

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

1. REQUISITION NUMBER

PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS _____ <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <input type="checkbox"/> 8 (A)

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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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
<div style="font-size: 48px; opacity: 0.2; transform: rotate(-30deg); pointer-events: none;">Draft</div>					

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

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	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
42d. TOTAL CONTAINERS	

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Draft

Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	
0001		RESERVED	
Description:			
Purchase Requisitions			

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		PROJECT COORDINATION (BASE YEAR)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003		DESIGN AND PREPLANNING TECHNICAL CONSULTATION/SUPPORT	16	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type:	Not Applicable
FSC Codes:	R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code:	541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0004		MSEDS SCANNER INSTALLATION & SAT (OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0005		MSEDS INTEGRATION SUPPORT SERVICE (OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

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Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0006		MSEDS NETWORK INSTALLATION SUPPORT SERVICE (OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0007		MSEDS ISAT SUPPORT SERVICE(OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0008		TRAINING (OPTIONAL)	16	EA

Contract Type:Firm Fixed Price		
		Unit Price
		Extended Price
Description:		
Purchase Requisitions		

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0009		30-DAY RUN-IN SUPPORT SERVICE (OPTIONAL)	33	EA

Contract Type:Firm Fixed Price		
		Unit Price
		Extended Price
Description:		
Purchase Requisitions		

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0010		MSEDS (OPTIONAL)	33	EA

Contract Type:Firm Fixed Price		
		Unit Price
		Extended Price
Description:		
Purchase Requisitions		

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0011		PRIMARY VIEWING STATION (PVS) (OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0012		SECONDARY VIEWING STATION (SVS) (OPTIONAL)	99	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

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Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0013		SVS MOUNTING KITS (OPTIONAL)	33	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	
0014		RESERVED	
Description:			
Purchase Requisitions			

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0015		PRINTERS (OPTIONAL)	17	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable

FSC Codes:
NAICS Code:

R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0016		NETWORK EQUIPMENT PACKAGE (TO SUPPORT UP TO 6 EDS) (OPTIONAL)	8	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0017		MASTER CONTROL STATION (OPTIONAL)	8	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	
0018		RESERVED	
Description:			
Purchase Requisitions			

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	
0019		WARRANTY (OPTIONAL)	
Description:			
Purchase Requisitions			

FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0019AA		CORRECTIVE MAINTENANCE/ PREVENTATIVE MAINTENANCE (CM/PM) WARRANTY (OPTIONAL)	33	EA

Contract Type:Firm Fixed Price

	Unit Price	
	Extended Price	

Description:			
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Purchase Requisitions			

IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

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Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0019AB		EXTENDED CORRECTIVE MAINTENANCE/ PREVENTATIVE MAINTENANCE (CM/PM) WARRANTY (OPTIONAL)	33	EA

Contract Type:Firm Fixed Price	
	Unit Price
	Extended Price

	Description:
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Purchase Requisitions		
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IDC Type: Not Applicable
 FSC Codes: 6350 MISCELLANEOUS ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS
 NAICS Code: 334517 Irradiation Apparatus Manufacturing

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0020		INSTALLATION, INTEGRATION NETWORKING AND TESTING SERVICES - ANCILLARY SUPPORT	1	LO

Contract Type:Time and Materials	
	Unit Price
	Other Direct Costs
	Extended Price

	Description:
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Purchase Requisitions		
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IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0021		SEISMIC ANCHORS	11	EA
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1002		PROJECT COORDINATION (OPTION YEAR 1) (P&I CLIN x02A)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option:
 Option Time Date: 6/16/24
 Option Time Duration: 91
 Option Time Units: Days
 IDC Type: Not Applicable
 FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
 NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2002		PROJECT COORDINATION (OPTION YEAR 2) (P&I CLIN x02B)	12	MO

Contract Type:Firm Fixed Price		
		Unit Price
		Extended Price
Description:		
Purchase Requisitions		

Option:
Option Time Date: 6/16/25
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3002		PROJECT COORDINATION (OPTION YEAR 3) (P&I CLIN x02C)	12	MO

Contract Type:Firm Fixed Price		
		Unit Price
		Extended Price
Description:		
Purchase Requisitions		

Option:
Option Time Date: 6/16/26
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
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4002		PROJECT COORDINATION (OPTION YEAR 4) (P&I CLIN x02D)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option:
Option Time Date: 6/16/27
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
5002		PROJECT COORDINATION (OPTION YEAR 5) (P&I CLIN x02E)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option:
Option Time Date: 6/16/28
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
6002		PROJECT COORDINATION (OPTION YEAR 6) (P&I CLIN x02F)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option:
Option Time Date: 6/16/29
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
7002		PROJECT COORDINATION (OPTION YEAR 6) (P&I CLIN x02G)	12	MO
Contract Type:Firm Fixed Price				
			Unit Price	
			Extended Price	
Description:				
Purchase Requisitions				

Option:
Option Time Date: 6/16/30
Option Time Duration: 91
Option Time Units: Days
IDC Type: Not Applicable
FSC Codes: R408 SUPPORT- PROFESSIONAL: PROGRAM MANAGEMENT/SUPPORT
NAICS Code: 541611 Administrative Management and General Management Co...

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address

Section III: Contract Clauses

GENERAL INFORMATION **OVERVIEW, REQUIREMENTS and CONTRACT CLAUSES**

OVERVIEW

The Transportation Security Administration (TSA) Contracting & Procurement (C&P) intends to issue a contract in accordance with the Federal Acquisition Regulation (FAR) 12 Acquisition of Commercial Products and Commercial Services and FAR 15 Contracting by Negotiation and the Request for Proposal's (RFP) terms and conditions specified herein.

*Questions. All questions concerning this RFP shall be submitted via e-mail to Toyia Lewis at Toyia.Lewis@tsa.dhs.gov and Ericka Landry at Ericka.Landry@tsa.dhs.gov no later than **12:00 p.m. Eastern Time (ET), Thursday, August 24, 2023**. **The subject line shall reference the RFP number and title. Answers to questions will be provided via an amendment to this RFP, if necessary.***

Quote Due Date & Time. *The Proposal submitted in response to this RFP shall be received via email no later than **12:00 p.m. ET, Wednesday, September 6, 2023**.*

Description. Medium Speed Explosive Detection System (MSEDS), peripherals, and ancillary services.

Technical Specifications. Refer to the Statement of Work (SOW) for specifications and requirements.

Packaging and Marking. All deliverables shall be packaged or marked in accordance with the established industry practices and terms and requirements established in this RFP, contract data deliverables shall be marked as specified in the SOW.

Inspection and Acceptance. Inspection and acceptance of deliverables shall be performed by the Contracting Officer Representative (COR). At any time, the Contracting Officer (CO) or the COR may inspect any aspect of performance under this contract. Refer to the RFP and the SOW for specific requirements.

Deliveries. Deliverables shall be provided in accordance with the contractual requirements. Refer to the SOW.

Period of Performance. The anticipated performance period will be 8-years, structured as a 12-month Base Period and seven (7) 12-month Option Periods.

(End of Solicitation General Information)

Section A - PRICE SCHEDULE

A.General Administrative Information

A.1 General Description

The Department of Homeland Security (DHS), Transportation Security Administration (TSA) has a requirement for the purchase and installation of Medium Speed Explosive Detection Systems (hereafter referred to as MSEDs).

A.2 Type of Contract

The intended contract shall contain firm fixed price (FFP) Contract Line Item Numbers (CLINs) and a single Time and Materials (T&M) CLIN for ancillary support equipment and services. Unless otherwise stated in the Statement of Work (SOW), the contractor must furnish all equipment, management, supervision, personnel, material, supplies and services necessary for performance of this contract.

A.3 Price Schedule

The following is the pricing schedule for reference. All FFP CLINs and Optional CLINs shall include any labor, materials, and travel costs in the total unit CLIN price.

Table 1.0 Base and optional Contract Line Items Number (CLIN)

CLIN No.	CLIN Description	Unit of Issue	CLIN Type	QTY	Unit Price	Extended Price
0001	RESERVED					
0002	Project Coordination - Base year	Month	FFP	12	\$	\$
0003	Design and Preplanning Technical Consultation/Support (optional)	Per Airport (each)	FFP	16	\$	\$
0004	MSEDs Scanner Installation & SAT (optional)	Per EDS (each)	FFP	33	\$	\$
0005	MSEDs Integration Support Service (optional)	Per EDS (each)	FFP	33	\$	\$
0006	MSEDs Network Installation Support Service (optional)	Per EDS (each)	FFP	33	\$	\$
0007	MSEDs ISAT Support Service(optional)	Per EDS (each)	FFP	33	\$	\$
0008	Training (optional)	Per Class (each)	FFP	16	\$	\$
0009	30-Day Run-In Support Service (optional)	Per EDS (each)	FFP	33	\$	\$
0010	MSEDs (optional)	Each	FFP	33	\$	\$
0011	Primary Viewing Station (PVS) (optional)	Each	FFP	33	\$	\$
0012	Secondary Viewing Station (SVS) (optional)	Each	FFP	99	\$	\$
0013	SVS Mounting Kits (optional)	Each	FFP	33	\$	\$
0014	RESERVED					
0015	Printers (optional)	Each	FFP	17	\$	\$
0016	Network equipment package (to support up to 6 EDS) (optional)	Each	FFP	8	\$	\$

0017	Master Control Station (optional)	Each	FFP	8	\$	\$
0018	<i>RESERVED</i>					
0019	Warranty (Informational CLIN) (optional)					
0019AA	Corrective Maintenance/ Preventative Maintenance (CM/PM) 2-year Warranty (optional)	Per EDS (each)	FFP	33	\$	\$
0019AB	Extended Corrective Maintenance/ Preventative Maintenance (CM/PM) 2-year Warranty (optional)	Per EDS (each)	FFP	33	\$	\$
0020	Installation, Integration Networking and Testing Services - Ancillary Support (optional)	Per EDS (each)	T&M	33	\$129,000.00	\$129,000.00
0021	Seismic Anchors (optional)	Per EDS (each)	FFP	11	\$	\$
Total (Base Period + Optional CLINS):						

Table 1.1 CLIN x001 Project Coordination Option Periods

CLIN	CLIN Description	CLIN Type	Unit of Issue	Quantity	Unit Price	Extended Total
1001	Project Coordination - Option Year 1	FFP	Month	12	\$	\$
2001	Project Coordination - Option Year 2	FFP	Month	12	\$	\$
3001	Project Coordination - Option Year 3	FFP	Month	12	\$	\$
4001	Project Coordination - Option Year 4	FFP	Month	12	\$	\$
5001	Project Coordination - Option Year 5	FFP	Month	12	\$	\$
6001	Project Coordination - Option Year 6	FFP	Month	12	\$	\$
7001	Project Coordination - Option Year 7	FFP	Month	12	\$	\$
Total (Option Periods):						
Total Value (Base + Optional CLINs + Option Periods):						

Disincentives Applicable to Price.

Disincentives are incorporated into this contract as part of the warranty performance assessments. Specific disincentive information is found in Section 3.17.4 of the Statement of Work (SOW).

Period of Performance:

Base Period (12-months): September dd, 2023 – September dd, 2024

Option Period 1 (12-months): September dd, 2024 – September dd, 2025

Option Period 2 (12-months): September dd, 2025 – September dd, 2026

Option Period 3 (12-months): September dd, 2026 – September dd, 2027

Option Period 4 (12-months): September dd, 2027 – September dd, 2028

Option Period 5 (12-months): September dd, 2028 – September dd, 2029

Option Period 6 (12-months): September dd, 2029 – September dd, 2030

Option Period 7 (12-months): September dd, 2030 – September dd, 2031

Note: dd - Dates to filled-in at time of contract award.

A.5 Accounting and Appropriate Data

Accounting and appropriation data to be provided in Section II upon award.

A.6 Option for Modified Quantities

The Government may exercise Optional CLINs 0003 - 0020 at less than or equal to the quantity called for in the Schedule at the unit price specified. The CLINs may be exercised more than once up to the maximum quantity specified per CLIN.

A.8 Location of Work

All work shall take place at the Contractor's facility and the following locations:

Site Code	Airport	# MSEDs	Shipping Address
ALB	Albany International	Up to 4	737 Albany Shaker Road, Albany, NY 12211
AZA	Phoenix-Mesa Gateway	Up to 4	6033 S Sossaman Road, Mesa, AZ 85212
COS	Colorado Springs	Up to 3	7770 Milton E Proby Parkway, Colorado Springs, CO 80916
DSM	Des Moines International	Up to 4	5800 Fleur Drive, Des Moines, IA 50321
FLL	Fort Lauderdale-Hollywood International	Up to 4	250 Terminal Drive Fort Lauderdale, FL 33315
JAC	Jackson Hole Airport	Up to 4	1250 E Airport Road Jackson WY 83001
MEM	Memphis International	Up to 6	2491 Winchester Road Memphis, TN 38116
PSP	Palm Springs International	Up to 4	3400 E Tahquitz Canyon Way Palm Springs, CA 92262

A.9 Project Milestones

The following table lists key milestones and estimated dates for each project. Dates are subject to change based on each of the airports' final schedule. The COR will notify the Contractor of the updated schedule upon contract kick-off. Upon the Exercise of an Optional CLIN for an associated airport, the COR shall provide the Contractor the final schedule for the airport.

The warranty periods are not included in this timeline; warranty periods are based on EDS installation and passing the Site Acceptance Test (SAT).

Optimal Timeline (Estimated Dates noted by Month-Year)									
Airport	Design Start	Design Complete	Construction		MSEDs Delivery	ISAT Testing	Go Live	30-Day Run-In	Project Completed
			Bid/Award	Start					
ALB	May-23	Jun-24	Mar-25	Mar-25	Dec-25	Feb-26	Mar-26	Apr-26	Jun-26
AZA	Apr-23	Nov-24	Dec-24	Apr-25	Apr-26	Jun-26	Jul-26	Aug-26	Aug-27

COS	May-23	Mar-25	Feb-25	May-25	Oct-25	Mar-26	Mar-26	Apr-26	Apr-27
DSM	May-23	Dec-23	Jan-24	Jun-24	Mar-25	May-25	Jun-25	Jun-25	Jul-26
FLL	Jun-23	May-25	Aug-25	Dec-25	May-26	Sep-26	Oct-26	Nov-26	Nov-27
JAC	Sep-23	Apr-25	May-25	Oct-25	Mar-26	Aug-26	Sep-26	Oct-26	Oct-27
MEM	Aug-23	Sep-24	Aug-24	Mar-25	Feb-26	Sep-26	Oct-26	Oct-26	Oct-27
PSP	Aug-23	Sep-24	Aug-24	Mar-25	Dec-25	Feb-26	Mar-26	Apr-26	Apr-27
OMA	Sep-23	Apr-24	Nov-23	Mar-24	May-25	Aug-25	Sep-25	Sep-25	Sep-26

NOTE: The Airport Authority is required to provide a construction schedule to TSA 60 days after award of the TSA Facility Modification (FACMOD) Other Transaction Agreement (OTA). The Contractor will be provided a copy of that schedule by the COR when it is available. The schedule may be changed to accommodate airport schedule changes that occur after contract award. Schedule changes will be shared by the COR with the Contractor, but will not result in a contract modification. When an airport reaches its "Design Complete" date is when the Government anticipates exercising an Option CLIN at that specific airport. The airport delivery location shall not be changed once a CLIN is executed; the expected delivery date of equipment may need to be flexible to accommodate the airport schedule. Should the Government delay exceed the delivery date over two weeks of expected delivery date, the Contractor shall coordinate the delivery schedule with the Government to make shipment of the ordered equipment to the TSA Warehouse.

(End of Section)

Section B - SOW

Transportation Security Administration (TSA)

Acquisition Program Management (APM)

Statement of Work (SOW)

Section B

Purchase and Installation Competition

1. Reserved

2. Background

The Transportation Security Administration (TSA) is charged with the mission of protecting the nation's transportation systems to ensure freedom of movement for people and commerce. The mission of TSA's Acquisition Program Management (APM) is to deliver innovative, mission-driven capabilities required by the frontline to safeguard America's transportation system.

TSA uses security-related technologies to help secure approximately 2.2 million passengers, 1.4 million checked bags, and 4.9 million carry-on bags on 6,000 flights at roughly 450 federally regulated airports every day. TSA deployed about 15,900 units of security-related technology to airports nationwide. APM provides security-related technology solutions for checked baggage screening through the Passenger Screening Program and Electronic Baggage Screening Program (EBSP). The focus of this requirement is on the EBSP technologies to help ensure that TSA screens 100 percent of checked baggage for explosives, as mandated by law.

