

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

1. REQUISITION NUMBER PAGE 1 OF 60

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 70T02023Q7668N002 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  a. NAME LITTLE, Mr. DAVID b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME 06/14/2023 14:00

9. ISSUED BY CONTRACTING AND PROCUREMENT 6595 Springfield Center Drive Springfield, VA, 20598, US CODE 70T090 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541513  HUBZONE SMALL BUSINESS  EDWOSB  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A) SIZE STANDARD: \$34,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO See Schedule CODE 16. ADMINISTERED BY Same As Issuing Office CODE 70T090

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18a. PAYMENT WILL BE MADE BY CODE 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

**TABLE OF CONTENTS:**

<b>Section II: Continuation of SF1449 .....</b>	<b>4</b>
<b>Section III: Contract Clauses .....</b>	<b>11</b>
<b>Section IV: List of Documents, Exhibits, and other Attachments.....</b>	<b>55</b>
<b>Section V: Solicitation Provisions .....</b>	<b>55</b>

**Section II: Continuation of SF1449**

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		Transition In (SOW Section 16)	1	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				
IDC Type: Not Applicable				

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	10/31/23	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		ITSSS (SOW Sections 2 through 14)	10	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				
IDC Type: Not Applicable				

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
11/1/23	9/30/24	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003		Break Fix Surge (SOW section 14)	1	EA
Contract Type:Labor Hour				
			Unit Price	
			Extended Price	

Description: Mix of labor categories (SOW section 14)	
Purchase Requisitions	
IDC Type:	Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0004		GSA STARS III Contract Access Fee	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description: CAF 0.75% to be applied to the total price.				
Purchase Requisitions				
IDC Type:	Not Applicable			

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1001	0002	ITSSS (SOW Sections 2 through 14)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option: 1  
Option Time Date: 7/1/23  
Option Time Duration: 365  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/24	9/30/25	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1002	0003	Break Fix Surge (SOW section 14)	1	EA
Contract Type:Labor Hour				
			Unit Price	
			Extended Price	
Description: Mix of labor categories (SOW section 14)				
Purchase Requisitions				

Option: 1  
Option Time Date: 7/1/23  
Option Time Duration: 365  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/24	9/30/25	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1003	0004	GSA STARS III Contract Access Fee	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description: CAF 0.75% to be applied to the total price.				
Purchase Requisitions				

Option: 1  
Option Time Date: 7/1/23  
Option Time Duration: 365  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/24	9/30/25	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2001	0002	ITSSS (SOW Sections 2 through 14)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option: 2  
Option Time Date: 7/1/24  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
7/1/25	9/30/26	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2002	0003	Break Fix Surge (SOW section 14)	1	EA
Contract Type:Labor Hour				
			Unit Price	
			Extended Price	
Description: Mix of labor categories (SOW section 14)				
Purchase Requisitions				

Option: 2  
Option Time Date: 7/1/24  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/25	9/30/26	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
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2003	0004	GSA STARS III Contract Access Fee	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description: CAF 0.75% to be applied to the total price.				
Purchase Requisitions				

Option: 2  
Option Time Date: 7/1/24  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
9/1/25	9/30/26	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3001	0002	ITSSS (SOW Sections 2 through 14)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option: 3  
Option Time Date: 7/1/25  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/26	9/30/27	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3002	0003	Break Fix Surge (SOW section 14)	1	EA
Contract Type:Labor Hour				
			Unit Price	
			Extended Price	



Description: Mix of labor categories (SOW section 14)		
Purchase Requisitions		

Option: 3  
Option Time Date: 7/1/25  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/26	9/30/27	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3003	0004	GSA STARS III Contract Access Fee	1	EA

Contract Type:Firm Fixed Price		
	Unit Price	
	Extended Price	

Description: CAF 0.75% to be applied to the total price.		
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Purchase Requisitions		

Option: 3  
Option Time Date: 7/1/25  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/26	9/30/27	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4001	0002	ITSSS (SOW Sections 2 through 14)	12	MO

