or scheduled for performance during the period in which DHS employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

When contractor personnel services are not required or provided due to closure of a DHS facility as described in this instruction, the contractor’s payment under the contract shall be affected as follows--

**For cost-reimbursement, time-and-materials and labor-hour type contracts**, DHS shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

**For fixed-price contracts**, the price will not be prorated and the contractor is expected to satisfy the contract requirement during the period of performance without requested extension.

The Government may also terminate a contract for convenience either in partial or full.

**EMPLOYEE TERMINATION**. The contractor shall notify the Contracting Officer and the Contracting Officer’s Representative within 48 hours when an employee performing work under this contract who has been granted access to government information, information systems, property, or government facilities access terminates employment, no longer is assigned to the contract, or no longer requires such access. The contractor shall be responsible for returning, or ensuring that employees return, all DHS/TSA -issued contractor/employee identification, all other TSA or DHS property, and any security access cards to Government offices issued by a landlord of commercial space.

**INTERRELATIONSHIP OF ASSOCIATE CONTRACTORS.**  The TSA may enter into contractual agreements with other Contractors (i.e., “Associate Contractors”) in order to fulfill requirements separate from the work to be performed under this contract, yet having a relationship to performance under this contract. It is expected that contractors working under TSA contracts will have to work together under certain conditions in order to achieve a common solution for TSA. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant Contracting Officer (CO) and/or designated representative in providing suitable, non-conflicting technical and/or management interface and in avoidance of duplication of effort. Information on deliverables provided under separate contracts may, at the discretion of the TSA and/or other Government agencies, be provided to such other Contractor(s) for the purpose of such work.

Where the Contractor and an associate Contractor fail to agree upon action to be taken in connection with their respective responsibilities, each Contractor shall promptly bring the matters to the attention of the cognizant CO and furnish the Contractor’s recommendations for a solution. The Contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the Contractor and its associate to promptly refer matters to the CO or because of failure to implement CO directions.

Where the Contractor and Associate Contractors are required to collaborate to deliver a service; the Government will designate, in writing and prior to the definition of the task, to both Contractors, a “lead Contractor” for the project. In these cases, the Associate Contractors shall also be contractually required to coordinate and collaborate with the Contractor. TSA will facilitate the mutual execution of Non-Disclosure Agreements.

**NON-FEDERAL ACCESS TO TSA NATIONAL CAPITAL REGION FACILITIES (SEP 2020)**

Background. Department of Homeland Security (DHS) Visitor Access Policy mandates that visitors, to include all parties such as proposed subcontractors, accessing DHS National Capital Region (NCR) Component Headquarters and related Headquarters NCR facilities be subject to a criminal history check. To that end, in July 2016, TSA began requiring the submission of Personally Identifiable Information (PII) for all non-federal visitors and foreign national visitors entering TSA facilities in the National Capital Region, including TSA Headquarters, the Freedom Center, Annapolis Junction, Walker Lane, and the Transportation Security Integration Facility (TSIF), in order to process the required screening checks. Of note, for contracts requiring access to TSA facilities, information systems, or sensitive but unclassified information as part of contract performance, contractor employees are subject to a suitability determination.

A.        Purpose: The submitted information will be used to conduct screening checks to permit and maintain records of access to DHS NCR facilities pursuant to the authority of 40 U.S.C. § 1315; 41 C.F.R. Part 102-81; Executive Order. 9397.

B.        Applicability: A Non-Federal Visitor or Foreign National Visitor is an individual who has not been issued a DHS Personal Identity Verification (PIV) card or is not a current Federal government employee. Non-TSA current Federal government employees will be recorded in the Visitor Request Form excluding any PII.

C.        Routine Uses: The information requested may be shared externally as a "routine use" to the Department of Justice, Federal Bureau of Investigation and other government agencies as part of the screening process. A complete list of the routine uses can be found in the system of records notice, "Department of Homeland Security/ALL-024 Facility and Perimeter Access Control and Visitor Management System of Records."

D.        Consequences of Failure to Provide Information: Providing this information, including Social Security Number (SSN), is voluntary. However, failure to provide the information requested may result in being denied access to a DHS facility; failure to provide the SSN may prevent completion of screening.

E.        Information Requirements. In accordance with the above:

1. Non-Federal Visitors. Non-Federal visitors to TSA facilities will need to provide Date of Birth and Social Security Number information. The required information shall be provided in a password protected Microsoft Excel spreadsheet emailed to the Contracting Officer at least one (1) full business day prior to the visit date. (For further information, the Contracting Officer is a federal government employee who is specifically authorized and appointed in writing under specified agency procedures and granted the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.) The Contracting Officer may delegate the receipt of this information to the respective Contracting Officer Representative (COR). In order to ensure protection of this information, the password for the password protected spreadsheet shall be sent to the Contracting Officer (or delegated COR) in a separate email, at the same time. If multiple non-federal visitors from one company require access to TSA Headquarters facilities, that company should submit a single complete spreadsheet. A DHS/TSA employee shall be responsible for both inputting the information into the Visitor Request Form and actual escorting the visitor(s) at all times. The submitted emails shall then be deleted by TSA.

2. Foreign National Visitors. Foreign Nationals visiting TSA facilities in the U.S. and its territories will need to submit additional information to screening purposes, specifically:

•        Date of Birth

•        Gender

•        Country of Citizenship

•        Country of Birth

•        Passport Number and Expiration Date

•        Position/Title

The required information shall be provided in a password protected Microsoft Excel spreadsheet emailed to the Contracting Officer at least seven (7) full business days prior to the visit date. The Contracting Officer may delegate the receipt of this information to the respective Contracting Officer Representative (COR). In order to ensure protection of this information, the password for the password protected spreadsheet shall be sent to the Contracting Officer (or delegated COR) in a separate email, at the same time. If multiple Foreign National visitors from one company require access to TSA Headquarters facilities, that company should submit a single complete spreadsheet. A DHS/TSA employee shall be responsible for both inputting the information into the Visitor Request Form and actual escorting the visitor(s) at all times. The submitted emails shall then be deleted by TSA.

PERFORMANCE BY FOREIGN NATIONAL CONTRACTOR EMPLOYEES (SEP 2020)

Special request processing and handling requirements apply to contractor employees who may be foreign nationals. The Contractor must clearly identify any employees who are not US citizens who are otherwise requested to have access to SSI; the requirements of TSA Management Directive 2810.3” Management of Foreign Access to Sensitive Information” apply. Notwithstanding the requirements in HSAR 3052.204-71, Contractor Employee Access, contractors who propose to have contract work performed by contractor employees who are not United States Citizens or Lawful Permanent Residents and who will have access to sensitive but unclassified information in performance of their job shall be required to submit biographical information (e.g. name, date of birth, passport information, etc.) for vetting purposes.

The required vetting must occur both prior to the start of the contract, and annually thereafter. As such, the contractor must submit the necessary biographical information no later than ninety (90) days prior the start of the contract and prior to the end of the contract’s annual performance period. In the event such Contractor employees are no longer utilized for performance under the contract, the Contractor shall notify the Contracting Officer and Contracting Officer Representative (COR) by xx day and begin the replacement of personnel and vetting. The re-vetting of all said current personnel shall remain on the above annual schedule. Please note that this requirement under this contract’s Key Personnel clause(s) for any non-United States Citizens or Lawful Permanent Residents that are deemed key personnel remain in effect.