2.1 Overview of Services

This Statement of Work (SOW) defines the requirements for the production, installation, integration, networking and testing of 33 MSEDs and associated peripherals for the various airport locations to be determined. Oversight and authorization for services shall be provided by the TSA. Exclusive of System Integrator (SI) activities, the Contractor shall provide services for the installation, integration, networking and testing of MSEDs. In addition, as a part of this contract, the contractor must provide all ancillary materials not already procured as Government Furnished Equipment (GFE).

Documents created for fleet management support services (see next section on Security Technology Support Services) such as the Program Management Plan, Risk Management Plan, Security Program Plan, and Facility Security Certificate may be applicable to activities under this contract, but must not be duplicated and/or reimbursed under this contract as well.

All services requested under this SOW are non-personal in nature.

2.2 Fleet Management Support Services- *(Not priced under this contract):*

Certain standard "equipment fleet management" functions will include information about or pertaining to this requirement. The support for those functions is established under separate contracts (i.e. current STSS IDIQ contracts) established by TSA for all Transportation Security Equipment (TSE) manufactured and/or supported by the Original Equipment Manufacturers (OEMs). The scope of these contracts is OEM provided system management support, engineering support services, and Information Technology (IT) security support services to support all new, current, and legacy TSE systems in all airports, all TSA warehouses, testing facilities, or other locations as specified at the award of a task order. Documents created for those contracts and task orders, such as the Program Management Plan, Risk Management Plan, Security Program Plan, and Facility Security Certificate, may be applicable to activities under this contract.

The Support Services listed below are covered under separate fleet management contracts:

- Program Management Reviews
- Weekly Project Status Calls
- Configuration Management
- Quality Assurance
- Risk Management Plans
- Security Program Plan
- Facility Security Certificate

2.3 Configuration Management

Configuration Management is covered under separate fleet management contracts/task orders. The information below is to provide a brief understanding of the Configuration Status expected of the equipment.

Configuration Baselines

The Configuration baseline, heretofore referred to as the PBL, is established as part of the MSEDs Testing, Certification, and Qualifications activities prior to DHS authorization for full-rate production. It is continuously updated as a part of the ongoing improvement efforts between the contractor and TSA for all equipment on the Qualified Products List (QPL). The PBL for this effort will be based upon the most recent approved configuration prior award of this contract.

Configuration Identification (CI)

The CI identification must be included in a MCIL separately maintained under separate fleet management contracts/task orders. All system CIs and top level hardware and software CIs must be uniquely identified.

2.4 Project Management Reviews (PMR)

The Contractor will conduct monthly Program Management Review Meetings that will cover the entire Engineering, Production, and Installation projects for the entire TSA fleet of equipment for each OEM under separate fleet management contracts/task orders, and therefore, shall not be priced under this contract. The Contractor shall provide a monthly update to be included in the monthly fleet management PMRs. The Government reserves the right to request a supplemental teleconference should more time be needed to discuss issues at this particular site. The Contractor shall prepare and submit a PMR slide to be included in the fleet management PMRs in accordance the CDRL identified below, and submit it for review 5 days prior to the monthly PMR.

CDRL:

C003, PMR Presentation

2.5 Project Status Reporting

The Contractor shall provide Project Status Reporting in conjunction with participating in a weekly/bi-weekly teleconference at which they will provide updates pertaining to all activities that will impact the contract period of performance, required testing or training activities, equipment installation and de-installation activities, associated Contractor driven schedules, and equipment movement and logistics activities, and any other project-related activity. The Contractor shall report all commercial efforts where Government property MSEDs will be impacted, modified, removed, installed, or relocated on the Project Status Report; these commercially funded projects require Government approval prior to authorization to proceed because of its status as Government property and the need to ensure testing and logistic requirements are executed as required.

For this requirement, the Contractor personnel must provide a weekly update to the Contractor's staff member who will report for all projects during the weekly fleet management WPS conference calls.

2.6 Third Party Efforts

As a part of these installations, several third parties will be responsible for certain parts of the delivery and installation of the GFE. The third parties and their responsibilities are outlined below:

The Rigger is responsible for:

Implementation of the Contractor rigging specifications. Off-loading or up-loading upon delivery or pick-up, temporary storage, and/or any other equipment movements as needed. Providing adequate protection (above and beyond required shipping and packaging protections identified in the Packaging) to the EDS and ancillary equipment and to the site infrastructure during any and all equipment movements. Supporting all crating activities as required including crating, uncrating, or crate disposal.

2.7 System Integrator (SI)

The Government will designate a Systems Integrator (SI) that will act as the Primary Logistics Coordinator for this effort. The SI will be the primary point of contact for each installation to assist in the facilitation of installation, and temporary local storage (if necessary). The SI will receive and maintain copies of all plans, reports, and any additional documentation pertaining to this effort. The SI must be included in all communication and resolution of site installation issues. The SI will coordinate with the Government to resolve site installation matters.

The System Integrator is responsible for:

Communicating with TSA, Riggers, and the Contractor regarding the schedule for installation and testing of the ancillary equipment. This will include (but is not limited to) coordinating the arrival of equipment at the facility, storage of equipment as needed, as well as verifying readiness of the airport for installation.

The system integrator will be responsible for identifying and confirming with the Airport Authority the conveyor line centerline and the final acceptance of the MSEDs position upon the conclusion of rigging and MSEDs placement. Additional efforts to move the MSEDs, if located by others, may require a change order to disassemble relocate and reassemble MSEDs to the new centerline.

The SI does not have the authority to make changes to scope, price, schedule, or terms and conditions of this SOW. In addition, the SI does not have the authority to sign contractual documents, order changes, modify contract terms, or create any commitment or liability on the part of the Government.

2.8 Airport Authority

The Airport Authority is responsible for:

- Architectural and Engineering designs of the anticipated Baggage Handling System (BHS)
- All construction efforts and coordination for necessary infrastructure to support the MSEDs components.
- Any airport infrastructure modifications necessary to allow the movement and placement of MSEDs equipment within the airport.
- Providing services to remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities
- Providing the rigging egress path.
- Performing structural analysis for floor loading requirements.
- Rescheduling or prohibiting other trades or vendors to work in the affected areas while the MSEDs equipment is being delivered.
- Power Requirements: Infrastructure power terminations to the MSEDs will be performed by the Airport Authority. The Airport Authority will be responsible for providing all infrastructure power requirements. If applicable, the Airport Authority will design and install all power requirements to terminal locations within any resolution area and at MSEDs locations.

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3. Technical Requirement\Tasks\Outcomes

3.1. Services Overview

The Contractor shall be responsible, exclusive of System Integrator and Rigger activities, for all labor, materials, equipment, and support services needed to manufacture, assemble, power up, configure, and install, and test the MSEDs and ancillary equipment and the requisite networks into the required operational condition. This includes any system component, software, or conveyor entrance and exit configuration needed to meet the end-state required configuration. Installation and testing of the MSEDs shall minimize, to the extent possible, disruption or interference with airline or airport operations.

The Contractor shall, at a minimum:

- Provide technical consultation in support of design efforts, from 30% through 100% Design as well as pre-Installation efforts.
- Provide all necessary equipment as authorized upon exercise of the equipment CLINs, and deliver the equipment in accordance with agreed upon schedules.
- Provide appropriate support and engineering services for all installation, integration, and networking activities.
- Coordinate with the Airport Authority, Systems Integrator, and TSA (prior to equipment delivery and installation) with the sites to minimize the impact on day-to-day operations at the sites and their related systems. Any disruptions or interference with airline or airport operations, resulting from the MSEDs assembly, power up, configuration, and installation activities that cannot be avoided shall be closely coordinated with and approved in advance by the affected parties prior to commencement of such activities. The Contractor shall perform work at night, weekends, or other varied nonoperational hours when required.

The supplies and services described herein shall be performed in accordance with this SOW and all requirements in Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection System and Procurement Specification for EDS Training Simulator.

All references to the "Government" in this SOW shall mean by authority of the CO or designee. All digital media submitted to the Government in response to SOW requirements shall be compatible with the Microsoft Office suite of products or Adobe format. Acceptable digital media are Compact Disc—Read Only Memory (CD-ROM) or Digital Versatile Disc (DVD).

Where specific sections are referenced in this SOW, it is intended to also include all subordinate sections.

3.2. Fleet Management Support Services

The Contractor must provide fully functional, qualified equipment including all the hardware and software required to verify compliance requirements as stated in:

- Procurement Specification for Checked Baggage Screening Technology EDS version 3.2.
- As defined in the Planning Guidelines and Design Standards (PGDS).
- In accordance with the most current TSA approved Production Baseline (PBL), as documented in the TSA Master Configuration Item List (MCIL) in effect at the time of deployment.

The Contractor must be responsible for all labor, materials, equipment, and support services needed to deliver, assemble, power up, configure and test the equipment in the required operational condition. This includes but is not limited to any system component, software, or conveyor entrance and exit input and output modules, local control consoles to meet the end-state required configuration.

The Contractor must maximize the use of COTS hardware and software to meet the Contract requirements. The use of commercial items does not exempt the Contractor from complying with the SOW requirements. The Contractor must ensure that all hardware, software, and documentation required for the operation and support of the EDS are provided as part of the supplies and services stated herein.

The Contractor must maintain an Installation Manual that describes the necessary instructions and requirements for the installation, setup, and configuration of the EDS. The Installation Manual must include any special instructions or

requirements such as orientation, environmental requirements, power connectivity, maintenance access, and all site planning guidelines that would impact installation, operational, and/or maintenance capabilities.

CDRL:

C023, Installation Manual

The Contractor must maintain an Operator Manual that describes all functions for the operation of the MSEDs systems. The Operator Manual must include detailed instructions on how to execute each function. The Operator Manual must include any troubleshooting guidance necessary or appropriate to resolve errors; not requiring corrective maintenance by qualified technicians. The Operator Manual must identify and provide the procedures for all Level 1 Preventive Maintenance and Level 1 Corrective Maintenance activities as defined in Section 3.6.6 and 3.6.7 of this SOW and applicable sections of Integrated Logistics Support Contracts that meet these requirements. The Operator Manual must describe any operations of the Contractor's network management, remote monitoring and control system functions, and procedures.

CDRL:

C022, Operator Manual

Where specific sections are referenced in this SOW, it is intended to also include all subordinate sections.

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3.3. Support & Engineering Services Tasks

Pricing for all Service CLINs (0002 – 0009, 0019, and 0020) includes all Labor, Travel, and Other Direct Costs necessary to perform all tasks associated with the CLIN.

3.3.1. (CLIN 0001) -RESERVED

The Section is to preserve CLIN numbering to maintain an identical numbering structure with the other Explosive Detection Systems (EDS) procurement efforts.

3.3.2. Project Coordination (CLIN 0002)

The Contractor shall be fully responsible for providing all equipment and work described in the SOW. The Contractor shall establish and maintain a formal plan to manage the requirements in this SOW. The Contractor shall efficiently and effectively execute the requirements of this SOW.

CDRLs:

C002, Meeting Minutes

C003, PMR Presentation

3.3.2.1. Pre-Planning Communications

The Contractor must participate in all necessary pre-planning conference calls and meetings necessary to support the installation of the EDS.

3.3.2.2. Post Award Conference (Base Year Only)

A post award conference will be conducted via conference call within thirty (30) calendar days after the contract award. The TSA will designate Government conference attendees and will identify any unique conference support requirements. The Contractor must support the post award conference as needed and must provide the minutes following the conference.

During the post award conference, the Contractor must be prepared to address, at a minimum, a review and status of the following topics:

- CDRL submission status and projected schedule;
- Invoicing procedures;
- Project milestones;
- Organizational status;
- Schedule and performance (technical) aspects of the SOW;
- Quality elements;
- Lines of communication.

CDRL:

C002, Meeting Minutes

3.3.2.3. Contract Data Requirements Lists (CDRL)

The Contractor's Project Coordinator must be responsible for preparation and delivery of all CDRL, which are referenced in this SOW. The full list of CDRLs and what SOW sections they are applicable to can be found in Attachment A. Data Items Descriptions (DIDs) referenced by their CDRL titles are to be developed in accordance with the CDRL of the same name. All data deliverables must be prepared or updated and delivered in accordance with the corresponding CDRL items specified under the SOW requirement. Section D.5 contains the full list of CDRLs

for reference.

3.3.3. Design and Preplanning Technical Consultation/Support(CLIN 0003)

3.3.3.1. Pre-Planning and Third Party Coordination

3.3.3.1.1. The Contractor must coordinate with COR, Rigger, and SI regarding equipment rigging and shipping logistics. The Contractor must coordinate the work schedule with the SI, Airport Authority and/or the local TSA. The SI must contact the Airport Authority POC 72 hours prior to delivery/pick up to determine delivery/pick up location and to avoid impacting airport, airline, or local TSA operations. The SI and/or Contractor must schedule and coordinate delivery/pick up in advance of delivery/pick date.

3.3.3.1.2. The Contractor must witness rigging and uncrating activities in order to ensure that Contractor standard practices and specifications are implemented.

3.3.3.2. Design and Pre-Installation Support

The Contractor shall provide design support to TSA and the Airport Authority between the 30% - 100% design phases, as well as Construction Pre-Equipment Installation efforts for four (4) phases of construction. This includes providing equipment specifications to the Airport Authority Points of Contact (Airport POCs) (Airport POC List - Attachment B) to assist in the design of the overall BHS. This may include, but is not limited to:

3.3.3.2.1. Technical Consultations for design specifications and recommendations. The Contractor shall provide technical consultations to the Systems Integrator and Airport Authority representatives during the site design and installation engineering phases of this project. The Contractor shall provide recommendation and support for the necessity for equipment infrastructure requirements to be taken into account to meet equipment specifications, including any data cabling and electrical requirements. The recommended equipment layout must, to the extent possible, provide clear and unrestricted access to any rack or equipment unit, including consoles, to permit equipment maintenance or removal. The Contractor may be requested to provide recommendations and feedback regarding the structural analysis of the airport. *Note: This may include limited support post 100% Design approval, prior to installation commencing.*

3.3.3.2.2. Provide infrastructure recommendations to support an Optimum Network design.

3.3.3.2.3. Conference calls with Airport Authority representatives for additional support as necessary.

3.3.3.3. Site Survey / Site Visits

The Contractor shall conduct up to one (1) site visit/surveys per airport project for the purpose of providing network and infrastructure design recommendations and specifications to assist with the BHS design.

The Contractor shall conduct a site survey and submit a Site Assessment and Survey Report (SSR) for the site. The Contractor shall coordinate with the Government concerning access to the MSEDs installation site prior to performing the required site surveys or as directed and approved by the Government. Depending upon the extent of Site Assessment and Survey required by the Government, the SSR may consider special service requirements for modifications to electrical power, environmental control, communication services, floor loading, equipment handling, and access clearance requirements.

The Contractor shall consult with the appropriate airline and airport representatives to determine any special operational or facility considerations including existing or planned terminal modification or construction that must be accommodated. The SSR shall describe the site modification requirements, site-specific MSEDs equipment requirements, and any site-specific deficiencies that must be addressed in order for the equipment provided by the Contractor to be installed and made operational. The Contractor shall take into account, in preparing the SSR, the BHS design efforts that are being undertaken by the airport and how the requirements and deficiencies identified in the SSR can be addressed by the airport's BHS design efforts.

CDRL:
C008, Site Assessment and Survey Report

3.3.3.4. **Infrastructure Recommendations**

3.3.3.4.1. The Contractor must provide the Airport Authority the contractor's recommended network infrastructure to support an optimum network design, with enough time for the airport authority to ensure network infrastructure adequacy. In addition, the contractor must communicate with the airport authority to secure optical loss budget verifications for fiber and continuity with copper CAT 6 or CAT 5e and verify that existing connections are functional at Gigabit speed.

3.3.3.4.2. The Contractor must assess where IT Physical security and other considerations are met or capable of meeting when the system is installed. This includes but is not limited to: ability to have separated TSA MSEDs network with no other equipment having access to the network.; Network rooms have the appropriate ventilation; Network rooms have the appropriate fire protection; Network rooms have the appropriate control access. (Note: The Network Acceptance Testing (NAT) will serve as the final report post installation.)

3.3.4. **MSEDs Equipment Installation (CLIN 0004)**

The Contractor shall be responsible, exclusive of System Integrator activities, for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the MSEDs Scanner into the required operational condition. This includes any system component, software, or conveyor entrance and exit configuration needed to meet the end-state required configuration. Installation and testing of the equipment shall minimize, to the extent possible, disruption or interference with airline or airport operations. The Contractor shall work in conjunction with the Systems Integrator (Refer to Section 2.7 System Integrator).

The Contractor shall, at a minimum, participate in and at times schedule the installation activities, prior to installation, with the sites to minimize the impact on day-to-day operations at the sites and their related systems. Any disruptions or interference with airline or airport operations, resulting from the equipment assembly, power up, configuration, and installation activities that cannot be avoided shall be closely coordinated with and approved in advance by the affected parties prior to commencement of such activities. The Contractor shall perform work at night, weekends, or other varied nonoperational hours when required.