Contract Type:Firm Fixed Price		
	Unit Price	
	Extended Price	

Description:		
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Purchase Requisitions		
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Option: 4  
Option Time Date: 7/1/26  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/27	9/30/28	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4002	0003	Break Fix Surge (SOW section 14)	1	EA
Contract Type:Labor Hour				
			Unit Price	
			Extended Price	
Description: Mix of labor categories (SOW section 14)				
Purchase Requisitions				

Option: 4  
Option Time Date: 7/1/26  
Option Time Duration: 364  
Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/27	9/30/28	

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4003	0004	GSA STARS III Contract Access Fee	1	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description: CAF 0.75% to be applied to the total price.				
Purchase Requisitions				

Option: 4  
Option Time Date: 7/1/26  
Option Time Duration: 364

Option Time Units: Days  
IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/27	9/30/28	

## Section III: Contract Clauses

### Introduction

The Transportation Security Administration (TSA) has a requirement for Information Technology Security Support Services. This requirement represents a consolidation of two separate contracts, 70T03019C9NPHY006 performed by Trilogy Secured Services, LLC and 70T02020C9NPHY032 performed by Birdi Systems Inc. The RFQ is being issued in accordance with the Federal Acquisition Regulation (FAR) 16.505, Ordering.

### Pricing Schedule

The pricing schedule of Contract Line Item Numbers (CLIN) for the required period of performance are presented in Section II of this RFQ. One task order will be awarded for this procurement. TSA reserves the right to withdraw, modify, or eliminate various aspects of the requirement prior to award. Furthermore, the Government may award one, or no orders at its discretion.

**Type of Order:** This will be a Firm Fixed Price (FFP) task order primarily with labor hour CLINs for Break Fix Surge support.

**Period of Performance:** Base period of one year followed by four (4) option years.

All terms and conditions stated within the controlling STARS III contract are applicable and flow down to this task order.

### 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

_____ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
_____ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
_____ 3052.247-70 F.o.B. Origin Information.
_____ Alternate I
_____ Alternate II
_____ 3052.247-71 F.o.B. Origin Only.
_____ 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

X3052.203-70 Instructions for Contractor Disclosure of Violations.
_____3052.204-70 Security Requirements for Unclassified Information TechnologyResources.
_____3052.204-71 Contractor Employee Access.
XAlternate I
X3052.205-70 Advertisement, Publicizing Awards, and Releases.
X Alternate I
_____3052.209-72 Organizational Conflicts of Interest.
_____3052.209-73 Limitation on Future Contracting
X3052.215-70 Key Personnel or Facilities.
_____3052.216-71 Determination of Award Fee.
_____3052.216-72 Performance Evaluation Plan
_____3052.216-73 Distribution of Award Fee.
_____3052.217-91 Performance. (USCG)

_____3052.217-92 Inspection and Manner of Doing Work. (USCG)
_____3052.217-93 Subcontracts. (USCG)
_____3052.217-94 Lay Days. (USCG)
_____3052.217-95 Liability and Insurance. (USCG)
_____3052.217-96 Title. (USCG)
_____3052.217-97 Discharge of Liens. (USCG)
_____3052.217-98 Delays. (USCG)
_____3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
_____3052.217-100 Guarantee. (USCG)
_____3052.219-71 DHS Mentor Protégé Program.
_____3052.228-70 Insurance.
_____3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
_____3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
_____3052.228-92 Fair Market Value of Aircraft. (USCG)
_____3052.228-93 Risk and Indemnities. (USCG)
_____3052.236-70 Special Provisions for Work at Operating Airports.
X3052.242-72 Contracting Officer's Representative.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) Definitions. As used in this clause -

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that -

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes -

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on

inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)

(1)

(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to -

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov). for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

#### 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) Definition. As used in this clause-

"Commercial and Government Entity (CAGE) code" means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at

<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

52.204-23 (DEVIATION  
2020-05)

PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES  
DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES  
(DEVIATION 2020-05)