This annual vetting process requirement does not and will not affect the Government’s separate and unilateral discretion on whether to exercise the contract’s option(s) to extend the contract nor the Contracting Officer’s discretion on whether to issue a notification to exercise the contract’s option period. The administrative requirement for contractor submission of vetting information (along with any vetting clearance results) will have no relationship as to whether the Contracting Officer issues a notice of intent to exercise an option and the Government’s discretion to exercise the option.

The required information shall be provided in a password protected Microsoft Excel spreadsheet emailed to the Contracting Officer. The Contracting Officer may delegate the receipt of this information to the respective COR. In order to ensure protection of this information, the password for the password protected spreadsheet shall be sent to the Contracting Officer (or delegated COR) in a separate email, at the same time. If multiple Foreign National employees from one company require vetting, that company must submit a single complete spreadsheet. All password protected submissions shall be protected by the Government and destroyed upon conclusion of the annual vetting exercise.

The Contracting Officer and/or COR will notify the contractor of the conclusion of the vetting process.

**PUBLICITY AND DISSEMINATION OF CONTRACT INFORMATION (SEP 2020)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the award and/or performance of this contract without the prior written consent of the Contracting Officer. The Contractor shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Contractor release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in Management Directives 1700.3 and 1700.4. The Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

SUBMISSION OF INVOICES (MAY2022)

Background: The Transportation Security Administration (TSA) partners with the United States Coast Guard Finance Center for financial services in support of TSA operations, including the payment of contractor invoices. Therefore, all contractor invoices must be submitted to, and will be paid by, the U.S. Coast Guard Finance Center (FinCen).

**Invoice Submission Method**: Invoices may be submitted via U.S. Mail, or email. Contractors shall utilize ONLY ONE method per invoice submission. The submission information for each of the methods is as follows in order of preference:

It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed under Payment Status below.

1.        Address to mail invoices:

United States Coast Guard Finance Center

TSA Commercial Invoices

P.O. Box 4111

Chesapeake, VA 23327-4111

2..         Email Address: FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

**Invoice Process**: Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer’s Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from an Authorized Certifying Official, FinCen will initiate payment of the invoices.

Discounts on invoices. If desired, the Contractor should offer discounts directly upon the invoice submitted, clearly specifying the terms of the discount. Contractors can structure discounted amounts for payment for any time period less than the usual thirty-day payment period specified under Prompt Payment requirements; however, the Contractor should not structure terms for payment of net amounts invoiced any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

Discounts offered after invoice submission. If the Contractor should wish to offer a discount on a specific invoice after its submission for payment, the Contractor should submit a letter to the Finance Center identifying the specific invoice for which a discount is offered and specify the exact terms of the discount offered and what time period the Government should make payment by in order to receive the discount. The Contractor should clearly indicate the contract number, invoice number and date, and the specific terms of the discount offered. Contractors should not structure terms for net amount payments any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

**Payment Status**: Contractors may inquire on the payment status of an invoice by any of the following means:

1.        Via the internet: https://www.fincen.uscg.mil

Contacting the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

2.        Via the Payment Inquiry Form: https://www.fincen.uscg.mil/secure/payment.htm

**Invoice Elements**: Invoices will automatically be rejected if the information required in subparagraph (a)(2) of the Prompt Payment Clause, contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number (TIN), and SAM-issued Unique Entity Identifier (UEI) number are not included in the invoice. All invoices must clearly correlate invoiced amounts to the corresponding contract line item number and funding citation. The Contractor shall work with the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the Contract.

**Supplemental Invoice Documentation**: Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc.) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer’s Representative. Note for “time-and-material” type contracts: The Contractor must submit the following statement with each invoice for labor hours invoiced under a “time-and-materials” type contract, order, or contract line item: “The Contractor hereby certifies in accordance with paragraph (c) of FAR 52.232-7, that each labor hour has been performed by an employee (prime or subcontractor) who meets the contract’s specified requirements for the labor category invoiced.”

**Additional Invoice Preparation Instructions for Software Development and/or Hardware**. The Contractor shall clearly include a separate breakdown (by CLIN) for any software development activities (labor costs, subcontractor costs, etc.) in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards Number 10 (Preliminary design costs, Development costs and post implementation costs) and cite payment terms. The contractor shall provide make and model descriptions as well as serial numbers for purchases of hardware and software (where applicable.)

**Frequency of Invoice Submission**. This area is for the CO to document how often the contractor is allowed to submit invoices. An example is” Invoices shall be submitted on a monthly basis in accordance with the schedule.” *Please note that it is desired that an invoice be tied to a deliverable.*

**Timely Submission of Invoices**:  In order to ensure reimbursement under this contract, invoices shall be timely submitted for payment.  Contractors must submit an invoice to the payment office as indicated for all allowable and allocable internal expenditures made during the specified invoice period pursuant to the Contract.  Also be advised that under 31 U.S.C. §§ 1552 and 1553, funds that were obligated to the contract, but that have expired, remain available for adjustments for five (5) fiscal years following expiration of the period for which the relevant appropriation was made. After the respective timeframe, the expired account closes and the funds are not available for any purpose.

**CONTRACTOR EMPLOYEE TRAINING REQUIREMENTS (SEP 2020)**

All Contractor personnel with TSA IT accounts requiring unescorted access to TSA facilities, information systems, or information will be required to complete Workplace Violence Prevention training available through the TSA Online Learning Center. The course, entitled “Preventing Workplace Violence at TSA” shall be completed within 60 days of onboarding.

The contractor shall provide fully trained and experienced personnel. Training of contractor personnel shall be performed by the contractor at its expense, except as directed by the Government through written authorization by the Contracting Officer to meet special requirements peculiar to the contract. The Contracting Officer’s Representative will identify any specified government training which the contractor’s employees with access to TSA IT accounts will be required to complete as a precursor to or coincident with their authorized access to or use of government space or facilities, equipment, information, or information systems as a necessary component of performance required under the contract. Contractor employees are responsible for providing required evidence of timely training completion when the Government assigns such training. Training includes attendance at seminars, symposia or user group conferences. Training will not be authorized for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art or for training contractor employees on equipment, computer languages and computer operating systems that are available on the commercial market or required by a contract. This includes training to obtain or increase proficiency in word processing, spreadsheets, presentations, and electronic mail.

**CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (SEP 2020)**

In accordance with FAR 42.15, the Transportation Security Administration (TSA) is required to report the contractor’s performance under contract. The TSA reporting thresholds, in accordance with the Department of Homeland Security’s (DHS) FAR class deviation, is $1,000,000 for contracts and orders for services, and $500,000 for contracts and orders for supplies.

In order to support thorough and timely Contractor Performance Assessment Reporting System (CPARS) reports, the contractor shall provide a self-assessment of their performance within 10 days after the end of the base period and within 10 days after the end of any exercised option period(s) of the contract. The contractor shall provide a detailed narrative for each of the relevant evaluation areas (Quality, Schedule, Cost Control, Management, Utilization of Small Business, and Regulatory Compliance). The contractor may also provide their own self-assessment rating (Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory) per FAR Table 42-1 for each area for Government consideration.

The following are elements to be addressed in each area in order to support the narrative and any self-rating:

•        Quality: Requirements; conformance to specifications; workmanship; accurate reports/data.

•        Schedule: Milestones; delivery schedules; administrative requirements; schedule variance.