The Contractor shall conduct a Site Acceptance Test (SAT) at every installation site location for each installed MSEDs, in accordance with the Government-approved SAT Plan and Procedures. The SAT will confirm that the MSEDs is properly set up, operationally configured, and remains in compliance with contractual requirements. The SAT will be witnessed by Government and/or Government designated contracted representative(s). All equipment is subject to Government approval for each installation site configuration.

3.3.4.1. **Site Acceptance Test Plan**

The Contractor shall prepare a SAT Plan that describes methods for testing, evaluating, and accepting the MSEDs at each site. The Contractor's SAT Plan shall define the range of tests, system initialization requirements, input data, expected output, and the criteria for evaluating test results. The Contractor shall identify all Test and Evaluation (T&E) resources required, including personnel, and equipment. The Contractor shall identify all mitigation plans and procedures in the case of failed testing events.

The Contractor shall deliver the MSEDs SAT Plans in accordance with the following referenced CDRL:

C010, Site Acceptance Test Plan

3.3.4.2. **Site Acceptance Test Procedures and Reports**

The Contractor shall prepare SAT Procedures that detail the step-by-step test process to be conducted during each SAT. At a minimum, a separate SAT Procedure shall be prepared and submitted for each MSEDs. The Contractor shall ensure that the test procedures indicate traceable paths to the approved Contractor Verification Requirements

Traceability Matrix (VRTM). The Contractor shall prepare a SAT Report and Quick Look Report (QLR) at the conclusion of each test.

CDRLs:

C011, Site Acceptance Test Procedures

C012, Site Acceptance Test Report

C007, Quick Look Report

All equipment is subject to Government approval for each installation site configuration.

3.3.5. MSEDs Baggage Handling System Integration (CLIN 0005)

The Contractor shall accommodate and support, as necessary, any and all integration and testing activity by the BHS Contractor (BHSC), Systems Integrator, the site authority, and/or the Government or designated representative throughout all phases of the MSEDs BHS Integration effort to include MSEDs integration, BHSC testing support, Test Readiness Report (TRR) testing support, ISAT testing support, and operational run-in support. The Contractor shall only take direction from the Government representative(s) to schedule testing activities, which includes only the Government deployment project lead or manager, CO, or COR. For all testing phases the Contractor shall provide support efforts to include, but are not limited to: providing technical consultation, ensuring the MSEDs will be operationally available to support testing activities and promptly notifying the Government and/or Government contracted representative in advance, if testing must be rescheduled.

The Contractor shall prepare a BHS Integration Test Report (ITR) for each construction phase to verify that the system is ready to enter ISAT. The report shall provide evidence that MSEDs BHS is connected properly and results for each ISD tested shall be recorded.

Integration Milestone completion at TSA Acceptance of the BHS ITR identifies the system is ready to enter ISAT. TSA has 5 business days to review the BHS ITR and address any concerns with the report.

The Contractor must maintain an Integration Manual to include, but not be limited to, special instructions or requirements for the Baggage Handling System (BHS) and interface programming; SVS and barcode scanner implementation; discrete signals; dieback operations; timing requirements; bag Identification (ID) formats; and any other information or data required to describe installation, operational, and/or maintenance capabilities. The Contractor must develop all integration documentation and specifications in accordance with the requirements outlined in the Checked Baggage Inspection System (CBIS) Interface Requirements Document. The Contractor must use The Planning Guidelines and Design Standards for Airport Checked Baggage Inspection Systems (PGDS) as guidance and a reference in developing the BHS to MSEDs interface specifications.

CDRL:

C024, Integration Manual

3.3.5.1. Explosives Detection System Integration

The Contractor shall install and test the required software and hardware to allow implementation of MSEDs operations and provide MSEDs integration in accordance with Checked Baggage Inspection System (CBIS) Interface Requirements Document and the Planning Guidelines and Design Standards for Airport Checked Baggage Inspection Systems (PGDS). The Contractor shall provide resources to assist the site authority with the BHSC to establish data communication between the MSEDs units and BHS at the project site. Functionality of the MSEDs' BHS interface hardware and software shall be verified by the Contractor at the interface box prior to working with the BHSC to ensure a proper operating interface. Terminations to the MSEDs for BHS communication will be performed by the BHSC. The Contractor shall provide any required system component equipment and installation to facilitate the integration with the BHS. All integration and testing issues shall be reported to the Government in the ITR. Once communication between devices has been established, the Contractor shall provide continuous support and integration services per direction of the Government and/or Government contracted representative.

3.3.5.2. Baggage Handling System Contractor Testing Support

The Contractor shall provide onsite assistance to the BHSC to obtain efficient MSEDs operation and facilitate the

entire integration effort with the BHS. The onsite support shall have sufficient knowledge to assist in validation of all input, output, and timing signals from the MSEDs. The Contractor shall be able to distinguish between MSEDs specific issues and non-MSEDs issues involving solely BHS troubleshooting, and shall report that information accordingly. All integration and testing issues shall be reported to the Government in the ITR. In the event where testing activities are rescheduled, canceled, failed, or halted by the BHSC or the Systems Integrator, the Contractor shall notify the Government and immediately halt testing support activities allowing no more than two (2) hours of waiting on standby for testing activities to commence.

3.3.5.3. Test Readiness Review and Testing Support

The Contractor must provide support efforts to include, but are not limited to: being available to support system testing and validation conducted by internal or external organizations including a Site-Specific Test Plan (SSTP) survey meeting for the ISAT, pre-ISAT CBIS testing, TRR and ISAT; and being available throughout all phases of this requirement. The Contractor must coordinate with the Government or designated contracted representative to receive copies of the SSTP for sites covered and be kept apprised of testing schedules. All integration and testing issues must be reported to the Government in the ITR in accordance with the below identified CDRL. When determining resources, the Contractor must, at a minimum, plan on one (1) test effort and one (1) retesting effort for each construction phase.

CDRLs:

C014, BHS Integration Test Report
C015, BHS Interface Control Document
E032, Test Readiness Review (TRR) Report

3.3.6. Multiplex Network Installation and Network Acceptance Test (NAT) (CLIN 0006)

3.3.6.1. Multiplex Network Installation

The Contractor shall install, integrate, and test a network that will function with the MSEDs in accordance with this SOW. Network size shall be determined by maximum network elements, to include, but not be limited to, the network server, the maximum quantity MSEDs to be networked, the maximum quantity of PVS and SVS, required network switch port sizes, and the control interface to accommodate site specific network topologies. The Contractor shall provide all labor and materials necessary to complete this task.

Prior to the network installation, the Contractor shall have communicated with the Airport Authority regarding the Contractor's recommended network infrastructure, with enough time for the Airport Authority to ensure network infrastructure adequacy.

The Contractor must provide all labor and materials necessary to complete this task.

- Providing specific project management, technical support services, and documentation control to support site specific network design review and site planning;
- Configuring, creating, and testing software and hardware packages;
- Installing and connecting, as required, all separately purchased CLINs to include, but not be limited to the:
 - PVS (CLIN 0011),
 - SVS (CLIN 0012),
 - SVS Mounting Kit (CLIN 0013),
 - Printer (CLIN 0015),
 - Network equipment package (to support up to 6 EDS) (CLIN 0016), and
 - Master Control Station (CLIN 0017);

Procuring and installing all network ancillary equipment required to install and test the network equipment to include, but not be limited to, network switches, patch cables, enclosure racks, media converters, and connectors;

Deploying a Network Engineer to the site;

- Providing site specific training and materials for network operation;
- Performing baseline network infrastructure testing;
- Conducting Integrated Network ORT; and
- Supporting all travel and shipping expenses as required.

Prior to the network installation, the Contractor must have communicated with the airport authority regarding the contractor's recommended network infrastructure, with enough time for the airport authority to ensure network infrastructure adequacy. If there are variations from the contractor's recommendations network infrastructure, the contractor may submit a request to use the Ancillary Support CLIN for additional/alternate networking equipment. (See section B.3.13 for documentation requirements.)

3.3.6.2. Multiplex Network Acceptance Test and Reports

The Contractor shall conduct and prepare NAT Procedures that detail the step-by-step test process to be conducted during each network SAT. The test procedures shall address the entire Network. The Contractor shall ensure the test procedures indicate traceable paths to the approved Master Test Plan (MTP) VRTM. The Contractor shall prepare a QLR and a NAT Report at the conclusion of each test. Set- up of the network in preparation for the NAT and conduct of the NAT are included under this effort. All equipment is subject to Government approval for each installation site configuration.

The Contractor must conduct and prepare NAT Procedures that detail the step-by-step test process to be conducted during each network ORT. The test procedures must address the entire Network. The Contractor must ensure the test procedures indicate traceable paths to the approved Master Test Plan VRTM (MTP VRTM). The NAT must include detailed information to the level necessary to show adequacy of the proposed methods, deliverables, and success criteria for verification of performance objectives compliance. The Contractor's plan and procedures must include:

- a. Establish and document the testing plan, procedures and criteria for completing NAT
- b. Include supporting Government witnessed activities during NAT execution
- c. Incorporate physical security measures adopted to control risks, and documentation that specifically addresses recommendations on;
 - Physical access control for network devices and wiring closets
 - Physical security for information systems, applications, databases, electronic interfaces, and network cabling
 - Physical security access controls
 - Physical security and access controls for data processing hardware
 - Physical security for data media and backups
 - Physical security for data access points
 - IT Network Topologies to include as Design and as Is Diagrams (i.e., Cabinet Rack Elevation Drawings & Details)
 - Network diagrams
- d. Incorporate physical safety measures adapted to control risks, and documentation that address fire/smoke detection and fire suppression systems.
- e. Incorporate posting of "Access Controlled Lists" (ACL) on exteriors of all IT cabinets.
- f. Incorporate posting of "Sign in/Out Sheets" within interiors of all IT cabinets.
- g. Incorporate Network Equipment End Point (NEEP) inventories for all MSEDs elements.
- h. Incorporate Mapping of all MSEDs elements to switches and port channels on switches
- i. Incorporate IT Cabinet Rack Elevation Drawings & Details
- j. Identification of any Co-Mingling of IT Equipment and mitigation to prevent any co- mingling of IT equipment to provide a secure TSA network
- k. Include Environmental controls and monitoring devices (i.e., temperature and humidity gauges/sensors)

The Contractor must prepare a QLR and a NAT Report at the conclusion of each network test. Set- up of the network in preparation for the NAT and conduct of the NAT are included under this effort. All equipment is subject

to Government approval for each installation site configuration.

The Contractor must deliver NAT Reports, QLRs, and the appropriate BHS Interface Control Document in accordance with the following referenced CDRLs:

- C014, BHS Integration Test Report
- C016, Multiplex Network Acceptance Test Report
- C007, Quick Look Report

Network Milestone completion is at TSA Acceptance of NAT Report identifying the network is fully operational. TSA has 10 business days to review the NAT Report and address any concerns with the report.

3.3.7. **MSEDS Integration Site Acceptance Testing (ISAT) Support (CLIN 0007)**

The Contractor shall accommodate and support, as necessary, any and all ISAT testing activity by the BHSC, Systems Integrator, the site authority, and/or the Government or designated representative. The Contractor shall only take direction from Government representative(s) to schedule testing activities, which includes only the Government deployment project lead or manager, CO, or COR. For all testing phases the Contractor shall provide support efforts to include, but are not limited to providing technical consultation, ensuring the MSEDS will be operationally available to support testing activities and promptly notifying the Government and/or Government contracted representative in advance, if testing must be rescheduled.

The Contractor shall ensure that the MSEDS will be operationally available to support testing activities or promptly notify the Systems Integrator and Government contracted Independent Validation and Verification (IV&V) representative in advance, if testing must be rescheduled. All integration and testing issues shall be reported to the Government in the ITR. When determining resources, the Contractor shall, at minimum, plan on one (1) test effort and one (1) re-testing effort.

CDRL:

- C014, BHS Integration Test Report
- C016, Multiplex Network Acceptance Test Report

3.3.8. **Training (CLIN 0008)**

The Contractor shall provide various training services that will include all labor, material, and Other Direct Costs (ODC). These tasks may include, but not be limited to provision of training materials, course development, delivery of training at designated sites, or training evaluation activities for any MSEDS or system component under configuration management.

The Contractor shall conduct training classes following MSEDS integration with the network for no more than five (5) business days with up to ten (10) TSA personnel/operators in each class for each Government selected airport in accordance with a Government-approved training program for each MSEDS. These operators will be selected from current screener population, if possible. The Contractor shall ensure that this training is targeted to match the skill level, qualifications, and capacity of current X-ray imaging operators and supervisors performing similar baggage inspection. The Government will witness the initial training class.

The Contractor shall provide and utilize the MSEDS Training Materials referenced in the below CDRLs when conducting training:

CDRL:

- C017, Participant Guide
- C018, Classroom Presentation

3.3.9. **30-Day Run-in Support Service (Operational Run-In) (CLIN 0009)**

The Contractor must support the Government's operational run-in of live checked baggage for each construction phase, which will be determined by the Government or designated contracted representative upon satisfactory completion of the ISAT, or conditional acceptance of the ISAT (meaning minor issues with the BHS remain, but are not significant enough to deem the ISAT failed and must be retested). Satisfactory or conditional completion are determined by the Government approved Independent Verification and Validation (IV&V) representative. The Contractor must provide Field Data Recording System (FDRS) data in Comma Separated Value (CSV) format or Microsoft Excel as requested on a daily

basis for the duration of the operational run-in. Summary reports may be requested by the Government in addition to the FDRS data. The Equipment Summary Reports, Bag Summary Reports, and System Event Reports are used to support evaluation of a predetermined 30-day operational run-in period. See Section 3.12.7 for more information on FDRS data. **NOTE:** This CLIN must include a 7-day delay period wherein the 30-day run in review is temporarily stopped and restarted within a few days.

Milestone completion at conclusion of 30-day Operational Run-in Period.

CDRL:

L012, FDRS Report

3.4. MSEDs Equipment (CLIN 0010)

The Contractor must provide fully functional equipment in accordance with this SOW and the most current TSA approved Performance Baseline (PBL) as documented in the TSA MCIL, that can operate in an environment that is described in the PGDS. The Contractor must ensure that all hardware, software, and documentation required for the operation and support of the MSEDs are provided as part of the supplies and services stated herein.

All equipment is subject to Government approval for each installation site configuration.

Pricing for the MSEDs Scanner Equipment CLIN (0010) includes all Labor, Materials, and other direct costs necessary to manufacture and prepare the equipment for transportation to designated sites.

Pricing for ALL peripheral Equipment CLINs (0011 – 0017 and 0021) includes all Labor, Materials, Shipping, and other direct costs necessary to manufacture, packaged, and deliver the equipment to designated sites.

The Contractor shall also be responsible, exclusive of Systems Integrator activities, for all labor and support services needed to perform rigging oversight including:

- Coordinating with the TSA Office of Property Management and the System Integrator in accordance with Section 2.7.
- Providing oversight and technical guidance to the Systems Integrator or other entity charged with the rigging of the MSEDs or MSEDs-related equipment
- Notifying appropriate TSA personnel promptly in the event of improper equipment handling by the Systems Integrator or other entity charged with the rigging of the MSEDs or MSEDs-related equipment

3.4.1 Medium Speed Explosive Detection System Scanner (CLIN 0010)

The Contractor shall provide fully MSEDs Equipment in accordance with this SOW, the most current TSA approved PBL as documented in the TSA Master Configuration Items List (MCIL), that has a 95% rated throughput of 674 bags/hour or greater using the throughput calculation method specified in Table 3.1 of the PGDS in effect at the time the CLIN is exercised. The Contractor shall ensure that all hardware, software, and documentation required for the operation and support of the MSEDs are provided as part of the supplies and services stated herein.

3.4.1.1 The MSEDs Scanner unit consists of the component listed in the following table:

<i>Component Name</i>	<i>QTY</i>
<i>Scanner (which includes input/output conveyance)</i>	<i>1</i>
<i>Operational Test Kit</i>	<i>1</i>
<i>MSEDS Installation Manual (digital copy) CDRL 0022</i>	<i>1</i>
<i>MSEDS Operation Manual (digital copy) CDRL 0023</i>	<i>1</i>
<i>MSEDS Integration Manual (digital copy) CDRL 0024</i>	<i>1</i>
<i>Original Equipment Manufacturer (OEM) Maintenance Manual</i>	<i>1</i>

3.4.1.1. Factory Acceptance Test Plan

The Contractor shall prepare and submit a Factory Acceptance Test (FAT) Plan that describes methods for testing, evaluating, and accepting the MSEDS at the Contractor's facility prior to shipment. The FAT Plan shall define the range of tests, system initialization requirements, input data, expected output, and the criteria for evaluating test results. The Contractor shall identify schedules and all test and evaluation resources required, including personnel, equipment, and facility. The Contractor shall identify all mitigation plans and procedures in the case of failed testing events.