(a) Definitions. As used in this clause—

"Covered article" means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

"Covered entity" means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at [NDAA\\_Incidents@hq.dhs.gov](mailto:NDAA_Incidents@hq.dhs.gov), with required information contained in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or

recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25(DEVIATION PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO  
2020-05)(DEC 2020) SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 2020-05)(DEC 2020)

(a) Definitions. As used in this clause—

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of



2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at [NDAA\\_Incidents@hq.dhs.gov](mailto:NDAA_Incidents@hq.dhs.gov), with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer



conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Transportation Security Administration Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

52.224-3 (DEVIATION) PRIVACY TRAINING – ALTERNATE I (JUL 2017) (DEVIATION)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing Privacy at DHS: Protecting Personal Information accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

TSA-INSTR 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.

#### TSA-INSTR 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.

#### TSA-INSTR 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: MANWILLER, Mr. JASON P

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.

#### TSA-INSTR 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](mailto:FIN-SMB-TSAInvoices@uscg.mil) or [www.fincen.uscg.mil](http://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 FinGen. 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.

TSA-INSTR                      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.

TSA-INSTR

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.

**TSA-RQMTS 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.

**TSA-RQMTS 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.

TSA-RQMTS REQUIREMENTS FOR CONTRACTOR EMPLOYEES PERFORMING AT OR IN AIRPORT LOCATIONS (SEP 2020)

Contractor employees are required to meet:

A. All airport security screening requirements which include criminal history, background and fingerprint check. Contractor employees working in this facility will be required to obtain, possess and display a Secure Identification Display Area (SIDA) badge in accordance with the airport's physical and personnel security requirements. The Contractor is responsible for any fees associated with obtaining and/or replacing SIDA badges. For further information regarding Security Requirements, please contact \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

*If the contract requires contractor performance involving work at airports or locations under the control of airport authorities, include the following paragraph:*

B. The contractor shall obtain all necessary permits and approvals from regulatory authorities at the airport location(s) to allow for the timely completion of the work required under the contract. For further information regarding Permitting Requirements, please contact \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

*If the Airport requires contractor insurance, include the following paragraph:*

C. The Contractor must have approved insurance on file with \_\_\_\_\_. The Contractor is required to procure at its own expense and keep in effect at all times during the term of the contract, the types and amounts of insurance specified. Typically, companies whose work is performed within buildings and terminals are required to have a minimum of \_\_\_\_\_ of liability insurance. Companies who require tools and/or equipment, and airfield access must have a minimum of \_\_\_\_\_ of liability insurance. Air Carrier Operating Permits and Leases may have additional insurance coverage requirements.

#### TSA-RQMTS 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.



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.

If the contractor will require access to Government Information Systems, include following paragraphs:

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.

IF the TSA service contracts requires on-site contractor performance where contractors will have TSA IT accounts with access to the TSA Online Learning Center (OLC) include the following paragraph.

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.

TSA-RQMTS                      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.

#### TSA-RQMTS 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.



TSA-RQMTS

SECURITY REQUIREMENTS FOR HANDLING PERSONALLY IDENTIFIABLE  
INFORMATION AND PRIVACY INCIDENT RESPONSE (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 than 18 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.

TSA-RQMTS

CONTINGENCY AND/OR CONTINUITY OF OPERATIONS SUPPORT OF  
TRANSPORTATION SECURITY ADMINISTRATION OPERATIONS (SEP 2020)

- A. Background. The Transportation Security Administration (TSA) is a component of the Department of Homeland Security (DHS) and is responsible for the security of the nation's transportation system. This includes not only the security screening operations conducted for passenger air travel, but also security operations protecting air cargo and shipping, surface and other transportation modes including rail, and pipelines and other transportation infrastructure. To those ends, the TSA must be able to respond quickly to incidents, and increase and re-constitute its operational posture ("continuity of operations") in response to threats and the possibility of actual attacks upon or disruption to government operations or national infrastructure. The TSA has an internal capacity to establish and operate Critical Incident Management Groups in response to a specific, TSA-only incident, or as a part of larger DHS operation due to orders from the DHS Secretary, or due to increased threat levels under the National Terrorism Advisory System, or federal operations up to and including responsibilities assigned under the National Response Framework. To these ends, the TSA must be able to count upon a correlated contractor capability to surge capacity in response to incidents or quickly

re-constitute capability to recover from a catastrophe. Accordingly, TSA contractors must be prepared and able to provide surge capacity and to reconstitute operational capability to perform under contract as required in response to an emergency.