•        Cost Control: Causes and contractor-proposed solutions for cost overruns/underruns; contractor adherence to total estimated cost; billings current, accurate, and complete. (Not required to be addressed for Fixed Price type contracts unless specifically required elsewhere in the contract)

•        Management: Contractor oriented toward customer; interaction between contractor and Government; adequacy of the contractor’s accounting, billing, estimating systems and management of Government Furnished Property (GFP); effort devoted to managing subcontractors; risk management practices; supporting key personnel; replace key personnel as necessary.

•        Utilization of Small Business: Small business participation goals stated in contractor/order; achievement on each individual goal stated within contract/order or subcontracting plan including good faith efforts if goal was not achieved.

•        Regulatory Compliance: Contractor complied with contract clause requirements; complied with reporting requirements; complied with Quality Assurance Surveillance Plan (QASP); complied with specifications, reporting into databases as required under the contract, and reporting requirements in response to the solicitation provisions and clauses effective under the contract, or other requirements.

•        The contractor should utilize the Guidance for the Contractor Performance Assessment Reporting System (CPARS) located on the CPARS website, https://www.cpars.gov/, to assist in preparation of the self-evaluation. The contractor shall submit their self-evaluation, preferably via email, as a MS Word or other Office compatible document to the Contracting Officer and Contracting Officer’s Representative (COR) identified in the contract within the time period identified above. Standard USPS mail may also be utilized, if required. The TSA may consider the contractor’s self-assessment, along with all available relevant data and information, when completing the contractor’s past performance evaluation for each specific performance period. Submission of a contractor’s self-evaluation is considered information regarding the contractor’s performance and may not represent the final CPARS rating. Submission of this contractor self-assessment to the Government does not otherwise alter, change, or diminish any rights of the Government as expressed under Federal Acquisition Regulation Part 42 concerning the use of past performance information about any contractual vehicle.

**CONTRACTOR PERSONNEL ACCESS TO TSA FACILITIES, INFORMATION AND/OR SYSTEMS (SEP 2020)**

A.        All Contractor personnel requiring access to TSA facilities, information systems, and/or information will be subject to the security procedures set forth in this contract.

B.        All contractor employees seeking to provide services to TSA under a TSA contract are subject to a fitness determination to assess whether their initial employment or continued employment on a TSA contract protects or promotes the efficiency of the agency. TSA, by and through the Law Enforcement/Federal Air Marshal Service’s, Personnel Security Section (PerSec), will allow a contractor employee to commence work on a TSA contract only if a review of the contractor employee’s preliminary background check is favorable. Contractor employees with unfavorable preliminary background checks will not be allowed to work on a TSA contract.

C.        A fitness determination involves the following three phases:

1.        Phase 1: Enter On Duty Fitness Determination: a review of a contractor employee’s consumer credit report, criminal history records, and submitted security forms to determine, to the extent possible, if the contractor employee has bad debt and/or criminal offenses and/or falsification issues that would prohibit employment as a TSA contractor. This determination may include verification of citizenship for contractor employees born outside of the United States. A favorable Enter On Duty Suitability Determination is not a final fitness determination; rather, it is a preliminary review of external data sources that allows the contractor employee to commence work prior to the required background investigation being completed.

When a contractor employee is deemed eligible to commence work on a TSA contract, TSA PerSec will notify the appropriate Contracting Officer’s Representative (COR) of the favorable determination. Similar notifications will be sent when a contractor employee has not passed the preliminary background check and has been deemed unsuitable.

2.        Phase 2: Background Investigation: Once the contractor employee commences work on a TSA contract, TSA PerSec will process all submitted security forms to determine whether the contractor has previously been the subject of a federal background investigation sufficient in scope to meet TSA minimum investigative requirements. Contractor employees who have a federal investigation sufficient in scope will immediately be processed for final fitness adjudication. Those contractor employees who do not have a previous federal background investigation sufficient in scope will be scheduled for the appropriate level background investigation through the submission of their security forms to the Office of Personnel Management (OPM).

3.        Phase 3: Final Fitness Adjudication: TSA PerSec will complete the final fitness determination after receipt, review, and adjudication of the completed OPM background investigation. The final fitness determination is an assessment made by TSA PerSec to determine whether there is reasonable expectation that the continued employment of the TSA contractor will or will not protect or promote the efficiency of the agency. An unfavorable final fitness determination will result in a notification to the COR that the contractor employee has been deemed unfit for continued contract employment and that he/she shall be removed from the TSA contract.

D.        The period of performance may begin 60 days after contract award to allow for the Enter On Duty Fitness Determination. A contract modification shall be executed to revise the period of performance once the determination process is completed. For Fixed price awards, in the event of staggered completed determinations the parties may negotiate fixed monthly rates so that performance can begin with partial staff.

E.        Whenever personal identity verification (PIV) cards are required for issuance or re-issuance to contractor personnel for authorized access to Government facilities, under the guidance of the Contracting Officer’s Representative (COR), the Contractor is responsible for making all arrangements for affected Contractor personnel to report in-person at the nearest Government issuing facility to initiate and complete procedures for PIV card issuance. The Government will not be able to provide PIV card issuance at any other locations than those officially designated as available. PIV card issuing facilities that are available for the completion of this requirement for TSA contractors are as listed by the TSA Personnel Security Section, and the COR will advise the Contractor about Government PIV card issuing facility locations that are nearby the contractor’s location(s) of performance that will be potentially available for card issuance when required.

F.        Computer Access Agreement. All Contractor employees (users, managers, and operators of the TSA network) must sign TSA Form 1403, Computer Access Agreement. A copy of which shall be provided to the TSA contracting officer’s representative for retention for the duration of the contract.

G.        Personnel Security.

1.        Privileged access users are individuals who have access to an information technology (IT) system with privileges of Administrator or above and have access to sensitive network infrastructure data. Privileged access users will be appropriately screened on entry into the privileged access position and the initial screening shall be refreshed every two years,

2.        Individuals terminating voluntarily or involuntarily from a Contractor performing under contract at TSA must have an exit briefing, conducted by a supervisory or management-level employee of the Contractor in order to identify and explain their post-employment responsibilities to the TSA.

3.        Records of exit interviews will be signed and maintained by the Contractor as part of the individual employment record for a period of not less than two years following the termination of the individual’s employment.

Failure of any Contractor personnel to pass a background investigation, without timely substitution that meets the contracts requirements, may be grounds for termination of the contract.

H.        Non-Disclosure Agreements.

1.        All TSA contractor employees and consultants must execute a DHS Form 11000-6, Sensitive But Unclassified Information Non-Disclosure Agreement (NDA) upon initial assignment to TSA and before being provided access to TSA “sensitive and/or mission critical information.” The original NDA will be provided to the TSA contracting officer’s representative for retention for the duration of the contract.

2.        The Contractor, and those operating on its behalf, shall adhere to the requirements of the non-disclosure agreement unless otherwise authorized in writing by the Contracting Officer.

I.        All Contractor personnel with TSA IT accounts requiring unescorted access to TSA facilities, information systems, or information will be required to complete Workplace Violence Prevention training available through the TSA Online Learning Center. The course, entitled “Preventing Workplace Violence at TSA” shall be completed within 60 days of onboarding.