The Contractor shall prepare and deliver the MSEDS FAT Plan in accordance with the referenced CDRL: C004, Factory Acceptance Test Plan

3.4.1.2. Factory Acceptance Test Procedures and Reports

The Contractor shall conduct a FAT for each MSEDS in accordance with the FAT Plan and Procedures prepared by the Contractor, and approved by the Government. The Contractor shall prepare and submit FAT Procedures. The Contractor shall perform the approved FAT Procedures for each FAT under the witness of the Government, or Government Designated Representative. The Contractor shall ensure that the test procedures indicate traceable paths to the approved Contractor's VRTM. The Contractor shall prepare a FAT Report and a Quick Look Report (QLR) at the conclusion of each test. The Contractor shall deliver the MSEDS FAT Procedures, Reports, and QLRs in accordance with the following referenced CDRLs:

- C005, Factory Acceptance Test Procedures
- C006, Factory Acceptance Test Report
- C007, Quick Look Report

3.5. Primary Viewing Station (CLIN 0011)

The Contractor must provide Primary Viewing Stations (PVS) that will function with the MSEDS in accordance with this SOW and the Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection Systems under CLIN 0010. The PVS in accordance with the most current TSA-approved PBL as documented in the TSA MCIL in effect at the time the CLIN is exercised. This must include all necessary Network/Connection cables and power cables to ensure connectivity to the MSEDS network (not including infrastructure fiber-optic/networking cables See Section 2.8 – Airport Authority Responsibilities).

3.6. Secondary Viewing Station (CLIN 0012)

The Contractor must provide SVSs that will function with the MSEDS in accordance with this SOW and the Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection System. The SVS must

function with the MSEDs and must be configured in accordance with the most current TSA approved PBL as documented in the TSA MCIL in effect at the time of contract award. This must include ALL necessary network connection cables and power cables to ensure connectivity to the MSEDs network (not including infrastructure fiber-optic/networking cables See Section 2.8 – Airport Authority Responsibilities).

3.7. Secondary Viewing Station Mounting Kit (CLIN 0013)

As requested, the Contractor shall provide a mounting kit for the SVS in accordance with this SOW and applicable HF-STD- 001 Human Factors Design Standard for Acquisition of Commercial Off-the-Shelf Subsystems, Non-Developmental Items, and Developmental Systems guidelines. To accommodate site- specific infrastructure design layouts and Checked Baggage Resolution Area (CBRA) space requirements, the Contractor must be capable of providing a series of SVS Mounting Kits to include, but not be limited to, floor or pole mount, wall mount, and Explosives Trace Detection (ETD) table mounting.

3.8. Printer (CLIN 0015)

The Contractor must provide commercial off the shelf (COTS) printers that will connect with the MSEDs network and function with the MSEDs equipment (and that meets all requirements in this SOW and the Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection System and not utilize any wireless connections). This must include ALL necessary network connection cables and power cables to ensure connectivity to the MSEDs network (not including infrastructure fiber-optic/networking cables See Section 2.8 – Airport Authority Responsibilities).

3.9. Network Equipment Package (to support up to 6 EDS) (CLIN 0016)

The Contractor shall provide all necessary components to install and integrate a Multiplex Network that will support the planned requirements for each airport. The Multiplex Network, as built, must be sufficient to support up to 6 MSEDs integrated in a central configuration. The network solution shall be appropriate and adequate to support all MSEDs, peripherals, and equipment in accordance with this SOW.

At a minimum, the Network Equipment must consist of the following components:

- Multiplex Network Server(s) (including individual primary and secondary servers; virtually split servers will not be acceptable).
- Lockable Network Server Rack(s)
- Network Switches
- Network Uninterruptible Power Supply to include redundancy
- ALL necessary Multiple Network/Connection materials (i.e.: cables, supplemental memory, copper/fiber optic connectors, routers, etc.), to ensure connectivity of the MSEDs and all other components listed in sections Network and Baggage Handling System as required.

3.10. Master Control Station (CLIN 0017)

The Contractor must provide a Master Control Station (MCS) that will function with the MSEDs in accordance with this SOW and the Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection System. The MCS must function with the MSEDs and must be configured in accordance with the most current TSA approved production baseline (PBL) as documented in the TSA Master Configuration Items List (MCIL). This must include ALL Necessary Network/Connection cables and power cables to ensure connectivity to the MSEDs network (not including infrastructure fiber-optic/networking cables, See Section Airport Authority Responsibilities).

3.11. Uninterruptible Power Supply

UPS will not be provided for MSEDs in this contract.

3.12. Equipment Warranty, including Maintenance and Logistics Support Services (CLIN 0019)

3.12.1. Equipment Under Warranty

3.12.1.1 Initial 2-Year Warranty

Initial 2-Year Warranty (CLIN 0019A): The Contractor shall provide a two (2) year on-site, parts and labor included, warranty beginning upon SATISFACTORY completion of the SAT of the MSEDs Scanner. This warranty shall include Corrective Maintenance and Preventative Maintenance for the MSEDs Scanner and for all associated ancillary equipment connected to the MSEDs Scanner (PVS, SVS, Network servers, etc.). The Contractor shall perform all Preventive and Corrective Maintenance as detailed in Section B.3.12.7 – B.3.12.8 below for all covered equipment throughout the duration of the warranty period.

3.12.2. Equipment Under Warranty

3.12.2.1 Extended 2-Year Warranty

Extended 2-Year Warranty (CLIN 0019B): If exercised, the Contractor shall provide an extended two (2) year warranty. This warranty shall include Corrective Maintenance and Preventative Maintenance for the MSEDs Scanner and for all associated ancillary equipment connected to the MSEDs Scanner following the completion of the initial two (2) year warranty as mentioned above (CLIN 00019A). The Contractor shall perform all Preventive and Corrective Maintenance as detailed in Section B.3.12.7 – B.3.12.8 below for all covered equipment throughout the duration of the warranty period.

3.12.3. Warranty Implementation Plan

Coverage will be for all preventive and corrective maintenance, and responsiveness shall be sufficient to meet the minimum maintenance requirements specified in Section 7.3 through 7.9. The Contractor shall prepare and deliver a Warranty Implementation Plan (WIP) in accordance with the following referenced CDRL:

L016, Warranty Implementation Plan (WIP)

3.12.4. Parts Obsolescence Management Program

The Contractor shall establish and implement a parts obsolescence program. The Contractor shall be responsible for the identification, resolution, and implementation for all Diminishing Manufacturing Sources (DMS), Obsolescence, and Sustainment issues associated with the repair of TSE. The Contractor shall document procedures for identifying and controlling DMS and obsolescent technologies in a Parts Obsolescence Management Plan. The Contractor shall submit a monthly Parts Obsolescence Report that includes identification of obsolete parts, problem resolution, and a recommended approach for mitigating risks associated with obsolete parts over the life of the systems. Changes considered necessary by the Contractor to ensure the continued repair of the TSE shall be made in accordance with the Configuration Management procedures (RFD, RFW, and ECP).

The Contractor shall prepare and deliver a Parts Obsolescence Management Plan and a Parts Obsolescence Report in accordance with the referenced CDRLs:

L017, Parts Obsolescence Management Plan

L018, Parts Obsolescence Report

3.12.5. Warranty Period Logistics Support Services

The Contractor shall provide logistics support services (maintenance and repair) for in-warranty equipment; necessary to meet the logistics support service level requirements. Logistics support service shall include:

Preventive Maintenance (PM), in accordance with TSA approved Original Equipment Manufacturer (OEM) Preventive Maintenance manuals, schedules approved by the COR, Section B.3.12.7 Preventive Maintenance of this SOW, and state and federal environmental and safety regulations. Tests required at scheduled intervals, such as radiation surveys, are to be considered PM. The Contractor shall coordinate all maintenance scheduling with local TSA staff as appropriate. Contractor shall ensure that PMs are performed within 30 days (and no greater than 38 days) of the previous PM; and the contractor shall ensure a minimum of 12 PMs are performed during the calendar year (unless subject to waiver). The Contractor shall not perform PM during the calendar month in which a unit is installed. In a month when a unit is being decommissioned, the Contractor shall request COR approval to waive the requirements

for performing monthly PM. Otherwise PM shall be performed on all required units.

Corrective Maintenance (CM), in accordance with TSA approved OEM maintenance manuals and Section B.3.12.8 Corrective Maintenance of this SOW, whether performed on site or at a repair depot. The Contractor shall record and maintain Failure Mode Identifiers (FMI) for all CM actions performed. If FSTs are not located on site but are needed to correct a failure, they shall be dispatched within 15 minutes of receipt of a service request.

The Contractor shall be responsible for any repairs resulting from ineffective preventive or corrective maintenance.

The Contractor shall be responsible for providing trained and certified Field Service Technicians who have successfully passed training by the OEM or TSA on the fundamentals of safety, functional operation, maintenance and repair on specific Transportation Security Equipment (TSE) and associated peripheral equipment.

All labor for TSE preventive maintenance, corrective maintenance and associated logistics support resources shall include repair parts, training, tools and test equipment and travel. The Contractor shall inform the TSA PBL COR when refurbished parts are initiated into the Contractor's supply chain for corrective maintenance repairs. The Contractor shall ensure that parts obsolescence during the Contract period of performance does not affect the Contractor's ability to meet service level requirements.

Repair part shipment from the Contractor part location to the MSEDs unit shall include shipment, and all associated transportation costs including logistics transportation to the unit.

Documentation of all maintenance actions (including preventive, corrective, and excepted) in the TSE database.

The Contractor shall capture the FMI codes in the TSE Database. One or more FMIs will be assigned

for each CM action. The FMI shall identify the failure cause; sub-system part(s) consumed in the repair; and detailed resolution or action code(s) that would restore the TSE to operational condition. The Contractor shall submit the proposed FMI codes to the Government for approval prior to implementation. The Contractor shall ensure only the approved FMI codes are used in maintenance reporting. The Contractor shall supply TSRC with a list of standardized problem codes, definitions, and priority ratings for trouble ticket generation and apply the codes in a consistent manner.

In the event a scheduled maintenance activity (preventative maintenance) cannot be completed due to factors outside of the Contractor's control or the performance of CM prevents the Contractor from completing PM, the Contractor shall reschedule PM on the impacted machines during the same month. If unable to reschedule, the Contractor will ask for relief from the PM task from the COR. It is at the Government's discretion whether relief is granted or not. If relief is not granted, then the PM action must be completed within 48 hours of notice of TSA's disapproval of the request for relief.

The Contractor shall establish and maintain a TSE Database which:

- Includes the entire inventory of fielded TSE maintained under this Contract and which will be the basis for computation of performance metrics;
- Uniquely identifies each TSE by model, serial number; and barcode number
- Includes information on all accumulating Preventive Maintenance (PM), Corrective Maintenance (CM) actions (including warranty if applicable); and Radiation Surveys.
- Includes PM start time (at the machine) and stop time (when the Field Service Technician (FST) is finished) for every unit so TSA can monitor the average PM duration time;
- Includes Reliability, Maintainability, Availability (RMA) metrics data (high and low level) and provides the full maintenance and performance history;
- Reflects all time values reported in local airport location time;

- Provides Government access and data rights to all data collected
- Provides designated Government personnel live 'read-only' access to a database enabling them to query maintenance actions on work order tickets
- Ensures Failure Mode Identifier (FMI) codes are in a standard format and used in a consistent manner
- Allows the Government to download data in an excel spreadsheet
- Includes parts replaced data

The Contractor shall establish and maintain a TSE Database in accordance with the following referenced CDRL: E004, TSE Database

3.12.6. Logistics Support Service Level Requirements

The Contractor shall provide Logistics Support services for fielded TSE and Network MSEDs (servers, software and hardware components) to meet the following Operational Availability Service Level Agreement (SLA) requirements:

Values Operational Availability During Airport Operating Hours	Service Level Agreement	Required Ao
Airport Level	SLA1	98%
Machine Level	SLA2	86%
Multiplex Network Server MSEDs Level	SLA3	99.3%

Refer to Attachment D and E of this Contract for explanation of Ao calculations. The Contractor shall include only installed units that are expected to be operational in its calculations of Ao.

New site installations are exempt from RMA Metric SLA for the first six (6) months of live operations.

3.12.6.1 Service Level Agreements

The PBL Service Level Agreement requirements specified in section 3.12.6 of this SOW are Contract requirements. The Contractor shall calculate Ao for each equipment and airport on a monthly basis, and this calculation will be used as the basis for Warranty Services invoicing. See Section G., Submission of Invoices, paragraph (j), for invoicing procedures for months when Ao falls below Contract requirements.

3.12.6.2 Reliability, Maintainability, Availability Metrics

Attachment D (TSA Metrics) and Attachment E (SLA Metrics) of this Contract define and describe a set of metrics that the Government uses to monitor TSE and PBL performance. The Contractor shall submit TSE RMA Metrics Reports in accordance with the CDRL, attachment C (Airport List and Operational Hours), and attachment D (TSA Metrics) definitions and standards. All reported metrics shall be reported for the month in which they are incurred. In those cases, when a low level metric spans a period longer than the reporting period, only that portion of the metric actually taking place during the reporting period shall be calculated and included in the calculations of higher level metrics for the reporting period.

The Contractor shall submit the TSE RMA Metrics Reports in accordance with the following referenced CDRL:

E011, TSE RMA Metrics

3.12.7. Preventative Maintenance

PM is scheduled during nonoperational hours or during nonpeak operational hours with approval of local TSA officials. Nonoperational hours must coincide with Airport Operational Hours. If local TSA officials have approved PM

during nonpeak hours, then the Contractor shall submit a list to the COR that identifies the location and the TSA official. There are two discrete levels of PM:

Level I PM – This is primarily performed every shift (1–3 times a day), daily, and weekly. Level I PM is performed without the need to open the machine. These activities are currently performed by TSA personnel and are not a part of this Contract.

Level II PM –is primarily performed every month, quarter, and/or year. These activities are defined in the OEM preventive maintenance manuals and are included under this PBL service level agreement. The Contractor shall ensure that PMs are performed within 30 days (and no greater than 38 days) of the previous PM; and the contractor shall ensure 12 PMs are performed during the calendar year (unless subject to waiver). Contractor shall ensure that technicians notify the locals POC or local Coordination Center (reference Attachment B) that the PM is complete and that the system is in service. The Contractor shall recommend adjustments to PM schedules, with supporting rationale, that have the potential to improve TSE reliability or reduce costs without degrading TSE reliability. Cost reductions will be shared between the Contractor and the Government.

Level II PM shall be performed in accordance with the most recent OEM maintenance manual, as well as state and federal environmental and safety regulations. The Contractor shall obtain and utilize OEM PM checklists.

The Government reserves the right for consideration if Level II PM is not completed as defined in the Level II PM requirements above.

In the event a scheduled maintenance activity cannot be completed due to factors outside of the Contractor's control or the performance of CM prevents the Contractor from completing PM, the Contractor shall reschedule PM on the impacted machines during the same month. If unable to reschedule due to outside factors, the PM shall notify the COR.

In providing Level II PM, the Government requires the Contractor to:

- Coordinate all Level II PM scheduling with local TSA staff.
- The next month's PM notifications are due to each location (listed in Attachment B) no later than 7 calendar days prior to the end of the current month. Notifications shall specify airport code, airport name, manufacturer, model, SN, Barcode, PM due date, and the week PM is scheduled to be performed.
- The Contractor may contact local TSA to conduct the PM on an earlier date than scheduled; however, if the earlier date is not convenient for local TSA this shall not be reflected as a lack of access to the facility and the Contractor shall adhere to the original schedule to perform the PM.
- The Contractor shall coordinate with local TSA staff the week prior to the scheduled week.
- The Contractor shall notify local TSA staff if the scheduled week slips and shall coordinate a new date within the required periodicity.
- A summary level file (airport code, airport name, manufacturer, model, SN, Barcode, PM due date, and the intended week for PM) of all PMs scheduled for the month shall be sent to the TSA COR on the first day of that month.
- Make every effort to schedule PM actions during non-operational hours or non-peak operational hours with approval of local TSA officials. PM shall be scheduled during nonpeak operational hours or during hours that both the Contractor and local TSA officials agree upon. If local TSA officials have approved PM during times other than nonpeak hours, then the Contractor shall submit a list to the COR that identifies the location and the TSA official.
- Provide all required consumables (cleaning supplies, filters, etc.).
- Perform required radiation tests in accordance with applicable regulations on all applicable fielded TSE.
- The Contractor shall collect from each individual EDS all raw FDRS data and all predefined FDRS reports which include the Bag Information Report, the Operator Summary Report, and the Threat Alarm Summary Report as required in the EDS Procurement Specifications. This data shall be collected as part of the monthly Level II PM or in conjunction with a maintenance activity so as to minimize cost. All data collected and all data rights are the property of the Government. The Contractor shall track and document each system data output to ensure accuracy of data submission. The Contractor shall notify the COR and the Contracting Officer prior to delivery date if there are any issues in which data cannot be delivered by the delivery date with a risk mitigation plan to deliver data by other methods. The Contractor shall collect from each EDS all raw field data and all predefined

FDRS reports in accordance with the following CDRL: L012 Field Data Reporting System (FDRS).