- B. Definitions. The meaning of specific contingency or emergency-related terms herein proceeds from those definitions within the National Response Framework and are available from the National Response Framework Resource Center glossary at <http://www.fema.gov/emergency/nrf/>.
- C. Force and effect of this requirement. Without regard to the extent that the Contractor's actual responses in order to meet the requirements of this term may be necessitated by occurrences or conditions as described in the "Excusable Delays" paragraph of FAR 52.212-4, "Contract Terms and Conditions—Commercial Items" clause or those described in the FAR 52.249-14, "Excusable Delays" clause (or such related conditions as described in other clauses, such as the FAR 52.249-8 "Default (Fixed-Price Supply and Service)," 52.249-9 "Default (Fixed-Price Research and Development)," and/or FAR 52.249-10 (Fixed-Price Construction)," if included in the contract), the Contractor shall provide surge capacity, re-establish functions, and reconstitute capability and performance under this contract as quickly as possible in response to an incident and/or as ordered by the Contracting Officer.
- D. Response functions and capabilities. The Contractor shall establish and maintain the following capabilities as a requirement of this contract.
  - 1. Continuity of Operations (COOP) Plan. The Contractor shall establish a written continuity of operations plan in accordance with "Continuity Guidance Circular 1 (CCG1), Continuity Guidance for Non-Federal Agencies" of January 2009. In general, COOP plans must be designed in order to:
    - a) Minimize loss of life, injury, and property damage.
    - b) Mitigate the duration, severity, or pervasiveness of disruptions that do occur.
    - c) Achieve the timely and orderly resumption of essential functions and the return to normal operations.
    - d) Protect essential facilities, equipment, records, and assets.
    - e) Be executable with or without warning.
    - f) Meet the operational requirements of the TSA. Continuity plans need to be operational within minutes of activation, depending on the essential function or service, but certainly should be operational no later than 12 hours after activation.
    - g) Meet the sustainment needs of the TSA. An organization may need to plan for sustained continuity operations for up to 30 days or longer, depending on resources, support relationships, and the respective continuity strategy adopted.
    - h) Ensure the continuous performance of essential functions and operations during an emergency, including those such as pandemic influenza that require additional considerations beyond traditional continuity planning.
    - i) Provide an integrated and coordinated continuity framework that takes into consideration other relevant organizational, governmental, and private sector continuity plans and procedures.
  - 2. The Contractor's COOP Plan is intended to be executed in response to an incident, and the COOP Plan shall address each of the following requirements in depth, in addition to the essential functions described in CCG1:
    - a) Communications. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall maintain or be able to re-establish active, real-time communication with its employees under the contract during the 24-hour day period on all days during the week such that the Contractor can ensure performance under the contract will continue at such alternate locations under the contract to meet specified deliverables and/or response to surge capacity. Likewise, the Contractor shall ensure that effective communication about its contract performance can continue with the Contracting Officer, taking into account the operational profile or location of TSA facilities or assets in response to an incident in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.