PERFORMANCE STANDARDS (SEP 2020)

Adherence to Standards. The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. See TSA Management Directive (MD) 1100.73-5, Employee Responsibilities and Code of Conduct. Contractor employees performing work under this contract shall not:

-Solicit new business (on-site at government spaces, or while on work during periods paid by Government) while performing work under the contract;

-Conduct business other than that which is covered by this contract during periods paid by the Government;

-Conduct business not directly related to this contract while on Government premises;

-Use Government computer systems or networks, Government property or materials, and/or Government facilities for company or personal business;

-Recruit while on Government premises or otherwise act to disrupt official Government business while on Government premises.

-Discuss with unauthorized persons any information obtained during the performance of work under this contract.

-Engage in harassment. See TSA MD 1100-73.3 Anti-Harassment Program.

Reporting Matters.

Illegal, and Unethical, or Inappropriate Conduct. The Contractor, and its employees shall immediately report to the Contracting Officer and/or Contracting Officer’s Representative, any illegal, or unethical, or inappropriate conduct observed, noticed, or discovered while on Government premises or during periods paid by the Government under this contract, without regard as to the source of such conduct (except that any matter involving only contractor employees, apart from any Government requirements or the specific requirements of this contract, is deemed to be strictly the concern of the Contractor). The Contractor shall immediately report to the Government all actual or suspected violations of Government information, personnel, or physical security requirements. The Contractor shall fully comply with all of the reporting requirements that are expressed for specified circumstances and issues identified in discrete Federal Acquisition Regulation or Homeland Security Acquisition Regulation terms in force under this contract.

Emergency Situations While on Government Premises. Contractor employees shall immediately report any emergency situations they may witness (any circumstance where actual or potential loss of life, serious injury, or critical damage to property, or other serious incidents, such as fires, or workplace violence, terrorist activities, or other criminal behavior is occurring) per standing TSA procedures while they are performing under contract in government facilities.

CONTRACTOR’S RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES

If, due to the fault or neglect of the Contractor, his agents, or employees, damages are caused to any Government property, equipment, stock or supplies, during the performance of this contract, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property. The Contractor is responsible for maintaining all assigned space(s) in a clean and orderly fashion during the course of this contract. All telephones are for conducting official Government business only.

PERSONAL SERVICES

“Personal services” are those in which contractor personnel would appear to be, in effect, Government employees via the direct supervision and oversight by Government employees. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by a Government employee. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable employee supervisor of the Contractor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental actions as defined by FAR 7.500. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change any contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this term.

**REQUIREMENTS FOR HANDLING SENSITIVE SECURITY INFORMATION (SSI) (JUN 2021)**

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Section 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. TSA, however, primarily uses the criterion of “detrimental to the security of transportation” when determining whether information is SSI.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI (http://ecfr.gpoaccess.gov/). Persons authorized to access specific SSI (i.e., covered persons) include those contracted to DHS or TSA with a need-to-know basis for specific information in the course of fulfilling their TSA contractual obligations. TSA may deliver SSI materials to the Contractor. Also, materials created by the Contractor may require SSI designation and protection, and the Contractor has the responsibility to identify such materials to TSA as possible SSI. For guidance while working on TSA and DHS matters, see the TSA SSI Application Guide, 2011\_04\_01 for identifying the type of information covered by the regulation.

For purposes of this requirement, the term “Contractor” shall include an individual or other legal entity who performs work for or on behalf of TSA or DHS under a contract, interagency agreement, or other transaction agreement. Such contracts include, but are not limited to, contracts between any non-Federal entity and/or TSA or DHS and subcontracts, joint venture agreements, and teaming agreements between any non-Federal entity and another non-Federal entity to perform work related to the primary contract with the TSA or DHS.

While SSI is not classified national security information subject to the handling requirements governing classified information, it is subject to certain legal disclosure limitations. To ensure regulatory compliance, the Contractor shall be subject to the following requirements and include this entire requirement as flow-down in subcontracts, etc.:

A.        Handling and Safeguarding. The TSA Contractor shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. These safeguarding procedures shall include SSI recognition, identification and marking of materials that possibly contain SSI, including Contractor-created materials, as well as following restrictions on disclosure, storage, handling, sharing, dissemination and destruction of SSI. The Contractor, without exception, shall place this requirement in all subcontracts, joint venture agreements, and teaming agreements related to the performance of this contract.

B.        Non-Disclosure Agreements (NDAs). DHS Form 11000-6, NDAs are required to be signed by all Contractor personnel when access to SSI is necessary for performance of the contract. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

C.        Request for Access to SSI materials. Pursuant to 49 C.F.R. § 1520.9(a)(3), the Contractor must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the contract by other persons, including requests from experts, consultants, and legal counsel (“requesters”) hired by the Contractor. The Contractor shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy “cc” recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI Office must first make a determination as to whether the requesters are a “covered person” with a “need to know” under 49 C.F.R. §§ 1520.7 and 1520.11. Special request processing and handling requirements apply to Contractor employees who may be foreign nationals. The Contractor must clearly identify any employees who are not US citizens who are otherwise requested to have access to SSI; the requirements of TSA Management Directive 2810.3 “Management of Foreign Access to Sensitive Information” apply.

D.        Training and Certification. All Contractor personnel who are covered persons with a need-to- know basis must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the contract or for the duration of the requester’s need for access to SSI, whichever is later. Contractor personnel must also review and adhere to the SSI Quick Reference Guide for DHS Employees and Contractors. The Contractor shall certify to the Contracting Officer annually that all covered persons have completed the mandated SSI training, that all SSI policies and procedures have been followed, and that those individuals with access understand their responsibilities to protect the information.

E.        Breach. In accordance with 49 C.F.R. § 1520.9(c), the Contractor agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Contractor shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer and the COR. The Contractor is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

In the event that an SSI breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, or the Contractor’s covered persons, the Contractor shall, as directed by the Contracting Officer and at no cost to the Government, without delay correct or mitigate the violation.

For unauthorized disclosure of SSI, the Contractor and Contractor's employees and Contractor’s covered persons may also be subject to civil penalties and other consequences as set forth in 49 CFR § 1520.17.

**SECTION 504 COMPLIANCE (SEP 2020)**

The Contractor/Provider shall comply fully with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities. No otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Provider is awarded a contract and/or receives Federal financial assistance from the Transportation Security Administration. This includes, but is not limited to, providing reasonable accommodations and effective communication to persons with disabilities and ensuring physical accessibility to all participants. The Contractor/Provider shall ensure this requirement flows to all affected subcontracts.

**SECURITY REQUIREMENTS FOR HANDLING PERSONALLY IDENTIFIABLE INFORMATION AND PRIVACY INCIDENT REPONSE (SEP 2020)**

A. Definitions.

1. “Breach” (may be used interchangeably with “Privacy Incident’) as used in this term means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, in usable form whether physical or electronic.

2. “Personally Identifiable Information (PII)” as used in this term means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States. Examples of PII include: name, date of birth, mailing address, telephone number, Social Security Number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), Internet protocol addresses, biometric identifiers (e.g., fingerprints), photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

3. “Sensitive Personally Identifiable Information (Sensitive PII)” as used in this term is a subset of Personally Identifiable Information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Complete social security numbers (SSN), alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered Sensitive PII even if they are not coupled with additional PII. Additional examples include any groupings of information that contains an individual’s name or other unique identifier plus one or more of the following elements:

a. Driver’s license number, passport number, or truncated SSN (such as last 4 digits)

b. Date of birth (month, day, and year)

c. Citizenship or immigration status

d. Financial information such as account numbers or Electronic Funds Transfer Information

e. Medical Information

f. System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other Personally Identifiable information may be “sensitive” depending on its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains Personally Identifiable Information but it is not sensitive.