- Record PM actions in local maintenance logbooks provided by local TSA and in the Contractor's database.

If there is no logbook available at the location, the Field Service Technician (FST) shall notify local TSA at the location. If a logbook is not provided by TSA, the FSTs are not required to wait for the logbook. If the logbooks are not available and local TSA is not present, then the FST will continue with his or her scheduled work. In both cases, the FST will note the non-availability of the logbook in the remarks section of the PM ticket.

If there is no local maintenance logbook available, the Contractor shall record this in the database along with date the PM was conducted. Entering the date conducted indicates that the FST completed the PM in full on that date according to the applicable OEM checklist. Completion of PMs shall be provided weekly to the airports.

CDRL: L012, FDRS Monthly

3.12.8. Corrective Maintenance

The definition of CM and the associated levels are as follows:

CM consists of unscheduled maintenance activities performed to repair or otherwise restore failed TSE to operational condition. These actions usually expend consumable and repair parts. There are three discrete levels of CM:

Level I CM – This is CM that is performed as needed to effect repairs that do not require trained FSTs (e.g., bag jams, fault resets etc.). These activities are currently performed by TSA personnel or their designees and are not part of this SOW.

Level II CM – This is CM that is performed as needed to effect repairs that always require trained FSTs. These activities are performed on site with the TSE in Level II CM status in accordance with Attachment D (TSE Metrics - which includes slip ring and gantry bearing repair). These services are included under this warranty service agreement. The Contractor shall apply high priority to returning all TSE experiencing critical failures (non-operational) to operational status, whether the failure is relevant or non-relevant, to ensure the expeditious return of TSE not able to perform its assigned mission. In addition, CM services also consist of critical failures that would previously have been characterized as "excepted maintenance." This includes, but is not limited to, repair after bag jams, liquid spills on TSE, broken parts due to operator misuse, unintentional damage during baggage screening, and other similar damages as a result of operator error. These services are included under this Logistics Support service level agreement.

Level III Depot Maintenance (DM) – This consists of unscheduled corrective maintenance activities performed by trained technicians to repair failed TSE by shipping the TSE end item (vs. component of TSE) back to a Depot. These services would be very rare under this contract and would include major repairs (e.g. bearing replacements) on MSEDs located in airport locations where it would be difficult to perform repairs. These situations would be approved by the COR and are included under this service level agreement.

3.12.9. Waste Disposal

The Contractor shall be responsible for the proper disposal of any and all equipment and components removed during preventive and corrective maintenance plus all dunnage. Only accountable assets should be shipped to the TSA Logistics Center (TSALC). These items should be packaged securely and include a DD1149-Requisition and Invoice/Shipping Document. The DD1149 should state that it includes pallets and the number of pallets. The DD1149 and any necessary supplemental file (e.g., a spreadsheet) must be 100% accurate with the full TSA Barcode, Manufacturer, Model, Serial Number, and Condition Code for each item in the shipment. Any shipments sent to TSALC with non-accountable items, inaccurate documentation, or incorrect inventory will be refused and returned to the vendor's location for remediation. All remediation tasks and associated shipping costs will be at the expense of the vendor. Accountable items include but are not limited to: TSA barcoded equipment, switches, servers, etc. With the exception of accountable property with a TSA property bar code, all replaced parts that have been removed from the equipment shall become property of the Contractor and the Contractor shall be responsible for removing said parts from the site prior to site closeout. The Contractor shall be responsible for all labor, materials, equipment, and coordination of logistics activities to load, transport, and off-load waste materials. The waste materials shall be properly packaged, crated, and prepared for shipment. The Contractor shall, when practicable, take full advantage of reuse, reutilize, and recycle options as the first method of disposition or disposal. The Contractor shall be responsible for proper disposal of any and all hazardous waste in accordance with and as defined by 40 CFR Parts 260, 261, and 263. The Government reserves the right to direct the Contractor to an alternate disposition of removed equipment

and components. The Contractor shall request disposition of accountable property from the GPM.

3.12.10. Hard Drive Sanitation

The Contractor shall sanitize all hard drives when a maintenance action requires the hard drive or the computer to be removed from its current location. The hard drives shall be shipped back to the Contractors TSA authorized depot facility for repair or refurbishment, but shall be shipped via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) and packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) in accordance with TSA MD 1400.3, TSAIT Security Handbook. The contractor shall comply with all data disposition requirements stated in the TSA IT Security Policy Handbook, applicable Technical Standards and TSA MD 3700.4, Handling Sensitive Personally Identifiable Information.

The Contractor shall prepare and deliver the Hard Drive Sanitization in accordance with the following referenced CDRL:

L020, Hard Drive Sanitization

Hard drives that are determined to be beyond repair capability or refurbishment (on-site or at the Contractors depot facility) shall be sanitized of SSI data by TSA at the TSA Logistics Center. The Contractor shall first complete a TSA Media Sanitization Certificate TSA Form 1412 for every hard drive and ensure the form is signed by the local APO or a Federal Security Director's Staff Official. A completed and signed copy of the form shall be emailed to the APM APO at CtoPropertyManagement@dhs.gov. Additional copies of TSA Media Sanitization Certificates shall be distributed to the local APO and COR. The Contractor shall ship the inoperable hard drives, with a copy of the completed and signed TSA Media Sanitization Certificate TSA Form 1412, via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) to the Transportation Logistics Center at the address below:

TSA Springfield Warehouse
ATTN: Jason Lockley / David Funk
6810 Loisdale Rd Building A, Door 19
Springfield, VA 22150
(703-313-7868)

Jason.Lockley@tsa.dhs.gov

3.12.11. Radiation Requirement

The Contractor shall ensure the emission limit set in the performance standard identified in 21 CFR Part 1020.40 is not exceeded. Radiation Surveys are to be performed at least once every 12 months; after any maintenance that affects the radiation shielding, or x-ray production components; after system relocation, and after any incident that may have damaged the system such that unintended radiation emission could occur. The contractor is responsible for investigating and recording all unusually high emission readings identified on the survey and correcting any conditions on the system which caused the elevated readings as applicable. If repairs were made to address the elevated readings, a follow up survey will be performed to verify effectiveness of corrective action. Contractor Radiation Survey Officer or qualified individual shall review each radiation survey, perform a quality check, and sign the form confirming it has been completed correctly.

The Contractor shall notify the COR and local TSA (contact information provided upon award) if there is an emission level confirmed above the 21 CFR 1020.40 emission limit. If a radiation survey reading is confirmed to have exceeded the emission limit, the contractor shall adhere to the electronic product radiation control provisions 21 CFR 1002.20 and/or 21 CFR 1003.10 as applicable. The contractor shall also document the incident in the TSE database and provide the COR with, but not limited to, the unit serial number, unit location, and explanation of why the radiation reading is high, action to resolve the issue and a completed radiation survey when the issue is resolved.

If there is an emission level confirmed above the 21 CFR 1020.40 emission limit, local TSA will ensure the equipment is removed from service (i.e. not used for security screening) until the device is repaired and verified to be within the 21 CFR 1020.40 performance standard limits.

A radiation survey sticker will be mounted to the system upon completion of the survey. The label will include the following: performed by, date of survey, next radiation survey due, System Meets FDA Requirements of 21 CFR 1020.40.

The Contractor shall prepare and deliver the Radiation Survey Reports in accordance with the following referenced CDRL:

L021, Radiation Survey Submittal (RSS)

3.12.12. TSE Sustainment Maintenance

TSA utilizes a third party maintenance model to maintain out-of-warranty TSE deployed to Airports nationwide. The Contractor shall, prior to the cessation of warranty services period of this contract, negotiate in good faith and enter into any necessary agreements with TSA's then existing third-party service providers to provide any OEM-certified repair parts, consumables, tools and test equipment, technical documentation, technician training and certification, and labor as required to requesting Maintenance Service Providers to effective and affordable maintenance services for TSA owned MSEDs systems. The contractor shall provide documentation to TSA, no later than 30 days prior to the expiration of this contract, to confirm that this agreement has been executed with the third-party service provider(s).

3.13. Ancillary Support – Installation, Integration, Networking and Testing (CLIN 0020 – T&M)

This surge CLIN shall be exercised by the Government only for ancillary labor and travel expenses for work with a similar scope of this SOW, but beyond what is currently defined, for the installation, integration, networking and testing services as in the FFP CLINs defined above.

The Contractor shall communicate the need for the use of the Ancillary Support CLIN and secure TSA approval for ancillary efforts no less than 30 days prior to the commencement of work or ordering of additional materials. In most circumstances an email outlining the situation and estimated costs shall suffice. Any services provided under this CLIN are ONLY to be executed upon concurrence of the

Contracting Officer's Representative (COR) with written approval from the Contracting Officer (CO). This CLIN shall not be exercised in response to alterations or changes to the performance of the contract. Indirect rates will be paid as allowable and allocable; no fee/profit will be allowable on travel expenses under this CLIN. The labor rates in this contract shall apply and the not to exceed quantity/funding is the maximum allowable.

With regard to requests for networking materials adjustments, the contractor must provide the following supporting documentation:

- Documentation of communication of preferred network infrastructure with the Airport Authority, and Airport Authority's response. (Can be in the form of email, letter, or minutes from meeting with airport authority).
- Written explanation of the need for deviation from standard Materials order.
- Detailed list of materials needed as well as credits accounting for unnecessary networking materials priced in the Standard Networking Materials package.

3.14. Seismic Anchors (CLIN 0021)

The Contractor shall provide Seismic Anchors that will function with one (1) EDS in accordance with this SOW and the Functional Requirements 3.2 or Procurement Specification for Checked Baggage Screening Technology Medium Speed Explosives Detection System, and which complies with Federal, State and Local regulations regarding Seismic activity.

3.15. Shipping (Incorporated in pricing for CLINs 0011-0018)

The Contractor must provide complete shipping services including all transportation, receipt, inspection, and uncrating as needed. TSE must be shipped in accordance with the appropriate laws, regulations, and shipping requirements including Reapproved shipping instructions. The GFP will be packaged in approved OEM crates when transported from the OEM facility to the TSA warehouse or designated airport location. The Contractor is responsible for any damage to the equipment occurring during shipping from the originating location to the final shipping destination. The Contractor must be prepared to execute (coordinate and support) multiple shipping requirements, so as to avoid a conflict or need for prioritization.

Prior to any movement and/or shipment of any GFP TSE, the Contractor must complete a separate DD- 1149 for each serialized/barcode GFP TSE. All completed Government documents must be submitted to the GPM prior to any movement and/or shipment as stated in Section C.3.

The Contractor will coordinate with the GPM for all GFP. The GFP TSE will normally be packaged in crates and may require unpackaging, repackaging and/or transfer to another vehicle prior to delivery to the site. If any repackaging is to be performed by the Contractor, the maximum size of any individual system crate, or package, must not exceed external dimensions that allow for ease of transportability through the building from the equipment delivery point to its final location at the site.

The Contractor must follow all Federal, state, and local regulations and laws during the shipping process. Effective October 1, 2010, hazard material shipments are required to comply with U.S. Department of Transportation Emergency Response Requirements (49 CFR Part 172.201, 172.604) for hazard material shipping.

The Contractor must coordinate all required shipping through a licensed and insured shipper. The Contractor must be responsible for the equipment being shipped and cover all insurance costs for the equipment.

Shipping costs are incorporated into the FFP cost of each piece of equipment based on averaged shipping prices from the vendor's manufacturing facility.

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3.16. Invoicing

All invoices must include the period of performance for services rendered or equipment delivered and accepted by either the Contracting Officer or the Contracting Officer's Representative

3.16.1 Invoice submission

The vendor shall submit a single invoice each month for services performed and/or equipment delivered within that monthly billing period. Services and Equipment are to be billed based on the payment milestones outlined in section 3.16.2.

3.16.2 Payment Milestones

All CLINs must be invoiced in accordance with Milestone Payment schedule established in the table below. The contractor must invoice no more than 30 calendar days after verification from the COR of completion of each Milestone phase/Task.

CLIN	Description	Payment Milestone / Schedule
000X	Reserved	
0002	Project Coordination	Monthly
0003 (Optional)	Design and Preplanning Technical Consultation/Support	100% upon confirmed approval of 100% design approval by TSA.
0004 (Optional)	MSEDS Scanner Installation & SAT	100% Upon Successful Completion of SAT
0005 (Optional)	MSEDS Integration Support Service	100% Upon TSA Acceptance of BHS ITR
0006 (Optional)	MSEDS Network Installation Support Service	100% Upon TSA Acceptance of NAT Report
0007 (Optional)	MSEDS ISAT Support Service	100% Upon Successful Completion of ISAT
0008 (Optional)	Training	100% Upon Completion of each class.
0009 (Optional)	30-Day Run-In Support Service	100% Upon Completion of the 30-day Run-In
0010 (Optional)	MSEDS	100% Upon Successful Completion of FAT
0011 (Optional)	Primary Viewing Station (PVS)	100% Upon delivery to the site or project designated storage facility.
0012 (Optional)	Secondary Viewing Station (SVS)	100% Upon delivery to the site or project designated storage facility.
0013 (Optional)	SVS Mounting Kits	100% Upon delivery to the site or project designated storage facility.
0014	Reserved	
0015 (Optional)	Printers	100% Upon delivery to the site or project designated storage facility.
0016 (Optional)	Network Equipment Package (to support up to 6 MSEDS)	100% Upon delivery to the site or project designated storage facility.
0017	Master Control Station	100% Upon delivery to the site or project

CLIN	Description	Payment Milestone / Schedule
(Optional)		designated storage facility.
0018 (Optional)	Uninterruptable Power Supply (UPS)	100% Upon delivery to the site or project designated storage facility.
0019 (Optional)	MSEDS 2 Year Warranty - Corrective Maintenance/ Preventative Maintenance	Monthly; billed at a daily rate for each deployed EDS. EDS warranty begins at the successful completion of SAT. See section D.4.3 for calculation of warranty payment and any disincentive penalties.
0020 (Optional)	Networking and Testing Services	100% Upon either delivery of equipment to the site or project designated storage facility or completion of ancillary support services
0021 (Optional)	Seismic Anchors	100% Upon either delivery to the site or project designated storage facility.

3.16.3 Invoices for Warranty CLINs 0019A and 0019B

All CLINs must be invoiced in accordance with Milestone Payment schedule established in the table below. The contractor must invoice no more than 30 calendar days after verification from the COR of completion of each Milestone phase/Task.

1. The Contractor shall develop a monthly invoice which separately identifies, per MSEDS technology and model, the number of systems sustained for the given invoice period, the number of days each system was sustained per invoice period, the fixed daily unit price being applied, and any applicable disincentives. The daily rate shall be assessed by taking the annual rate divided by the amount of days in that are in the calendar year that impacts that warranty (365 days for a standard year; 366 days for a leap year).

Backup data shall be provided in an excel spreadsheet to allow for validation of invoice. Backup shall include a summary of airport-technology combinations, whether a disincentive was applied, and if so, the total dollar value of the disincentive; and other detailed supporting data as requested by the COR.