- b) Facilities. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall be able to re-constitute contractor presence at self-provided facilities or at Government-provided facility space as may be required in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.
  - c) Information Systems/Network. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall maintain and be able to re-constitute an information systems network at its facilities or for use at alternate facilities as may be necessary in order to meet specified deliverables and/or respond to surge capacity orders from the Contracting Officer.
  - d) Annual or Periodic COOP Exercise. Under the monitoring of the Contracting Officer and Contracting Officer's Representative (COR), the Contractor shall conduct an annual exercise to test the capabilities of its COOP Plan, or the Contractor may be included in periodic TSA COOP exercises as a means of fulfilling this requirement. Typically, a simulated scenario for the exercise will be developed, and the contractor's management team will place the scenario into action on a simulated basis. As with all exercises, responses to the exercise must be based on the known capacities and capabilities of the contractor's personnel and assets and take the actual disposition and locations of personnel and assets into account at the initiation and during the conduct of the exercise. Thus, while the exercise's scenario is simulated, the contractor's ability to initiate and to plan the execution of a response to the scenario via the COOP Plan is actual and will be assessed by the Government. The Contractor shall implement recommendations as a consequence of the Government's assessment of its performance in response to the exercise. The Government's assessment of COOP plan practice may be likewise included at the Government's discretion as a portion of the "management" element assessed under the Contractor Performance Assessment Reporting System. Initiation of an exercise in response to the requirements of this term does not entitle the Contractor to an equitable adjustment or otherwise constitute a change to this contract.
  - e) Surge capacity and Continuity of Operations (COOP). The Contractor may be required to provide either surge capacity and/or a COOP response to conditions related to this term. "Surge capacity" means that the volume and pace of the contractor's performance is required to increase to meet the TSA's increased volume of work and tempo of operations in an emergency situation. "COOP" means that the contractor may have to conduct various activities to re-establish or reconstitute operations in response to an incident, which could also include a necessity to provide for surge capacity.
- E. Response Requirement. The Contractor shall provide surge capacity to implement an increased workload within \_\_\_\_\_ hours of notification by the Contracting Officer in the event of:
- 1. a specific declaration of national emergency by the Executive Office of the President and/or the occurrence of an Incident of National Significance or Major Disaster;
  - 2. a contingency operation initiated by DHS and/or the TSA;
  - 3. a continuity of operations re-establishment of DHS and/or its components' locations, deployments, or operational profiles;
  - 4. an emergency or event that affects DHS or TSA operations, requires a specific response as directed by the President, Secretary of Homeland Security, or Principal Federal Official so designated, and/or actuates part or all of the requirements within the National Response Framework;
  - 5. an increase in the Threat Levels published via the Homeland Security Advisory System, either on a national or an industry/sector specific basis (especially with respect to the Threat Conditions of "High," and/or "Severe"); and/or
  - 6. the establishment of a specific TSA Critical Incident Management Group related to the functional area supported by this contract.

Staffing requirements may increase dramatically during such contingency operations or events. During the beginning of a contingency, the contractor shall be prepared to augment staffing for the duration of the contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency.

- F. **Ordering Surge Support.** When the contractor's support to provide surge capacity in response to the requirements of this term is required under the contract, a duly appointed and warranted Contracting Officer will order such support in writing. Only such a designated Contracting Officer is authorized to direct Contractor's performance in support of the requirements of this term.
- G. **Annual Statement Affirming Compliance.** During each year of performance while this contract is in force, the Contractor is required to submit to the Contracting Officer, on the first day of December or the next following business day, a statement affirming the contractor's intent to comply fully with the requirements of this term and to indicate sufficient internal capacity to do so.
- H. **Right to an Equitable Adjustment.** This term in no way diminishes or alters the right of the Contractor to an equitable adjustment for performance initiated in response to the Contracting Officer's direction from paragraph (e) above.

52.212-4

**52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)**

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( 31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) **Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);



(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause

FAR 52.212-5

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#) )).

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

[Contracting Officer check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).

\_\_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).

\_\_(10) [Reserved].

\_\_(11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).

\_\_(12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_(13) [Reserved]

\_\_(14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_(ii) Alternate I (Mar 2020) of [52.219-6](#).

\_\_(15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_(ii) Alternate I (Mar 2020) of [52.219-7](#).

\_\_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_(17)

(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).

\_\_(ii) Alternate I (Nov 2016) of [52.219-9](#).

\_\_(iii) Alternate II (Nov 2016) of [52.219-9](#).

\_\_(iv) Alternate III (Jun 2020) of [52.219-9](#).

\_\_(v) Alternate IV (Sep 2021) of [52.219-9](#).

\_\_(18)

(i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_(ii) Alternate I (Mar 2020) of [52.219-13](#).

\_\_(19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).

\_\_(20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](#)).