B. Systems Access. Work to be performed under this contract requires the handling of Sensitive PII. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The contractor shall provide the Government access to, and information regarding the contractor’s systems, when requested by the Government, as part of its responsibility to ensure compliance with security requirements, and shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent validation testing of controls, system penetration testing by the Government, Federal Information Security Management Act (FISMA) data reviews, and access by agency Inspectors General for its reviews.

C. Systems Security.

1. In performing its duties related to management, operation, and/or access of systems containing Sensitive PII under this contract, the contractor, its employees and subcontractors shall comply with applicable security requirements described in the most current versions of DHS Sensitive System Publication 4300A and TSA Information Assurance (IA) Handbook or any replacement publication and rules of conduct as described in TSA Management Directive (MD) 3700.4.

2.All Contractor-operated systems that input, store, process, output, and/or transmit SPII shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted with at least Advanced Encryption Standard (AES)-256 or higher in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

3. Use of contractor-owned laptops or other media storage devices to process or store PII is prohibited under this contract until the contractor provides, and the contracting officer in coordination with CISO approves, written certification by the contractor that the following requirements are met:

a. Laptops employ encryption with at least AES-256 or higher using a NIST Federal Information Processing Standard (FIPS) 140-2 or successor approved product;

b. The contractor has developed and implemented a process to ensure that security and other applications software are kept current;

c. Mobile computing devices utilize anti-viral software and a host-based firewall mechanism;

d. When no longer needed, all removable media and laptop hard drives shall be processed (i.e., sanitized, degaussed, or destroyed) in accordance with DHS and TSA security and disposition requirements.

e. The contractor shall maintain an accurate inventory of devices used in the performance of this contract;

f. Contractor employee training requirements are covered in FAR 52.224-3.

g. All Sensitive PII obtained under this contract shall be removed from contractor-owned information technology assets upon termination or expiration of contractor work. Removal must be accomplished in accordance with DHS Sensitive System Publication 4300A and TSA Information Assurance Handbook, which the contracting officer will provide upon request. Certification of data removal or data disposition will be performed by the contractor’s Project Manager and written notification confirming certification will be delivered to the contracting officer within 15 days of termination/expiration of contractor work.

D. Data Security.

1. Contractor shall limit access to the data covered by this term to those employees and subcontractors who require the information in order to perform their official duties under this contract.

2. The contractor, contractor employees, and subcontractors must physically secure Sensitive PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss. When Sensitive PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the Sensitive PII irretrievable. The contractor shall only use Sensitive PII obtained under this contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the contracting officer. At expiration or termination of this contract, the contractor shall turn over all Sensitive PII obtained under the contract that is in its possession to the Government.

3. The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain Sensitive PII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

E. Breach Response. The contractor agrees that in the event of any actual or suspected breach of SPII (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), it shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer, the Contracting Officer’s Representative (COR), and the TSA Director of Privacy Policy & Compliance (TSAprivacy@tsa.dhs.gov<mailto:TSAprivacy@tsa.dhs.gov>). The contractor is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government parties. The report of a breach shall not, by itself, be interpreted as evidence that the contractor failed to provide adequate safeguards for SPII.

Award fee contracts:

1. For any portions of this contract that involve an award fee, the contractor may be awarded no award fee for any evaluation period in which there is a breach of privacy or security, including any loss of sensitive data or equipment containing sensitive data. Lost award fee due to a breach of privacy or security may not be allocated to future evaluation periods.

2. For any portions of this contract that involve an award fee, to ensure that the final award fee evaluation at contract completion reflects any breach of privacy or security in an interim period, the overall award fee pool shall be reduced by the amount of the fee available for the period in which the breach occurred if a zero fee determination was made because of a breach of privacy or security.

F. Personally Identifiable Information Notification Requirement.

1. The contractor shall have in place procedures and the capability to promptly notify any individual whose Sensitive PII was, or is reasonably believed to have been, breached, as determined appropriate by the Government. The method and content of any notification by the contractor shall be coordinated with, and subject to the prior approval of the Government, based upon a risk-based analysis conducted by the Government in accordance with DHS Privacy Incident Handling Guidance. Notification shall not proceed unless the Government has determined that: (i) notification is appropriate; and (ii) would not impede a law enforcement investigation or jeopardize national security.

Subject to Government analysis of the breach and the terms of its instructions to the contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. At minimum, a notification should include: (i) a brief description of how the breach occurred; (ii) a description of the types of personal information involved in the breach; (iii) a statement as to whether the information was encrypted or protected by other means; (iv) steps an individual may take to protect themselves; (v) what the agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and (vi) point of contact information identifying who affected individuals may contact for further information.

2. In the event that a PII breach occurs as a result of the violation of a term of this contract by the contractor or its employees, the contractor shall, as directed by the contracting officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected individuals for a period not less than18 months from discovery of the breach. Should the Government elect to provide and/or procure notification or identity protection services in response to a breach, the contractor will be responsible for reimbursing the Government for those expenses.

G. Pass-Through of Security Requirements to Subcontractors. The contractor agrees to incorporate the substance of this term, its terms and requirements, in all subcontracts under this contract, and to require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this term will be attributed to the contractor.

**(HSAR) 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is:

This BPA is for Integrated Program Management Support Services to assist individual program offices across the agency to successfully achieve their respective program cost, schedule, and performance goals and objectives; and to navigate, implement, and comply with the policies, processes, procedures, and requirements. This BPA also includes contracting and procurement support services throughout the acquisition lifecycle (pre-award and post-award) to support contract operations at the requiring activity level, seek out, identify and recommend contracting strategies and vehicles and assist major program contracting actions. As a result, the contractor may have access to nonpublic information for future procurement.

(c) The restrictions upon future contracting are as follows:

(1) If the BPA vendor, through the performance of task orders pursuant to this BPA, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing TSA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). TSA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

**(HSAR) 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting:

This BPA is for Integrated Program Management Support Services to assist individual program offices across the agency to successfully achieve their respective program cost, schedule, and performance goals and objectives; and to navigate, implement, and comply with the policies, processes, procedures, and requirements. This BPA also includes contracting and procurement support services throughout the acquisition lifecycle (pre-award and post-award) to support contract operations at the requiring activity level, seek out, identify and recommend contracting strategies and vehicles and assist major program contracting actions. In supporting contracting and procurement functions, the contractor may review work completed by contractor support personnel for TSA program offices.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

\_\_\_ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

\_\_\_ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this clause.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this clause do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this clause.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of clause)

**SOLICITATION PROVISIONS**

**AVAILABILITY OF INTERNAL APPEAL PROCESS PER FAR 33.103 (MAY 2021)**

In the event of receipt of the Contracting Officer’s final decision of an agency-level protest in accordance with Federal Acquisition Regulation 33.103, the offeror is hereby advised that an appeal process is available from within the agency. The Assistant Administrator of the Contracting and Procurement in the Transportation Security Administration is the independent appeal authority. All appeals must be submitted in writing and signed by a company official who is authorized to commit the company and contain the same elements required in FAR 33.103(d) as well as an explanation of the Contracting Officer’s decision (and copy of such decision). Appeals must be sent either in writing or via email to Transportation Security Administration, ATTN: APPEAL OF AGENCY PROTEST, Contracting and Procurement, 6595 Springfield Center Drive, Springfield, VA 20598-6025, or via email to TSAProcurementPolicy@tsa.dhs.gov. The subject line for the email should clearly indicate “APPEAL OF AGENCY PROTEST”.