2. Performance Disincentive Operational Availability:

The Contractor shall calculate the monthly Ao for each MSEDS technology at each airport and evaluate each against the Service Level Agreement (SLA) specified in Section B 3.12 Equipment Warranty, including Maintenance and Logistics Support Services. In any month when Ao of an individual MSEDS technology at an airport falls below the contract SLA requirement, the Contractor shall decrement the monthly invoice for all CLIN 0019 unit price for that technology at that airport as follows:

Operational Availability	
Performance Level	As Calculated in Attachment E
	Disincentive
Below SLA Requirement Airport Level (Ao < 98%)	-5% for each MSEDS by airport
Below SLA Requirement Machine Level (Ao < 86%)	-20% for the individual MSEDS by airport
	-5% for each MSEDS technology

	associated with MUX
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For example, at the equipment level, if Ao for an individual MSEDs located at Philadelphia International Airport (PHL) for the month of November 2019 is 85% Ao, the Contractor shall apply a 20% reduction to the

daily unit price for that specific MSEDs unit located at PHL in November 2019. Example on invoice deduction provided below:

One MSEDs \$100/day for November: $\$100 \times 30 \text{ days} = \$3,000$
Penalty for < 86% for this unit for November: $\$3,000 \times .20 = \600
Invoiced amount for this unit for November: $\$3,000 - \$600 = \$2,400$ invoiced

At the airport level, if Ao for all the MSEDs Systems located at PHL for the month of November 2019 is 97% Ao, the Contractor shall apply a 5% reduction to the daily unit price for all MSEDs located at PHL in November 2019 (and the single MSEDs with 85% Ao is only reduced by 20% (i.e. airport level and machine level reduction are not additive)). Examples on invoice deduction provided below:

9 MSEDs \$100/day for November: $9 \times \$100 \times 30 \times 1 = \$27,000$
Penalty for < 98% for MSEDs for November: $\$27,000 \times .05 = \$1,350$
Invoiced number for MSEDs for November: $\$27,000 - \$1,350 = 25,650$ invoiced

In any month when a Multiplexer (MUX) Ao falls below Contract requirements, all the MSEDs Systems networked to the MUX will each receive an additional 5% reduction. For example, PHL-MUX-1 has four MSEDs Systems networked and for the month of November 2019 is 98.9% Ao, the Contractor shall apply a 5% reduction to the daily unit price for each MSEDs unit networked to PHL-MUX-1 located at PHL in November 2019.

The MUX/MSEDs Ao disincentive is additive to the Airport level/Machine Level Ao disincentives. To invoice for the examples provided, the Contractor shall apply disincentives in the following order (for example purposes the MSEDs that missed the 86% Ao SLA will be in the MUX that missed the MUX Ao SLA):

Individual MSEDs 20% reduction and MUX 5% reduction

- o One MSEDs \$100/day for November: $\$100 \times 30 = \$3,000$
- o Penalty for < 86% for this unit for November: $\$3,000 \times .20 = \600
- o Penalty for MUX for this unit for November: $\$3,000 \times .05 = \150
- o Invoiced number for this MSEDs in November: $\$3,000 - \$600 - \$150 = \$2,250$ invoiced

Three remaining MSEDs with Airport Level 5% reduction and MUX 5% reduction:

- o 3 MSEDs \$100/day for November: $3 \times \$100 \times 30 = \$9,000$
- o Penalty for < 98% for 3 MSEDs for November: $\$9,000 \times .05 = \450
- o Penalty for MUX for 3 MSEDs for November: $\$9,000 \times .05 = \450
- o Invoiced number for 3 MSEDs in November: $\$9,000 - \$450 - \$450 = \$8,100$ invoiced

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3.17 Contract Data Requirements Lists (CDRL)

ALL CDRLs references in Section B are identified in the table below are attached as Attachment B and hereby incorporated by reference.

CDRL/DID	Description	Due
C001	Reserved	
C002	Meeting Minutes	Within 5 days of meeting
C003	PMR Presentation	5 days prior to PMR
C004	Factory Acceptance Test Plan	30 days after exercise of CLIN
C005	Factory Acceptance Test Procedures	30 days after exercise of CLIN
C006	Factory Acceptance Test Report	30 days after exercise of CLIN
C007	Quick Look Report	10 days after report is run
C008	Site Assessment and Survey Report	30 days after authorized Site Visit
C009	Reserved	
C010	Site Acceptance Test Plan	30 days after exercise of CLIN
C011	Site Acceptance Test Procedures	30 days after exercise of CLIN
C012	Site Acceptance Test Report	10 days after SAT
C013	Reserved	
C014	BHS Integration Test Report (ITR)	As needed
C015	BHS Interface Control Document	30 days after exercise of CLIN
C016	Multiplex Network Acceptance Test Report	10 days after Report is run
C017	Participant Guide	30 days prior to training
C018	Classroom Presentation	30 days prior to training
C019	DD254	With Quote and updates as necessary
C020	Physical and Communications Security Breach/ Incident Report	As necessary.
C021	Security Program Plan (SPP)	Draft SPP Due with Quote
C022	Operator Manual	30 Days after contract award, and upon request (Digital versions)
C023	Installation Manual	30 Days after contract award, and upon request (Digital versions)
C024	Integration Manual	30 Days after contract award, and upon request (Digital versions)
L016	Warranty Implementation Plan (WIP)	With Quote
L017	Parts Obsolescence Management Plan	Upon Request of TSA
L018	Parts Obsolescence Report	Upon Request of TSA
L020	Hard Drive Sanitization	Upon Request of TSA
L021	Radiation Survey Submittal (RSS)	As necessary.
E004	Transportation Security Equipment (TSE) Database	Monthly
E011	TSE Reliability, Maintainability, Availability Metrics (RMA) Metrics	Monthly

3.18 Applicable Documents

ALL specifications, handbooks, orders, standards, and drawings identified in the table below form a part of this contract and are applicable to the extent specified herein. The latest version of these documents as of the contract date must apply, unless a specific date for the document is specified below.

Reference	Document	Location
DD Form 254	Contract Security Classification Specification	http://www.dtic.mil/whs/directives
49 CFR Parts 15 and 1520	Protection of Sensitive Security Information	http://ecfr.gpoaccess.gov
Department of Homeland Security (DHS) Management Directive (MD) 11042.1	Safeguarding Sensitive But Unclassified (For Official Use Only) Information	http://www.dhs.gov/xfoia/gc_1254501589035.shtm
DHS MD 11044	Protection of Classified National Security Information Classification Management	http://www.dhs.gov/xfoia/gc_1254501589035.shtm
DHS SCG TSA-002 July 2, 2014	DHS Explosives Detection Systems Information and Data, Security Classification Guide	Available upon request
OST-Configuration Management Plan (Rev D)	Transportation Security Administration Office of Security Technology Configuration Management Plan, 14 June 2011	Available upon request
OSC Configuration Management Guidance Version 1	TSA Configuration Management Guidance, 30 Jun 2015	Available upon request
29 CFR, Part 1910.1096 January 1, 2007	Occupational Safety and Health Standards: Ionizing Radiation,	Available upon request
29 CFR, Part 1910.97	Occupational Safety and Health Standards: Nonionizing Radiation	Available upon request
(ANSI/HPS) N43.17-2009 August 2009	American National Standard Radiation Safety for Personnel Security Screening Systems Using X-Ray or Gamma Radiation	Available upon request
Title 21 CFR 1002.20	Reporting of accidental radiation occurrences	Available upon request
IEEE C95.1-2005	Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3 KHz to 300 GHz, revision of C95.1-1991 (Active)	Available upon request
ICNIRP Guideline April 1998	Guidelines for Limiting Exposure to Time-Varying Electric, Magnetic, and Electromagnetic Fields (Up to 300 GHz) Health Physics 74 (4): 494-522	Available upon request
Title 21 CFR 1003.10	Discovery of defect or failure of compliance by manufacturer; notice requirements.	Available upon request
Title 21 CFR 1020.40	Cabinet x-ray systems	Available upon request
Cybersecurity Requirements	Outline Summary of Cybersecurity Requirements for TSE Vendors	Available upon request
IA Requirements for TSA Government Acquisitions	Baseline Cybersecurity Requirements for Transportation Security Equipment, 7 Jan 2015 version 1.0	Available upon request

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3.19 TSA Information Technology Terms and Conditions

The Contractor must comply with the following TSA terms and conditions, which are incorporated herein by full text:

3.19.1 ITAR Terms and Conditions

The following DHS and TSA Enterprise Architecture Compliance Clauses Apply to Sections:

Please note, at this time, the subsequent DHS and TSA Enterprise Architecture clauses do not apply to Section 3.5 Medium Speed Explosive Detection System Scanner. IT Network connection is not a requirement in this SOW. Should the Government request that existing, and/or future EDS systems be connected to the TSA Network, and be in compliance with the terms and conditions below, the Government will present this request in the form of a request for proposal under the STSS (or other fleet management contract).

3.19.2 DHS and TSA Enterprise Architecture:

- All solutions and services shall meet DHS and TSA Enterprise Architecture policies, standards, and procedures. Specifically:
 - DHS and TSA Enterprise Architecture policies, standards, and procedures.
 - Homeland Security Enterprise Architecture (HLS EA) and TSA EA requirements.
 - TSA and DHS IT Security, Cloud, Infrastructure (including Network), Application/Systems, Information/Data, Performance, and Business Architecture policies, directives, guidelines, standards, segment architectures and reference architectures.
 - TSA functional capabilities
 - TSA operational capabilities
 - TSA lines of business
 - TSA business processes
 - TSA funding sources
 - TBM Taxonomy for IT cost transparency
- All software and tools that are used to build, develop, or deploy IT solutions for TSA, shall leverage the TSA NextGen Architecture (NGA) Technology Stack known as "The Kit". In accordance with TSA CIO Priority 2.1 "Modernize, Simplify, Reduce and Enforce TSA IT and Data Toolkit", use of "the Kit" will achieve modernization and simplification, with the ultimate goal of reducing the current TSA Technology Footprint.
- This includes new Transportation Security Equipment (TSE) and Legacy TSE that utilizes IT software, services, or equipment including embedded IT elements such as network switches, routers, In printers, etc.
- All solutions shall implement and leverage TSA information and data standards as defined and approved per TSA policy.
- All solution architectures and services (e.g., Application, System, Network, Security, Information/Data, Cloud) shall be reviewed and approved by TSA EA as part of the TSA SELC (System Engineering Life Cycle) review process and in accordance with TSA IT Governance Management Directive 1400.20 with applicable DHS and TSA IT governance policies, directives, and processes. This includes the Solution Engineering Review (SER), Preliminary Design Review (PDR) and Critical Design Review (CDR) stage gates. The required design artifacts include solution approach document, the PDR document, and the System Design Document (SDDs) as directed by EAD. Successful completion of the PDR/CDR stages results in an approved architecture which is required before proceeding to development. An approved architecture is also a necessary critical step in receiving an Authority to Operate (ATO). All implementations shall follow the approved solution architecture/design without deviation. Any changes, to either the prior approved solution and/or prior approved design that are identified during subsequent SELC phases, including testing, implementation and deployment, shall undergo additional EA review prior to proceeding.
 - TSA Offices acquiring Enterprise architecture type services at segment or solution levels shall engage and collaborate with the TSA Enterprise Architecture Division (EAD) to ensure strategic alignment of people, process, information, and technology and comply with enterprise level architecture governance, artifacts and

standards.

- The Contractor shall engage domain architect(s) in EAD before SELC Obtain Phase, i.e. during SELC Need or "Analyze and Select" Phase.
- The Contractors shall collaborate with the EA domain architect(s) to deliver the required design artifacts and desired outcome under the guidance.
- The Contractor shall provide architecture and system/application data and models in prescribed formats to be stored in TSA's Enterprise Architecture Repository.

In accordance with the TSA Cloud Strategy 2.0, April 2019, TSA's approach to cloud computing and governance of migration to the cloud, the contractor shall ensure that the cloud solutions utilize the SaaS (Software as a Service) model as its primary approach to cloud implementation, and also, when necessary will use Platform as a Service (PaaS) or Infrastructure as a Service (IaaS). The contractor shall adhere to the principles of cloud strategy to systematically retire or replace legacy applications by use of an integrated approach to cloud planning, architecture, hybrid deployment, and operation.

Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-21-07, November 2020) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile (National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

3.19.2.1 *Information and Data Governance and Management*

The Contractor shall develop, use, and dispose of TSA information and data assets following the TSA governance processes established by the Enterprise Information/Data Governance Board (EIDGB), in compliance with the DHS Enterprise Data Governance and Management MD (Management Directive) 103-01.

- TSA information and data assets include but are not limited to the TSA Data Catalog, TSA information and data standards, TSA Data Management Plan, TSA data sets (including open data sets for public consumption), TSA information and data stored in TSA repositories, TSA information and data in systems and applications (internal and external), and TSA information exchanges.
- All TSA information and data, and all solutions that capture, store, use and provide TSA information and data shall comply with the Geospatial Data Act (GDA) of 2018 (P.L. 115-254) that requires agencies to foster efficient management of geospatial data/information, technologies, and infrastructure through enhanced coordination among Federal, state, local, and tribal governments, along with private sector and academia.
- Description information for all data assets shall be submitted to the TSA Enterprise Architecture Team, who will be responsible for coordination with DHS, and for review, approval and insertion into the TSA Data Reference Model and Enterprise Architecture Repository.
- In addition to the Federal Acquisitions Regulations (FAR) Subpart 27.4 – 'Rights in Data and Copyrights' and Section 35.011 detailing technical data delivery, the contractor shall provide all TSA-specific data in a format maintaining pre-existing referential integrity and data constraints, as well as data structures in a format understandable to TSA. Examples of data structures can be defined as, but not limited to:
 - Data models containing entities and attributes, identifying authoritative and trusted data sources, and depicting relationship mapping and, or linkages
 - Metadata information to define data definitions
 - Detailed data formats, type, and size
 - Delineations of the referential integrity (e.g., primary key/foreign key) of data schemas, structures, and or taxonomies
 - Information exchange specifications
- All TSA-specific data shall be delivered in a secure and timely manner to TSA. Data security is defined within the 'Requirements for Handling Sensitive, Classified, and/or Proprietary Information', section of this SOW (Statement of Work), SOO (Statement of Objectives) and PWS (Performance Work Statement). This definition complies with not only the delivery of data, but also maintaining TSA-specific data within a non-TSA or DHS proprietary system.
- All metadata shall be pre-defined upon delivery to TSA. Metadata shall be delivered in a format that is readily interpretable by TSA (e.g., metadata shall be extracted from any metadata repository that is not utilized by TSA and delivered in a TSA approved manner). Metadata shall also provide an indication of historical version, the most current data to be used, as well as frequency of data refreshes.

- The contractor shall provide a Data Asset Repository Profile (DAR) and Data Management Plan (DMP) to EA using EA provided template before the preliminary/critical design review. The DAR and DMP include conceptual and logical data models, data dictionaries, data asset profile, and other artifacts pertinent to the project's data.
- TSA adheres to the DHS NIEM (National Information Exchange Model) First policy and standards outlined in the DHS Memorandum, "Adoption of the National Information Exchange Model within the Department of Homeland Security," dated May 3, 2019. All TSA information and data exchanges shall be NIEM compliant. All TSA solutions that leverage TSA information and data exchanges shall be NIEM compliant.

3.19.2.2 TSA Office of Information Technology (IT) Information Assurance Cybersecurity Division (IAD) Accessibility Requirements (Section 508)

IAD Conditionally approves the PR's provided below with the agreement that procurement of additional legacy Transportation Security Equipment will adhere to the nine Cybersecurity requirements, prior to connecting to the TSA IT environment. Procurement of TSE must be the same type and model of existing TSE currently operational with no major changes to the known configuration. The Conditional approval is granted based on the TSE will be adhering to the nine IT security requirements set forth for Legacy TSEs if the TSE is to be connected to the TSA network at any time. IAD has at any time, authority to revoke approval if the TSE does not, nor intends to meet the cybersecurity requirements.

3.19.3 Section 508 Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) (codified at 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

1. All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT or that contain ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title36-vol3/pdf/CFR-2017-title36-vol3-part1194.pdf>. In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards.

Item that contains Information and Communications Technology (ICT): Security Equipment

Applicable Exception: Fundamental Alteration **Authorization #:** TSA-20180419-001

2. When providing installation, configuration or integration services for ICT, the contractor shall not reduce the original ICT item's level of Section 508 conformance prior to the services being performed.
3. Contractor personnel shall possess the knowledge, skills and abilities necessary to address the applicable revised Section 508 Standards for each ICT.
4. Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated January 29, 2016 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated January 11, 2017.