\_\_X\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mat 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).

\_\_(ii) Alternate I (Mar 2020) of [52.219-28](#).

\_\_(23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small

Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).

\_\_\_(24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).

\_\_\_(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_(26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

\_X\_ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

\_X\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

\_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_(ii) Alternate I (Feb 1999) of [52.222-26](#).

\_X\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

\_\_\_(ii) Alternate I (Jul 2014) of [52.222-35](#).

\_X\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).

\_\_\_(ii) Alternate I (Jul 2014) of [52.222-36](#).

\_X\_ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

\_X\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_(ii) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_X\_ (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_(37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_(ii) Alternate I (May 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_(38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_(42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).

\_\_\_ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

\_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_(45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_(46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_(47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_X\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_\_(48)

(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).

\_\_\_(ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_\_(49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_(ii) Alternate I [Reserved].

\_\_\_(iii) Alternate II (Dec 2022) of [52.225-3](#).

\_\_\_(iv) Alternate III (Jan 2021) of [52.225-3](#).

\_\_\_(v) Alternate IV (Oct 2022) of [52.225-3](#).

\_\_\_(50) [52.225-5](#), Trade Agreements (Dec 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_(51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_(52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).



- \_\_\_(53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- \_\_\_(54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_\_(55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_\_(56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_\_(57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_X\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).
- \_\_\_(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).
- \_\_\_(60) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).
- \_X\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).
- \_\_\_(62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_ (63)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- \_\_\_(ii) Alternate I (Apr 2003) of [52.247-64](#).
- \_\_\_(iii) Alternate II (Nov 2021) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- [Contracting Officer check as appropriate.]
- \_\_\_(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).
- \_\_\_(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_(5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- \_\_\_(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- \_\_\_(7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down

required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause

#### Instructions to Submit Quote

Quoters are reminded to review FAR provision 52.212-1 which is included by reference in this RFQ and comply with all submission requirements within the provision. Omissions pertaining to the data required in FAR 52.212-1 will not result in a quote being not considered for evaluation. **Quotes are requested to remain valid for a period of 150 days from date of RFQ closing.** Quotes shall be submitted via email to david.little@tsa.dhs.gov and steven.galotti@tsa.dhs.gov. All questions pertaining to this RFQ shall be submitted to david.little@tsa.dhs.gov and steven.galotti@tsa.dhs.gov within seven days of the

RFQ issuance date.

The following information is provided to assist the quoter in determining the appropriate number of staff and types of labor categories to consider when building its quote. Ultimately, the number of employees and type of labor categories selected must be determined by the quoter.

TSA reviewed the labor categories within the GSA STARS III contract and considers a mix of Computer User Support Specialists, Network and Computer Systems Administrators, Database Administrators, Information Security Analysts (key personnel), Information Technology Project Manager (key personnel) and Computer Network Architects a reasonable mix to satisfy the requirements. Interested quoters may consider this information or ignore this information when determining the appropriate labor categories to submit in its quote. All interested quoters should review the Statement of Work to determine the appropriate mix of labor categories needed to satisfy the requirements.

Include the following information in the quote:

#### I. Volume I: Technical

##### A. Key Personnel Resumes

1. Submit resumes for two (2) information technology project managers and two (2) information system security analysts. Resumes are limited to three pages in length for each resume. Submit no more than four resumes in total. Consider the General Skills & Qualifications listed in SOW Section 8.4 when submitting required resumes. Key personnel resumes should include demonstrated experience or the certifications listed in SOW Section 8.4, items 1, 14, 15 and 16. 2. Submit letters of commitment for any key personnel not currently employed by the quoter. Submit proof of current employment for all key personnel currently employed by the quoter. 3. Resumes for non-key personnel are not required and will not be considered by TSA.

##### B. Staffing Plan

1. Submit a staffing plan that includes the number and name of all labor categories included in the quote. The staffing plan should be sufficient to execute the duties listed in SOW Section 9.0 while also providing coverage Monday through Friday from 7 AM to 5 PM. The staffing plan shall also address Transition-In. The page limit for the Staffing Plan is limited to three pages. 2. Include in the staffing plan a description and number of personnel that will provide Transition In services. 3. Submit letters of commitment and/ or proof of employment for non-key personnel to the maximum extent possible.