**SECTION V - INSTRUCTIONS TO PREPARE QUOTE & EVALUATION FACTORS**

1. **General Instructions**

This acquisition is being issued as a RFQ under the GSA Schedule Program. The Government intends to award up to three BPAs. However, TSA reserves the right to award more, less or even no BPA. This procurement is being conducted in accordance with FAR Subpart 8.4.

1. **Questions/Clarifications**

All Quoter questions and clarifications pursuant to this RFQ must be received by the Contracting Officer, Kurt.Allen@tsa.dhs.gov, and Contract Specialist Michael.Cabero@tsa.dhs.gov no later than February 24, 2023 at 3:00 PM Eastern Standard Time. The government may or may not respond to questions received. If questions received change any solicitation terms and/or conditions, the government intends to issue a formal amendment to the solicitation document(s). The Government reserves the right not to provide a response for any Quoter question/ clarification received after the date and time stated above. If, however, the Contracting Officer determines that a request cites an issue of significant importance, the Government will provide a written response to all Quoters. Questions shall be submitted with “IPMSS RFQ 70T05023Q7500N001, Question” in the subject line.

1. **Quotation Preparation and Delivery Instructions**

The Phase I submission shall consist of:

1. Signed cover letter (see paragraph 5 below for contents)
2. Factor 1: Prior experience

The Phase II submission shall consist of:

1. Factor 2: Technical Approach and Management Approach
2. Factor 3: Price (GSA Labor Category descriptions, rates and rate discounts)
3. **Quotation submission**

Please review the requirement and respond via email to the Contracting Officer with a courtesy intent to provide a quote or no-quote decision as soon as possible.

**Electronic Submissions:** The Quoter shall provide an electronic copy of its Phase I quote submission via GSA’s eBuy. Submission must occur prior to the Quotation Submission Deadline specified in paragraph number 6.

1. **Quotation Preparation**

The Government will not consider pages submitted in excess of the stated page limitations, or materials not included in full text within the quote (no links to external information will be reviewed or considered. Page limitations include all text, graphs, pictures, appendices, references, exhibits, etc. Title pages, tabs, index sheets, tables of contents, dividers and other such aids that are solely used to assist the evaluator in locating information and are advisory in nature, imparting no other information other than the identification of content, will not be counted against any page limits stated within this RFQ.

|  |  |  |
| --- | --- | --- |
| **Phase** | **Content** | **Not to Exceed Page Limits** |
| Phase I | Signed Cover | No page limit |
| Factor 1: Prior Experience | 15 pages total |
| Advisory Notice | | |
| Phase II | Factor 2: Technical Approach and Management Approach | 30 pages total |
| Factor 3: Price (Price spreadsheet) | No page limit |

All narrative text contained in the quote response must be formatted to 8 ½ x 11 paper with margins of at least 1” at the top, bottom, and both sides; using single spaced, Times New Roman 12-point font. For charts, tables, exhibits and figures, no less than 8 point Times new Roman font is acceptable. Quoters are cautioned that quotation elements using a font less than 12-point Times New Roman for the narrative and less than 8-point Times New Roman for charts will not be reviewed by the Government.

Signed cover letters must provide the following information:

1. Name of Quoter
2. Address
3. City, State, Zip code
4. Unique Entity ID Number (from SAM.gov) & CAGE Code
5. Taxpayer Identification Number (TIN)
6. Points of Contact (Primary & Alternate) for both Technical and Pricing Submissions
7. Telephone Number
8. Electronic Mail Address
9. Quotation number
10. Date of Quotation.
11. GSA Schedule Contract Number
12. A statement that the contractor is a HUBZone small business under its GSA Schedule Contract Number
13. Prompt Payment Terms
14. Names and contact information of persons authorized to negotiate on the Quoter’s behalf with the Government in connection with this solicitation.
15. Name, title, and signature of person authorized to sign the quotation.
16. Current Performance Period the GSA Schedule with Option Periods as applicable.
17. A Statement certifying that the proposed solution falls within the scope of the Quoter’s referenced GSA Schedule contract(s) as applicable by signing the cover letter.
18. A statement that the quotation is valid for a minimum of 150 calendar days from the date of submission.
19. Statement that that the Quoter has read and agrees to comply with all of the conditions and instructions provided in this RFQ document, and all amendments issued.
20. Signature
21. **Quotation Submission Deadline**

Quoters shall submit Phase I responses no later than March 15, 2023 at 3:00 pm Eastern Standard Time.

Submission deadlines for Phase II will be detailed in future instructions provided by the Government. Following the Government advisory recommendation post Phase I, Quoters will have approximately two business days to notify Government of interest to proceed to Phase II; actual timeline will be communicated within the notification. The Quoter will have at least two weeks from the Government’s receipt of the Quoter’s decision to proceed to prepare the submission for Phase II.

Failure to participate in Phase I of the solicitation precludes further consideration of a Quoter. Submissions will not be accepted from Quoters who have not submitted the Phase I quote by the due date and time stated in this RFQ.

1. **Specific Submission Instructions Relative to the Submission Phase**

Quoters are advised that if they are unable to meet all requirements in the PWS, then they will not be eligible for award. Quoters shall articulate all the Quoter’s capabilities to perform all task areas detailed in the PWS for the BPA. Quoters are cautioned that the quality of their quotation and adherence to RFQ response requirements and/or restrictions, are considered reflective of the manner in which Quoters will be expected to perform work under this BPA. This will be given due consideration throughout the evaluation process. Quoters are strongly encouraged to emphasize content in response to all RFQ requirements.

The Government will be conducting the evaluation in two phases. Evaluations will be based on the requirements of the PWS.

1. **Phase I**: The Quoter shall provide sufficient information for the Government to evaluate its level of confidence, regarding the Quoter ’s prior experience (to include any teaming partner and/or subcontractor) as it aligns to the requirements of the PWS. Up to 3 prior experience references shall be provided.
2. **Phase I: Factor 1: Prior Experience**
3. The Quoter shall describe its specific recent (within last 5 years) prior experience conducting work of the same and/or similar scope/magnitude/complexity to each of the primary areas of support identified in PWS Section 2, Scope of Work
4. What challenges, constraints and risks were encountered and what solutions were implemented? I.e., explain how you have worked with senior-level, cross-sector teams to collaboratively plan and execute major initiatives; describe experience with managing competing requirements and methods for determining prioritization of competing requirements, including working with the Government customer regarding these efforts; describe experience with providing creative solutions or innovations in achieving or exceeding customer objectives.
5. Describe experience retaining contractor FTE to support work that would take place in each BPA order. Describe experience onboarding replacement employees in a timely manner without degradation of quality of work. Describe your experience maintaining employee roster or stand-by hiring lists used to ensure employees move through a vetting and clearance process quickly.

Any example that does not comply with the above instructions will not be evaluated. The information shall be sufficiently detailed that the Government can determine whether the example(s) demonstrate the Quoter’s experience (to include partners and subcontractors).