3.19.3.1 C-SCRM Language with Definitions May 2023

- a. The Offeror understands and agrees that the Government retains the right to cancel or terminate the Contract, if the Government determines that continuing this solicitation presents an unacceptable risk to national security.

b. "Gray-Market" Equipment

1. The Offeror shall provide only new equipment unless otherwise expressly approved, in writing, by the DHS Contracting Officer. Offerors shall provide only Original Equipment Manufacturer (OEM) parts to the Government. In the event that a shipped OEM part fails, all replacement parts must be OEM parts.
2. The Offeror shall be excused from using new OEM (i.e., "gray market", "previously used") components only with formal Government approval, in writing, from the DHS Contracting Officer. Such components shall be procured from their original source and shipped only from the manufacturer's authorized shipment points.
3. All equipment obtained by the Offeror on behalf of the Government will need to be provided to OIG OCIO for review to validate requirements and approved Contractors by DHS.

c. Hardware and Software Requests

1. The contractors supply the Government hardware and software will provide the manufacturer's name, address, state, and/or domain of registration, and the DUNS number for all components comprising the hardware and software. If subcontractors or subcomponents are used, the name, address, state, and/or domain of registration and DUNS number of those suppliers must be provided.
2. Subcontractors are subject to the same general requirements and standards as prime contractors. Contractors employing subcontractors will perform due diligence to ensure that these standards are met.
3. The Government shall be notified when a new contractor/subcontractor/service provider is introduced to the supply chain, or when suppliers of parts or subcomponents are changed.
4. For software products, the Offeror shall provide all OEM software updates to correct defects for the life of the product (i.e., until the "End of Life (EoL)"). Software updates and patches shall be either: made available to the government for all products procured under this Contract, replaced upon End of Support (EoS) is reached, or formally waived (in writing) by the DHS Contracting Officer.

d. Supply-Chain Transport

1. Offerors shall employ formal and accountable transit, storage, and delivery procedures (i.e., the possession of the component is documented at all times from initial shipping point to final destination, and every transfer of the component from one custodian to another is fully documented and accountable) for all shipments to fulfill Contract obligations with the Government.
2. All records pertaining to the transit, storage, and delivery will be maintained and available for inspection for the lessor of the term of the Contract, the period of performance, or one calendar year from the date the activity occurred.
3. This transit process shall minimize the number of times in route components undergo a change of custody and make use of tamper-proof or tamper-evident packaging for all shipments. The supplier, at the Government's request, shall be able to provide shipping status at any time during transit.
4. All records pertaining to the transit, storage, and delivery shall be readily available for inspection by any agent designated by the U.S. Government as having the authority to examine them.
5. The Offeror is fully liable for all damage, deterioration, or losses incurred during shipping and handling, unless the damage, deterioration, or loss is due to the Government.
6. The Offeror shall provide a packing slip which shall accompany each container or package with the information identifying this solicitation number, the order number, a description of the hardware/software enclosed (Manufacturer name, model number, serial number), and the customer point of contact.

7. The Offeror shall send a shipping notification to the intended government recipient; with a copy transmitted via email to the Contracting Officer, or designated representative. This shipping notification shall be sent electronically and will state this solicitation number, the order number, a description of the hardware/software being ship (manufacturer name, model number, serial number), initial shipper, shipping date and identifying (tracking) number.

e. Notifications

The Offeror shall notify DHS Contracting Officer, COR and the Office of the Chief Information Officer and the DHS component Chief Information Officer through the Enterprise Security Operations Center (ESOC) directly of any suspected or potential violations of Section 889 of the National Defense Authorization Act (NDAA) for Information Communications Technology (ICT) at NDAA_Incidents@hq.dhs.gov.

f. Foreign Equities

The Offeror shall immediately notify the DHS Contracting Officer, COR that will report to the Office of the Chief Security Officer (OCSO) or cognizant component personnel security office regarding any changes to corporate foreign ownership, control, or influence.

a. Definitions.

- i. End-of-Life (EOL): means that an ICT product has reached the final stage of the product life cycle in which that version of the ICT product will no longer be supported nor manufactured (e.g., no patches will be developed, no security improvements will be made, and, sometimes, no troubleshooting technical assistance will be offered).
- ii. End-of-Support (EOS): means that an ICT product will no longer be supported (e.g., no patches will be developed, no security improvements will be made, and, sometimes, no troubleshooting technical assistance will be offered).
- iii. Information and Communications Technology (ICT): encompasses the capture, storage, retrieval, processing, display, representation, presentation, organization, management, security, transfer, and interchange of data and information; includes all categories of ubiquitous technology used for the gathering, storing, transmitting, retrieving, or processing of information (e.g., microelectronics, printed circuit boards, computing systems, software, signal processors, mobile telephony, satellite communications, and networks).
- iv. Product: part of the equipment (hardware, software and materials) for which usability is to be specified or evaluated.

b. Original Equipment Manufacturer (OEM) End-use Information and Communications Technology (ICT) Product.

- i. The contractor shall provide new equipment unless otherwise formally approved by the Government, in writing. The contractor shall provide only Original Manufacturer (OEM) end-use products to the Government. In the event that a shipped OEM product, or part or component of that product, fails, all replacements must be new OEM.
- ii. The contractor may provide previously-used OEM products only with written Government approval. Such parts shall be procured from their original source and shipped only from the manufacturer's authorized shipment points.

c. List of Components in ICT Products.

- i. Contractors shall provide and maintain a list of components for each product used in performance of the contract, including through subcontracts or other arrangements. This list for each product shall provide the component manufacturer's name, address, state, and/or domain of registration, and, where applicable, the Unique Entity Identifier (UEI) number, for all components comprising the ICT products.

- ii. Contractors employing subcontractors shall perform due diligence to ensure that these standards are met.
- iii. The contractor shall notify the Government when a new contractor/subcontractor/service provider is introduced to the ICT provided on this contract, or when suppliers of components or products are changed. If a software component used in the performance of the contract is updated with a new build or release, the contractor must update the list provided in accordance with (i) above to reflect the new version of the software. This includes software builds to integrate an updated component or dependency.
- iv. For software products, the contractor shall provide all OEM software updates, and patches to correct defects, for the life of the product [i.e., until the "End of Life" (EoL) or "End of Support" (EoS)]. Software updates and patches shall be made available to the government for all products procured under this Contract, and replaced when End of Support (EoS) is reached.

d. Supply-Chain Transport.

- i. The contractor shall use formal and accountable transit, storage, and delivery procedures (i.e., the possession of the end-use product to be delivered is documented at all times from initial shipping point to final destination, and every transfer of the product from one custodian to another is fully documented and accountable) for all information and communication technology (ICT) shipments to fulfill this contract.
- ii. The contractor shall maintain all records pertaining to the transit, storage, and delivery of ICT deliverables under this contract through at least 6 months after acceptance, and make available for inspection upon request of the Government.
- iii. The contractor shall make use of tamper-proof or tamper-evident packaging for all shipments.
- iv. The contractor shall provide a packing slip for each container or package with the information identifying the contract or order number, a description of the hardware/software enclosed (Manufacturer name, model number, serial number), and the customer point of contact.
- v. The contractor shall provide a shipping notification to the intended government recipient; with a copy transmitted to the Contracting Officer, or other designated representative. This shipping notification shall be provided electronically and identify the contract or order number, a description of the hardware/software being shipped (manufacturer name, model number, serial number), initial shipper, shipping date and identifying (tracking) number.

e. Foreign Equities.

- i. The Contractor shall immediately notify the Contracting Officer and Contracting Officer's Representative regarding any changes to corporate ownership or control from contract award through final delivery or the end of the period of performance.

3.19.3.2 Cybersecurity Policy for TSA Government Acquisitions (May 2023)

3.19.3.2.1 General Security Requirements:

All authorized, cleared and vetted personnel (i.e., federal employees; and primary, subcontractor, and/or 3rd party vendors or contractors) supporting or doing business per agreement with TSA (either directly or indirectly) shall comply with applicable cybersecurity or information assurance (IA) policies as stated in the DHS Policy Directive 4300A, "Information Technology System Security Program, Sensitive Systems, version

13.3, Feb 23, 2023 (hereafter known as DHS 4300A); DHS National Security Systems Policy Directive 4300B Version 10.1, November 21, 2018 for classified systems (hereafter known as DHS 4300B); TSA MD 1400.3 Information Technology Security (ITS); TSA Information Assurance (IA) Handbook; supplemental Technical Standards (TSs) and Standard Operating Procedures (SOPs); TSA Cloud Computing Security Handbook (CCSH); and the DOD Cloud Computing Security Requirements Guide (CC SRG).

The Contractor shall comply with Federal, Department of Homeland Security (DHS) and Transportation Security Administration (TSA) security, sensitive information handling, and privacy guidelines in effect at the time of the award of the contract, as well as those requirements that may be added during the contract.

The Contractor shall perform periodic reviews to ensure compliance with cybersecurity, information security and privacy requirements.

The Contractor shall comply with proper DHS and TSA security controls to ensure that the Government's security requirements are met. These controls are described in DHS 4300A, TSA MD 1400.3 ITS and the TSA Information Assurance (IA) Handbook security policy documents and are based on the current National Institute of Standards and Technology (NIST) Special Publication (SP) 800-32 Rev 2 and 800-53 Rev 5 standards.

The Contractor shall include this guidance in all subcontracts at any tier where the subcontractor is performing the work defined in the Statement of Work (SOW), Performance Work Statement (PWS), Statement of Objective (SOO).

The Contractor shall ensure all of its staff members have the required level of approved security clearance commensurate with the sensitivity of the information being accessed, stored, processed, transmitted or otherwise handled by the system or required to perform the work stipulated by the contract. At a minimum, all Contractor staff shall be subjected to a Public Trust background check and be granted a Public Trust clearance before access to any system or other TSA resources as granted.

The Contractor shall sign a DHS Form 11000-6 *Non-Disclosure Agreement (NDA)* within thirty (30) calendar days of the contract start date.

The Contractor shall not release, publish, or disclose agency information to unauthorized personnel, and shall protect such information in accordance with the provisions of pertinent laws, regulations, and policies governing the confidentiality of sensitive information.

The Contractor shall ensure its staff follow all policies and procedures governing cybersecurity, physical, environmental, and information security described in the various TSA regulations pertaining thereto, and the specifications, directives, and manuals for conducting work to generate the products as required by the contract. Personnel shall be responsible for the physical security of their work area and government furnished equipment (GFE) issued to the contractor under the terms of the contract.

The Contractor shall make all system information and documentation produced (in support of the contract) available to TSA upon request.

3.19.3.2.2 *Training Requirements:*

All newly-arrived Contractor employees requiring system access shall receive initial "*Organizational Security Fundamentals (OSF)*" training within 60 days of assignment to the contract via the [Online Learning Center \(OLC\)](#). The COR shall initiate and facilitate this access. Refresher training shall be completed annually thereafter. Another required OLC cybersecurity training course is the "*Cybersecurity for TSA System Users (TSA-CYBRSCRTY-SYSTEM-USRS)*" training and would be the official TSA-wide course developed in accordance with mandated policy to safeguard TSA's mission and assets. It is the annual course that all users shall take and the one leveraged against FISMA requirements. (Note: This course replaced the older animated "IT Security Awareness" training of the past).

The Contractor shall complete any TSA-related Privacy training on an annual basis.

Role-Based training is required for contract employees with Significant Security Responsibility (SSR), whose job proficiency is required for overall network security within TSA, and shall be in accordance with DHS and TSA policy. The contractor shall be notified if they have a position with Significant Security Responsibilities

Individuals with SSR shall have a documented individual training and education plan, which shall ensure currency with position skill requirements, with the first course to be accomplished within 90 days of employment or change of position. The individual training plan shall be refreshed annually or immediately after a change in the individual's position description requirements.

Cybersecurity and privacy training supplied by the Contractor shall meet standards established by NIST and set forth in DHS and TSA security policy.

The Contractor shall maintain an accurate and up-to-date list of all vetted contractor employees who have completed training and shall submit this list to the Contracting Officer Representative (COR) upon request, or during DHS/TSA onsite validation visits performed on a periodic basis.

The contractor shall ensure its employees review, understand, and sign the TSA Form 1403 *Computer and Wireless Mobile Device Access Agreement (CAA)* prior to accessing any IT systems.

3.19.3.2.3 *Configuration Management (hardware/software/applications):*

Hardware or software configuration changes shall be in accordance with the current DHS Information Security Performance Plan, the DHS Continuous Diagnostics and Mitigation (CDM) Program to include dashboard reporting requirements and TSA's Configuration Management policy. The TSA Chief Information Security Officer (CISO)/Executive Director for Information Assurance and Cybersecurity Division (IAD) shall be informed of and aware of all configuration changes to the TSA IT environment including, but not limited to: systems, hardware, software, applications, infrastructure architecture, infrastructure assets, and end user assets. The TSA IAD POC shall approve any Request for Change (RFC) prior to any development activity occurring for that change and shall define the security requirements for the requested change. The COR shall provide access to the DHS Information Security Performance Plan.

The Contractor shall ensure all application, software and/or configuration patches and/or Requests for Change (RFC) have approval by the Technical Discussion Forum (TDF), Change Control Board (CCB) and lab regression testing prior to controlled change release under the security policy document, TSA Management Directive (MD) 1400.3 Information Technology Security (ITS) and TSA Information Assurance (IA) Handbook, unless immediate risk requires immediate intervention. Approval for immediate intervention (i.e., emergency change) requires approval of the TSA CISO, CCB co-chairs, and the appropriate Operations Manager, at a minimum.

The Contractor shall ensure all sites, facilities or operational functions impacted by patching are compliant within 14 days of change approval and release.

The acquisition of commercial-off-the-shelf (COTS) Information Assurance (IA) and IA-enabled IT products (to be used on systems entering, processing, storing, displaying, or transmitting "sensitive information") shall be limited to those authorized products that have been carefully analyzed, reviewed, evaluated and validated, as appropriate, in accordance with the following:

- The NIST FIPS validation program.
- The National Security Agency (NSA)/NIST, National Information Assurance Partnership (NIAP) Evaluation and Validation Program.

- The International Common Criteria for Information Security Technology Evaluation Mutual Recognition Agreement.

US Government Department of Defense/Department of Homeland Security, Security Technical Implementation Guides (STIGs)

The provider of information technology shall certify all applications are fully functional, safe, secure and operate correctly as intended on systems using the US DoD Security Technical Implementation Guides (STIGs) and in accordance with DHS and TSA guidance.

DoD STIGs:

<https://public.cyber.mil/stigs/>

DHS Sensitive Systems Configuration Guidance:

<https://dhsconnect.dhs.gov/org/comp/mgmt/ocio/ciso/Pages/sscg.aspx>

The standard installation, operation, maintenance, management, updates and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology shall also use the Windows Installer Service for installation to the default "program files" directory and shall be able to discretely install and uninstall.

Applications designed for general end users shall run in the general user context without elevated system administration privileges.

The Contractor shall establish processes and procedures for continuous monitoring of Contractor systems that contain TSA data/information by ensuring all such devices are monitored by, and report to, the TSA Security Operations Center (SOC). The Contractor shall perform monthly security scans on servers that contain TSA data, and shall send monthly scan results to the TSA IAD.

3.19.4 Risk Management Framework (RMF):

3.19.4.1 The Security Authorization (SA) and Ongoing Authorization (OA) processes, in accordance with recent NIST SP 800-37 and SP 800-137, are required for all TSA IT systems, including General Support Systems (e.g., standard TSA desktop, general network infrastructure, electronic mail), Major Applications and development systems (if connected to the operational network or processing, storing, or transmitting government data). These processes are documented in the NIST Risk Management Framework (RMF) and the Ongoing Authorization is part of Step 6 "Monitoring" of the RMF. All NIST guidance is publicly available; TSA and DHS security policy is disclosed upon contract award with some exceptions, which are public facing (i.e., DHS Security and Training Requirements for Contractors).

3.19.4.2 A written Authorization to Operate (ATO) granted by the TSA Authorizing Official (AO) is required prior to processing operational data or connecting to any TSA network. The contractor shall provide all necessary system information in support of the Security Authorization (SA) process.

3.19.4.3 TSA shall assign a security category to each IT system compliant with the requirements of Federal Information Processing Standards (FIPS) Pub 199 *Standards for Security Categorization of Federal Information and Information Systems* impact levels and assign security controls to those systems consistent with FIPS Pub 200 *Minimum Security Requirements for Federal Information and Information Systems* methodology.

3.19.4.4 Unless the AO specifically states otherwise for an individual system, the duration of any accreditation shall be dependent on the FIPS 199 rating and overall residual risk of the system; the length can span up to 36 months.

3.19.4.5 The Security Authorization (SA) Package contains documentation required for Security Authorizations and Ongoing Authorization. The package shall contain the following security documentation as required by the DHS Ongoing Authorization Methodology:

- 1) Security Assessment Report (SAR),
- 2) Security Plan (SP),
- 3) Contingency Plan,
- 4) Contingency Plan Test Results,
- 5) Federal Information Processing Standards (FIPS) 199 Security Categorization,
- 6) Privacy Threshold Analysis (PTA),
- 7) E-Authentication,
- 8) Security Assessment Plan (SAP),
- 9) Authorization to Operate (ATO) Letter,
- 10) Plan of Action and Milestones (POA&M), and
- 11) Ongoing Authorization Artifacts

The SA package shall document the specific procedures, training, and accountability measures in place for systems that process Personally Identifiable Information (PII). All security compliance documents shall be reviewed and approved by the CISO and the IAD, and accepted by the Contracting Officer (CO) upon creation and after any subsequent changes, before they go into effect. Note: The CO shall not alter or remove any documentation or language once approved by IAD or authorized members of its staff. Ongoing Authorization artifacts include monthly TRigger Accountability Log (TRAL), monthly operating system scan results, application scans as directed, updated control allocation table (CAT), and associated memos as directed. All steps in the DHS Mandated tool or System of Record shall be completed correctly, thoroughly and in a timely manner for all steps of the RMF.