##### C. Contingency Plan

1. Submit a Contingency Plan that details the Quoter's approach to perform the requirements listed in SOW Section 4.3.3.1 through 4.3.3.5 to correct the problem in the hypothetical scenario below. The page limit for the Contingency Plan is four (4) pages.

##### Contingency Plan Scenario

OSN enterprise architecture is mixture of Windows and Linux base operating system. OSN is a closed network with no visibility to the public internet and no public facing component.

OSN deploys only Cisco networking devices. The security software deployed throughout OSN is CCure9000 2.8 SP9 that is configured to work with the iSTAR Ultra panels and Innometriks readers. The security software integrates with an ID server (Innometriks) for end-user enrollment and PIV certificate validation. The security software integrates with Active Directory for seamless provisioning and management of end-user as well as stopware inc. flagship Visitor Management software (PassagePoint) and CertiPath TrustVisitor application.

This solution was designed to provide real-time monitoring, threat prevention and access control of highly sensitive point of entry yet offering multi-factor authentication capability at the point of entry.

This FICAM compliant integrated solution provides a High Assurance (HA) PIV card read that is needed to secure highly sensitive entry points.

**Scenario:**

A user attempts to card read through the turnstile and access was denied. The office monitoring the turnstile noticed the following error on their swipe and show:

1/26/2023 2:17:47 PM '1B LOBBY TURNSTILE 7 IN READER [HEADQUARTERS]' card not in authentication database.

**II. Volume II: Price**

**A. Contract Line Item Number (CLIN)**

1. Insert the quoted price for all CLINs listed in Section II of the RFQ except for the Labor Hour Surge Service CLINs. Include a unit price and an extended price. Use 0.75% when calculating the price for all contract access fee (CAF) CLINs. 2. Quoters shall use the Not-To-Exceed Price established by TSA for the Labor Hour Surge Service CLINs. 3. Quoters shall submit a monthly unit price for Transition-In services. This two-month period will provide the contractor time to get its staff vetted through TSA. TSA expects full staffing based on the accepted quote at the completion of the two-month Transition-In period. 4. All CLINs are firm fixed price except for CLIN 0003, 1002, 2002, 3002, and 4002.

**B. Fully Burdened Labor Rates**

1. Complete and submit the following table that must include the labor category name and fully burdened labor rates for all proposed labor categories for all periods of performance (i.e., base period through option period four). Add as many rows as needed to ensure all proposed labor categories are included in the table. This data will be used to compensate the contractor for any Surge services ordered by the Contracting Officer during performance.

2. Provide the price list that includes all potential labor categories and fully burdened labor rates from the existing GSA STARS III contract.

GSA STARS III Labor Category	Fully Burdened Hourly Labor Rates				
	Base Period	Option One	Option Two	Option Three	Option Four
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

**Evaluation of Quotes**

The Government will evaluate Quotes in accordance with the procurement laws, regulations and procedures below. Confidence ratings will be assigned at the evaluation factor level. There are no subfactors. FAR subpart 15.3 procedures will not apply. The use of this fair opportunity process does not obligate the Government to determine a competitive range, conduct discussions with any Quoters, solicit proposals or revisions thereto, or use any other source selection techniques associated with FAR subpart 15.3.

The evaluation factors are as follows:

Factor I: Technical Approach

The Government will evaluate a Quoters technical approach as demonstrated in the areas identified below.

**A. Key Personnel Resumes**

The Government will assess its level of confidence that the contractor will successfully perform the requirements based on the key personnel resumes submitted in the quote. The Government will assess whether or not the quote includes current staff or letters of commitment from potential new hires. The Government will assess the Key Personnel resumes and their combined experience level in meeting the requirements of SOW Section 8.4.

## B. Staffing Plan

The Government will assess its level of confidence that the contractor will successfully perform the requirements based on the proposed labor mix and overall evaluation of the staffing plan submitted in the quote.