**Advisory Notice**

After the Government completes evaluation of the Phase I submission, Quoters will receive an advisory notification via email from the Contracting Officer. The notification will advise the Quoter of the Government’s advisory recommendation to proceed or not to proceed to Phase II. Quoters who are rated most highly will be advised to proceed to Phase II of the quote submission process. Quoters who were not among the most highly rated will be advised that they are unlikely to be viable competitors, along with the general basis for the Government’s advisory recommendation. The intent of this advisory notice is to minimize development and other costs for those Quoters with little to no chance of receiving an award. The Government’s advice will be a recommendation only and those Quoters who are advised not to proceed may elect to continue their participation in the procurement. Phase II submissions will not be accepted from Quoters who have not submitted Phase I requirements by the due date and time provided for in this RFQ.

Regardless of the Phase I advisory notice, all Quoters interested in participating in Phase II shall send an

email to Michael.Cabero@tsa.dhs.gov no later than 48 hours after the receipt of the advisory notice, affirmatively stating their intent to participate in Phase II. Failure to provide this notification will preclude a Quoter from participating in Phase II.

The government intends to invite up to 6 vendors to Phase II. The Government does not intend to provide brief explanations after the completion of the advisory notifications. Brief explanations will be provided after award per FAR 8.405-3(b)(3).

The advisory notification will include the Phase II due date and time.

1. **Phase II**: The Phase II due date will be, at a minimum, two weeks from the date of the advisory notification.

Phase II written submissions shall consist of:

(a) Technical and Management Approach,

(b) Price quote (mapped BPA labor categories, rates).

1. **Phase II: Factor 2: Technical and Management Approach**

The Quoter shall provide a detailed narrative that addresses the scope of the PWS as described below:

1. The Quoter must describe how it will maintain continuity of personnel and services, demonstrate how workforce stability will be maintained despite changing workloads, and describe its approach to managing significant increases or decreases in workload. The Quoter shall also identify sources of personnel to fill vacant positions, the ability to secure personnel who are sufficiently qualified to handle established tasks, risk mitigation plan for vacancies, etc.
2. The Quoter shall discuss the ability to respond to contractual performance issues and degradation of quality, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain task order performance, quality, schedule, reporting, and mission requirements.
3. The Quoter shall discuss the development and use of its Quality Control Plan in order to provide consistent high quality services.
4. The Quoter's technical approach shall clearly and concisely describe its approach for making recommendations in the development of high quality documentation for targeted audiences, technical guidance, briefing materials, etc., as well as its approach to developing high quality documentation for targeted audiences, technical guidance, briefing materials, etc.
5. The Quoter's technical approach shall clearly and concisely describe its approach to writing reporting data in a variety of formats such as: Data calls; Whitepapers; Reports; Dashboards; Meeting minutes; Deliverable reviews; Work product reviews; Market Analyses; Technical minutes for stakeholder technical meetings; Document Lessons Learned and Identify Areas for Improvement; Design Artifacts.
6. The Quoter’s technical approach shall clearly and concisely describe its approach to develop, implement, manage, maintain, and update program/project management plans and associated documentation.
7. The Quoter’s technical approach shall clearly and concisely describe its approach to develop, maintain, update, and deliver strategic planning documentation and roadmaps.
8. The Quoter’s technical approach shall clearly and concisely describe its approach to develop, implement, administer/manage, maintain, update, and deliver knowledge management solutions that include the following: iShare/SharePoint sites, databases, reports, and/or reporting systems/dashboards to be used as collaborative and resource sharing tools.
9. The Quoter's technical approach shall clearly and concisely describe its approach tracking Purchase Request statuses from assignment to award, and spend plan and purchase card transactions.
10. The Quoter’s technical approach shall clearly and concisely describe its approach to develop, implement, manage, maintain, and update key ALF documents provided in Section 3.2.1.2 of the PWS.
11. The Quoter’s technical approach shall clearly and concisely describe its approach to develop, maintain, update, and deliver lifecycle cost models, Rough Order of Magnitude (ROM) Cost Estimates, Cost Estimating Baseline Documents (CEBDs), Life Cycle Cost Estimates (LCCEs), Independent Government Cost Estimates (IGCEs), and pricing models for Information Technology commodities, services, and systems, as well as a variety of Non-IT Services.
12. The Quoter’s technical approach shall clearly and concisely describe its approach to providing Internal and External Reporting Support provided in Section 3.2.3 of the PWS involving major acquisition program health assessments.
13. The Quoter’s technical approach shall clearly and concisely describe its approach to providing Acquisition Training Support as provided in Section 3.2.4 of the PWS.
14. The Quoter’s technical approach shall clearly and concisely describe its approach to performing Acquisition Workforce (AWF) Management Support that includes performing DAU Cornerstone on Demand (CSOD), or FAITAS, functions in coordination with a designated Acquisition Workforce Certification Manager, as well as other requirements provided in Section 3.2.5 of the PWS.
15. The Quoter's technical approach shall clearly and concisely describe its approach pulling information from multiple sources and consolidating and normalizing the data. Examples of sources where data might be pulled from include reports, assets, applications, databases, RFCs, site to host information, and configuration details central to a Federal program.
16. The Quoter's technical approach shall clearly and concisely describe its approach implementing change management strategies for planning, creating, and executing spend plan processes.
17. The Quoter’s technical approach shall clearly and concisely describe its approach to assisting with and participating in developing documentation in connection with budget planning, programming, and execution (PPBE); Capital Planning and Investment Control (CPIC) policies, processes, procedures, and requirements; developing, maintaining, updating, and delivering Resource Allocation Plans (RAPs); annual Spend Plans; Capital Investment Plans (CIPs); and, OMB-300 Business Case documentation.
18. The Quoter’s technical approach shall clearly and concisely describe its approach to providing technical independent validation and verification (IV&V), quality assurance, and oversight and review of technical deliverables and system performance in accordance with specified requirements, as well as independent IV&V in support of engineering design reviews that provide recommendations to Government program and project managers.
19. The Quoter’s technical approach shall clearly and concisely describe its approach performing database administration including, SQL 2008, 2012, 2014, 2016, and 2017, and database development and administration including, MS Access/VB to MS Office Suite with VB integration knowledge for reports.
20. The Quoter’s technical approach shall clearly and concisely describe its approach to making recommendations and providing advice to the Government on performance metrics and processes for functionalities listed in Section 3.4.4 of the PWS.
21. The Quoter’s technical approach shall clearly and concisely describe its approach to providing advice and support in the roll out, management, and maintenance of the following software/hardware products listed in Section 3.4.5 of the PWS.
22. **Phase II: Factor 3: Price (Labor rates and discounts)**

Your price quote shall be based on your current GSA Schedule pricing, utilizing any and all discounts, which are hereby specifically requested. Your quote shall provide the pricing/rates for the labor categories in Attachment 1 of the RFQ. Additional labor categories can be added. Labor categories and rates must be mapped to your GSA schedule contract. All hourly rates provided shall be fully burdened. Quoters shall provide a copy of their GSA Price Lists for all five years for verification of pricing. The Quoter shall ensure that a labor category description is included with their submission in sufficient detail for evaluation. For pricing purposes, the BPA(s) are intended to be awarded by June 2023, which will be the start of the 5yr ordering period.

Price Reduction: The government is expecting price reductions for every rate proposed for all five years of the vendor’s BPA.

Additional Labor Categories: The Government contemplates that a substantial portion of the work for orders against this BPA will be done by contractor employees in the labor categories identified in the attached pricing worksheet (Attachment 1 Price). However, additional labor categories added by the Quoter will reviewed by the Government to ensure the proposed rates align with the Quoter’s Schedule rates and assess any discount.

Specific instructions for completing Attachment 1 Price: Quoters shall complete the Labor Categories and Rates tab of Attachment 1. Column A of this tab contains the title of the Government labor category. Column B provides the Government description of the qualifications for the labor category. The Quoter shall provide, in Column C, the labor category and description from its parent schedule contract that completely satisfies the qualifications specified by the Government. The Quoter shall then provide its proposed rate in Column D. In no case may the hourly rate exceed the hourly rate in the parent schedule contract. A percentage discount off the master GSA contract shall be indicated by the Quoter in Column E. The proposed hourly rate for the labor category in Column F will auto populate. The Quoter shall then indicate its rates and discount percentages for years 2-5 (Column’s G, H, J, K, M, N, P, and Q). The scenario tabs will be auto populated using the rates from this tab. The scenario tabs represent sample task orders within the following four PWS Sections: 3.1.1, 3.2.1, 3.3.1, and 3.4.1. The total price for each scenario will be auto populated, as well as the total evaluated price that is inclusive of all scenarios. Any additional labor categories, along with the respective descriptions, rates, and discounts, shall be entered in the Labor Categories and Rates tab, beginning in cell B28.

1. **Evaluations and Selection**

This procurement is being conducted in accordance with FAR Subpart 8.4, Federal Supply Schedules. This is not a FAR Part 15, Contracting by Negotiation, procurement. All submissions in response to this RFQ are considered quotations and not proposals or offers, even if labeled as such. The vendors will be required to agree to and be bound by all instructions, procedures, and rules of this RFQ. The Government is not obligated to determine a competitive range, conduct discussions, solicit final revised quotations, or use other techniques associated with FAR part 15. The contracting techniques associated with FAR Part 15.3 do not apply. The final awards for this requirement will be based on best-value principles, utilizing the trade-off process. Accordingly, award will be made to the responsible Quoter(s), whose quote is determined to be the most advantageous to the Government and represents the best value considering trade-offs between price and all non-price factors.

Both the advisory down select (Phase I) and Phase II will be evaluated using confidence ratings.

The Government intends to award up to three BPAs.

Quotations submitted in response to the RFQ will be evaluated based on the following evaluation Factors:

Factor 1: Prior Experience

Factor 2: Technical and Management Approach

Factor 3: Price

The evaluation of Factor 1 and 2 will be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Government’s confidence that the Quoter understands the requirement and will be successful in performing the work. Quoters whose response receives a “low confidence” rating in any of the Factors 1 and 2 will be ineligible for award.

All technical factors (Factor 1 and Factor 2) are weighted in order of importance, with Factor 1 (Prior Experience) being more important than Factor 2 (Technical and Management Approach), and both Factors 1 and 2 being more important than Factor 3 (Price). When combined, Factors 1 and 2 are more important than Factor 3. As the technical merits of competing quotes approach equal, Factor 3 may become more important in the best value decision.

The Government will be conducting the evaluation in two phases. Phase I will evaluate Prior Experience. A Quoter must submit a quote for Phase I to be considered for award; failure to submit a quote in Phase I precludes an Quoter from submitting a quote for Phase II. Phase II will evaluate Factors 2 and Factor 3 for the Quoters who are selected or who elect to participate in Phase II. Notifications will be sent out between Phase I and II.

**Phase I**

***Factor 1 – Prior Experience***

The Government will evaluate Factor 1, Prior Experience, and will assess its level of confidence that the Quoter will successfully perform the solicitation and PWS requirements. The Government will assign one of the below Confidence ratings.

|  |  |
| --- | --- |
| **High Confidence** | The Government has high confidence that the Quoter understands the requirement,  and has recent and relevant prior experience that gives the Government high confidence that the Quoter will be successful in performing the contract. |
| **Some Confidence** | The Government has some confidence that the Quoter understands the requirement,  and has recent and relevant prior experience that gives the Government some confidence that the Quoter will be successful in performing the contract. |
| **Low Confidence** | The Government has low confidence that the Quoter understands the requirement, or  lacks adequate recent and relevant prior experience that gives the Government little confidence that the Quoter will be successful in performing the contract. |

**Phase II**

***Factor 2 – Technical Approach and Management Approach***

The Government will evaluate Factor 2, the Quoter’s Technical and Management Approach, and will

assess its level of confidence that the Quoter will successfully perform the solicitation and PWS

requirements. The Government will assign one of the below Confidence ratings.

|  |  |
| --- | --- |
| **High Confidence** | The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention. |
| **Some Confidence** | The Government has ***some confidence*** that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***some*** Government intervention. |
| **Low Confidence** | The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention. |

***Factor 3: Price***

Separate and apart from the technical evaluation, the Government will conduct a price evaluation of the Quoter’s price quote. Completion of the Labor Categories and Rates tab in Attachment 1 Price is necessary for a full evaluation of a Vendor’s quote. The Quoter provided GSA Labor Categories/Descriptions in will be evaluated to confirm that they clearly map to the labor categories and qualifications specified by the Government. If any of the Labor Categories/Descriptions do not clearly map to the labor categories and qualifications provided by the Government, the Quoter may be eliminated from award consideration. It is anticipated that pricing and award of this acquisition will be based on adequate price competition.

Failure by a Quoter to comply with Attachment 1 Price Instructions, as previously outlined, may result in an elimination from award consideration.

To help select the best value Quoter for this BPA opportunity, the Government will use the fixed unit rates from the Attachment 1 – Price, Labor Categories and Rates tab. Those rates will be automatically multiplied by the estimated quantity of hours and FTE’s for each scenario to arrive at a total evaluated price that will be used, for evaluation purposes only, to establish the BPAs. The Total Evaluated Price can be seen in Cell B9 of the “Total Evaluated Price” tab in Attachment 1 - Price. Any additional labor category proposed by the Quoter will be assessed to determine if labor rates are at or below the GSA Federal Supply Schedule Pricing.

The Awardee(s) proposed labor categories and labor rates will be incorporated into this BPA as “ceiling rates” which can then be further discounted at the BPA Order level.

**Award on Initial Responses**

The government anticipates selecting the best-suited contractor(s) from initial responses, without engaging in communications with contractors. Contractors are strongly encouraged to submit their best technical solutions and price in response to this RFQ. However, the Government reserves the right to enter into communications if it is deemed to be in the best interests of the Government.

**Exchanges with Best-Suited Contractor(s)**

Once the government determines the contractor(s) that is the best-suited (i.e., the apparent successful contractor(s)), the government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize a task order with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited contractor based on the original analysis and address any remaining issues.

1. **Selection for Award**

The Government intends to award up to three BPAs resulting from this solicitation to responsible Quoters. Award shall be made to the Quoters whose quotation is determined to be the best value to the Government based on a tradeoff among the non-price and price factors. The Government intends to issue awards without communication with Quoters. Consequently, Quoters are highly encouraged to provide their best quote with initial submissions. However, the Government reserves the right to review quotes with any or all Quoters submitting a quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct such a conversation with any Quoter. A Quoter may be eliminated from consideration for award without further dialogue or explanation prior to award if its quote is not found to be among those Quoters considered most advantageous to the Government based on a best value determination.