## C. Contingency Plan

The Government will assess its level of confidence that the contractor will successfully perform during a contingency event based on the approach to perform SOW Sections 4.3.3.1 through 4.3.3.5 submitted in the quote.

## Factor II: Price

The Government will evaluate Total Evaluated Price (TEP). TEP will be calculated by adding the total price for all CLINs, including options, together. Evaluation of options shall not obligate the Government to exercise the options. The Government will evaluate price to determine if it is fair and reasonable. Price fairness and reasonableness will also be determined based on adequate price competition.

The Government will also evaluate the price proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total contract price, the price of one or more line items are significantly over or understated as indicated by application of price analysis techniques. The Government reserves the right to reject a proposal if the Contracting Officer makes the determination that the lack of balance in the pricing poses an unacceptable risk to the Government. The Government may also determine that an offer is unacceptable if option prices are unbalanced. The Government does not intend to conduct a price realism analysis.

If there are discrepancies or inconsistencies, or omissions of required information and/or documents it may lead to a non-compliance determination and make the proposal unacceptable and ineligible for award.

The Quoter must submit a signed copy of the Standard Form 30 (SF-30) associated with all Amendments issued for the solicitation. Failure to submit a signed copy of all amendments issued for the solicitation shall make the Quoter unacceptable and ineligible for award of a contract.

## Relative Importance of Evaluation Factors

Factor 1, Technical Approach, is more important than Factor 2, Price. The following Confidence Ratings will be used in evaluating Factor 1.

1. High Confidence: The Government has high confidence that the Quoter understands the requirement and/or will be successful in performing the Task Order.
2. Some Confidence: The Government has some confidence that the Quoter understands the requirement and/or will be successful in performing the Task Order.
3. Low Confidence: The Government has low confidence that the Quoter understands the requirement and/or will be successful in performing the Task Order.

## Basis for Award

The Government will award a task order resulting from this Request for Quote (RFQ) to the responsible quoter whose quote conforming to the RFQ is determined to be the best value to the Government. The Government will determine the best value solution by utilizing a tradeoff method. The tradeoff method enables the Government to conduct an integrated assessment of both Technical and Price factors of the quote. As the confidence levels assigned to competing quotes approach equal or are equal, the importance of Price will increase in the best value decision, if necessary.

## Tradeoff Process

Best value evaluation is, in and of itself, a subjective assessment by the Government of the proposed solution that provides the optimal results to the Government. The Government will conduct a tradeoff analysis that involves the assessment of the

benefits of proposal features (e.g., benefits clearly attributable to increased productivity, increased probability of successful task order performance, and unique and innovative approaches or capabilities) versus the total price. The tradeoff process could result in award to other than the lowest-priced Quoter or other than the highest rated Quoter on non-price factors. However, the Government will not make an award at a significantly higher overall price to achieve a marginal increase in technical capability.

A written notice of award, mailed or otherwise furnished to the successful quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party.

## Award on Initial Responses

Quoters are strongly encouraged to submit their best technical response and price in response to this RFQ. The Government reserves the right to award one Task Order or no Task Order.

#### **Exchanges with Best-Suited Quoter**

The Government anticipates selecting the best-value Quoter from initial responses, without engaging in exchanges with Quoters. Once the Government performs the best-value tradeoff and determines the Quoter that is the best-suited (i.e., the apparent successful Quoter), the Government reserves the right to communicate with only that Quoter to address any remaining issues, if necessary, and finalize a task order with that Quoter. 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 enter into exchanges with all Quoters determined to be the most highly rated.

## **Section IV: List of Documents, Exhibits, and other Attachments**

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Attachment 1: Statement of Work

## **Section V: Solicitation Provisions**

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52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(a) Definition. As used in this provision -

"Commercial and Government Entity (CAGE) code" means -

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
  - (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
- (b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
- (c) CAGE codes may be obtained via-
- (1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
  - (2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject

procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation.

Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, *and* substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the



facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler

number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision-

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that-

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror \_ has \_ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the

offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.204-22

ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)