3.19.4.6 The Contractor shall support the successful remediation of all identified system weaknesses and vulnerabilities that are identified as a result of the aforementioned security review process.

3.19.4.7 The Contractor shall submit and analyze monthly operating system vulnerability scans for the DHS Information Security Performance Plan FISMA Scorecard. Vulnerabilities not remediated are generated into Plan of Action and Milestone (POA&Ms) after 30 days.

3.19.5 Contingency Planning:

3.19.5.1 The Contractor shall develop and maintain a Contingency Plan (CP), to include a Continuity of Operation Plan (COOP), to address circumstances whereby normal operations may be disrupted and thus requiring activation of the CP and/or COOP. The contractor's CP/COOP responsibility relates only to the approved system(s) they provide or operate under contract.

3.19.5.2 The Contractor shall ensure that contingency plans are consistent with template provided in DHS Mandated System of Record. If access has not been provided initially, the contractor shall use the DHS 4300A, Attachment K IT Contingency Plan Template.

3.19.5.3 The Contractor shall identify and train all TSA personnel involved with COOP efforts in the procedures and logistics of the disaster recovery and business continuity plans.

3.19.5.4 The Contractor shall ensure the availability of critical resources and facilitate the COOP in an emergency situation.

3.19.5.5 The Contractor shall test their CP annually and retain records of the annual CP testing for review during periodic audits.

3.19.5.6 The Contractor shall record, track, and correct any CP deficiency; any deficiency correction that cannot be accomplished within one month of the annual test shall be elevated to IAD management.

3.19.5.7 The Contractor shall ensure the CP addresses emergency response, backup operations, and recovery

operations.

3.19.5.8 The Contractor shall have an Emergency Response Plan (ERP) that includes procedures appropriate to fire, flood, civil disorder, disaster, bomb threat, or any other man-made or natural incident or activity that may endanger lives, property, or the capability to perform essential functions.

3.19.5.9 The Contractor shall have a Backup Operations Plan (BOP) that includes procedures and responsibilities to ensure that essential operations can be continued if normal processing or data communications are interrupted for any reason.

3.19.5.10 The Contractor shall have a Post-Disaster Recovery Plan that includes procedures and responsibilities to facilitate rapid restoration of normal operations at the primary site or, if necessary, at a new facility following the destruction, major damage, or other major interruption at the primary site.

3.19.5.11 The Contractor shall ensure all TSA data (e.g., email servers, data servers, etc.) is incrementally backed up on a daily basis.

3.19.5.12 The Contractor shall ensure a full backup of all network data occurs as required by the system's availability security categorization impact rating per the TSA Information Assurance Handbook.

3.19.5.13 The Contractor shall ensure all network application assets (e.g., application servers, domain controllers, Information Assurance (IA) tools, etc.) shall be incrementally backed up as required to eliminate loss of critical audit data and allow for restoration and resumption of normal operations within one (1) hour.

3.19.5.14 The Contractor shall ensure backup of data to facilitate a full operational recovery within one (1) business day at either the prime operational site or the designated alternate/backup site in accordance with local disaster recovery plan.

3.19.5.15 The Contractor shall ensure that data at the secondary location is current as required by the system's availability security categorization impact rating.

3.19.5.16 The Contractor shall ensure the location of the local backup repository and the secondary backup repository is clearly defined, and access controlled as an Information Security Restricted Area (ISRA).

3.19.5.17 The Contractor shall adhere to the DHS IT Security Architecture Guidance for the layout of the file systems or partitions on a system's hard disk impacting the security of the data on the resultant system. File system design shall:

- Separate generalized data from operating system (OS) files
- Compartmentalize differing data types
- Restrict dynamic, growing log files or audit trails from crowding other data

3.19.5.18 The contractor shall adhere to the DHS IT Security Architecture Guidance for the management of mixed data for OS files, user accounts, externally-accesses data files and audit logs.

3.19.6 Program Performance and Audit:

3.19.6.1 The Contractor shall comply with requests to be audited and provide responses within three (3) business days to requests for data, information, and analysis from the TSA IAD and management, as directed by the CO.

3.19.6.2 The Contractor shall provide support during IAD audit activities and efforts. These audit activities shall include, but are not limited to: requests for system access for penetration testing, vulnerability scanning, incident response and forensic review.

3.19.6.3 Upon completion of monthly security scans, findings shall be documented and categorized as High, Moderate, or Low based on their potential impact to the System IT security posture. The Contractor shall provide TSA with estimates of the total engineering service hours required to support the remediation of open POA&M items. High security findings shall be remediated first in 45 days or less; Moderate security findings shall be remediated in 60 days or less, and Low security findings shall be remediated in 90 days or less. The Contractor shall work with the TSA System Information Systems Security Officer (ISSO) and the respective CO and/or COR, as well as IAD and the System Owner (as required) to prioritize and plan for the remediation of open POA&Ms. The TSA System ISSO shall maintain all security artifacts and perform Ongoing Authorization (per NIST 800-137 and DHS TSA requirements) and Continuous Diagnostics and Mitigation (CDM) (per OMB M-14-03) activities to ensure active compliance with security requirements. Specific POA&M guidance and information can be found in the SOP 1401 *Plan of Action and Milestone (POA&M) Process*, as well as the DHS 4300A Attachment H *Plan of Action and Milestones (POA&M) Process Guide*.

3.19.7 Federal Risk and Authorization Management Program (FedRAMP):

3.19.7.1 If a vendor is to host a system with an approved Cloud Service Provider (CSP), the CSP and shall adhere to the following:

- § Comply with Federal Agency cloud requirements per CCSH;
- § Identity and entitlement access management shall be done through Federated Identity;
- § SSI, PII and SPII shall be encrypted in storage and in transit as it is dispersed across the cloud;
- § Sanitization of all TSA data shall be done as necessary at the IaaS, PaaS or SaaS levels;
- § Cloud bursting shall not occur;
- § TSA data shall be logically separated from other cloud tenants;
- § All system administrators shall be properly cleared and vetted U.S. citizens;
- § TSA data shall not leave the United States; and
- § The cloud internet connection shall route via an approved DHS Trusted Internet Connection (TIC) that has EINSTEIN 3 Accelerated (E3A) capabilities deployed. These include but are not limited to the analysis of network flow records, detecting and alerting to known or suspected cyber threats, intrusion prevention capabilities and under the direction of DHS detecting and blocking known or suspected cyber threats using indicators. The E3A capability shall use the Domain Name Server Sinkholing capability and email filtering capability allowing scans to occur destined for .gov networks with malicious attachments, Uniform Resource Locators and other forms of malware before being delivered to *.gov end-users.

3.19.7.2 Private Sector System Requirements: TSA shall conduct audits at any time on approved private sector systems, and the system shall be entered into the TSA FISMA Inventory as a system of record (SOR) using the Control Implementation Summary (CIS) provided by the Cloud Service Provider. Security artifacts shall be created and maintained in the DHS Mandated System of Record. The private sector systems are required to go through the Security Authorization Process and the RMF in accordance the Federal Information Systems Management Act (FISMA) and NIST SP 800-37. The cloud internet connection shall be behind a commercial Trusted Internet Connection (TIC) that has E3A deployed. Security event logs and application logs shall be sent to the TSA SOC. Incidents as defined in the TSA Management Directive 1400.3 Information Technology Security (ITS) and its Attachment 1 (TSA IA Handbook) shall be reported to the TSA SPOC 1-800-253-8571. DHS Information Security Vulnerability Management Alerts and Bulletins shall be patched within the required time frames as dictated by DHS and communicated by the COR or contract security point of contact (POC).

3.19.8 Information Assurance Policy:

3.19.8.1 All proposed services, hardware, software, applications, etc. shall be compliant with applicable DHS 4300A, DHS 4300B (for classified information), TSA MD 1400.3 ITS, TSA IA Handbook, Technical Standards (TSs) and Standard Operating Procedures (SOPs) prior to approval, implementation and operations.

3.19.8.2 The contractor solution shall follow all current versions of TSA and DHS policies, procedures, guidelines, and standards, which shall be provided by the CO.

3.19.8.3 Authorized access and use of TSA IT systems and resources shall be in accordance with the DHS and TSA information system policies.

3.19.9 Data Stored/Processed at Contractor Site:

3.19.9.1 Unless otherwise directed by TSA, any storage of data shall be contained within approved resources allocated by the Contractor (and approved by TSA) to support TSA and may not be on systems that are shared with other commercial or government entities or clients.

3.19.10 Remote Access:

3.19.10.1 Any TSA-approved Contractor remote access connection to TSA networks shall be considered a privileged arrangement for both Contractor and the Government to conduct sanctioned TSA business. Therefore, remote access rights shall be expressly granted, in writing, by the TSA AO.

3.19.10.2 Any unauthorized Contractor employee(s) remote access connection to TSA networks shall be terminated immediately at the sole discretion of TSA.

3.19.10.3 The Contractor shall use his or her federally issued and approved personal identity verification (PIV) credential/identification badge to access TSA resources to include IT applications and physical facility.

3.19.11 Interconnection Security Agreement (where applicable):

If the service being supplied requires a connection to an outside non-DHS/non-TSA Contractor system, or DHS system of different sensitivity, the following shall apply:

3.19.11.1 Interconnections between DHS/TSA and non-DHS/TSA IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented using an approved Interagency Agreements (IAA); Memoranda of Understanding/Agreement (MOU/MOA), Service Level Agreements (SLA) or Interconnection Service Agreements (ISA).

3.19.11.2 ISAs shall be reissued every three (3) years or whenever any significant changes have been made to any of the interconnected systems.

3.19.11.3 ISAs shall be reviewed and updated as needed as a part of the annual FISMA self-assessment.

3.19.12 SBU Data Privacy and Protection:

This section is not applicable if contract already addresses this clause *DHS Sensitive Information Required Special Contract Terms (MARCH 2015)*, *SAFEGUARDING OF SENSITIVE INFORMATION* for contracts that have a high risk of unauthorized

access to or disclosure of sensitive information.

3.19.12.1 The contractor shall satisfy requirements to work with and safeguard Sensitive Security Information (SSI), Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). All support personnel shall understand and rigorously follow DHS and TSA requirements, SSI Policies and Procedures Handbook, and Privacy policies, and procedures for safeguarding SSI, PII and SPII.

3.19.12.2 The Contractor shall be responsible for the security of: i) all data that is generated by the contractor on behalf of the TSA, ii) TSA data transmitted by the contractor, and iii) TSA data otherwise stored or processed by the contractor regardless of who owns or controls the underlying systems while that data is under the contractor's control. All TSA data, including but not limited to: PII, SPII, SSI, NSS, Sensitive But Unclassified (SBU), and Critical Infrastructure Information (CII) shall be protected according to DHS and TSA security policies and mandates.

3.19.12.3 TSA shall identify IT systems transmitting any classified/unclassified/SSI information and requiring protection based on a risk assessment. If encryption is required, the following methods are acceptable for encrypting sensitive information:

- FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm (or higher) and cryptographic modules that have been validated under FIPS 140-2 (current version)
- National Security Agency (NSA) Type 2 or Type 1 encryption (current version)
- Public Key Infrastructure (PKI) (see current DHS 4300A)

3.19.12.4 The contractor shall maintain data control according to the TSA security level of the data. Data separation shall include the use of discretionary access control methods, VPN encryption methods, data aggregation controls, data tagging, media marking, backup actions, and data disaster planning and recovery. Contractors handling SPII shall comply with TSA MD 3700.4, Handling Sensitive Personally Identifiable Information (current version).

3.19.12.5 Users of TSA IT assets shall adhere to all system security requirements to ensure the confidentiality, integrity, availability, and non-repudiation of information under their control. All users accessing TSA IT assets are expected to actively apply the practices specified in the TSA IA Handbook, and applicable Technical Standards and SOPs.

3.19.12.6 The contractor shall comply with SPII disposition requirements stated in the TSA IA Handbook, applicable Technical Standards, SOPs and TSA MD 3700.4, Handling Sensitive Personally Identifiable Information.

3.19.12.7 The Contractor shall ensure all source code is protected from unauthorized access, alterations or dissemination (see TSA IA Handbook, Technical Standard).

3.19.13 Disposition of Government Resources:

3.19.13.1 At the expiration of the contract, the contractor shall return all TSA information and IT resources provided to the contractor during the contract, and provide signed certifications that all assets containing or used to process TSA information have been sanitized in accordance with the TSA MD 1400.3 ITS, TSA IA Handbook, Technical Standards and SOPs. The contractor shall certify in writing that sanitization or destruction has been performed. Sanitization and destruction methods are outlined in the NIST Special Publication 800-88 Guidelines for Media Sanitization, TSA Technical Standard 046 IT Media Sanitization and Disposition, and SOP 1400-503 IT Media Sanitization. The contractor shall email TSA, PM, CO and COR a signed certification by the contractor's designated senior security officer or senior official, signed proof of sanitization. In addition, the contractor shall provide the TSA CO a master asset inventory list that reflects all assets, government furnished equipment (GFE) or authorized non-GFE that were used to process and store TSA information.

3.19.14 Special Considerations and Circumstances (where applicable):

3.19.13.2 For major agency Information Technology (IT) infrastructure support ranging in the total estimated procurement value (TEPV) of about \$100 million or above or per TSA management's request, the contractor shall provide, implement, and maintain a Security Program Plan (SPP) based on the templates provided by the TSA IAD. This plan shall describe the processes and procedures that shall be followed to ensure the appropriate security of IT resources are developed, processed, or used under this contract. At a minimum, the contractor's SPP shall address the contractor's compliance with the controls described in NIST SP 800-53 (current version). Security controls contained in the plan shall meet the requirements listed in the TSA IA Handbook, Technical Standards and the DHS 4300A (or DHS 4300B for classified information).

3.19.13.3 The SPP shall be a living document. It shall be reviewed and updated semi-annually, beginning on the effective date of the contract, to address new processes, procedures, technical or federally mandated security controls and other contract requirement modifications or additions that affect the security of IT resources under contract.

3.19.13.4 The SPP shall be submitted within 30 days after contract award. The SPP shall be consistent with and further details the approach contained in the offeror's proposal or quote that resulted in the award of this contract and in compliance with the system security requirements.

3.19.13.5 The SPP, as submitted to the CO, and accepted by the ISSO, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

3.19.14 Trusted Internet Connection (TIC) Requirements for Managed Trusted Internet Protocol Service Offering (MTIPS):

3.19.14.1 MTIPS providers shall comply with the current FedRAMP TIC Overlay requirements in addition to the basic requirements outlined in the current DHS TIC Reference Architecture.

3.19.15 ISSO Support:

3.19.15.1 The contractor Program Manager shall ensure that contractor ISSO duties and responsibilities align with the TSA IAD/Governance, Risk, and Compliance (GRC) Branch mission and security responsibilities.

3.19.16 Continuous Diagnostics and Mitigation:

3.19.16.1 The Government, through a Continuous Monitoring as a Service (CMaaS) vendor, shall provide the contractor with GFE appliances and tools to support the implementation and maintenance of the Continuous Diagnostics and Mitigation (CDM) Solution. The tools shall be hosted on the DHS' Infrastructure as a Service (IaaS) program. The Government, through the CMaaS vendor, shall provide sensor kits, appliances, probes, and agents that shall be deployed on all contractor Information Systems supporting the TSA.

3.19.16.2 The contractor shall support the installation (including rack and configuration) of sensor kits, appliances, probes and agents on all TSA contract supported devices and environments per TSA engineering, security, and configuration standards.

3.19.16.3 The contractor shall configure/tune their existing endpoint security products to coexist with the identified products to ensure smooth and cohesive functionalities. Credentials (service accounts) shall be provided by the TSA CISO, or designee, for vulnerability scans and host interrogation.

3.19.16.4 The Government, through the CMaaS vendor, shall provide the following support for operations and maintenance of the CDM solution sensor kits:

- Patching (Controlled through a CMaaS Windows Server Update Service (WSUS))

- Hardware troubleshooting & Risk Management (RMA)
- Application maintenance (done from the Government/TSA Management Enclave)
- Vulnerability scanning

3.19.16.5 The contractor shall install TSA-provided CDM Solution patches within two (2) days of issuance, or as directed by TSA, and provide evidence of implementation to the TSA ISSO.

3.19.16.6 The TSA CO (as approved and on behalf of the SO and TSA senior leadership) is authorized to provide technical direction to the contractor for the sole purpose of implementing the CDM Solution. If the technical direction results in any cost incurred by the contractor, for which the contractor shall seek reimbursement from the Government, the contractor shall identify the following information in any cost/price proposal to the Government: name of system owner, summary of the technical direction, date of the technical direction, purpose of the technical direction, summary of actions taken by the contractor, any other information the CO may require to further guide the directed change. The contractor shall receive approval from the CO of the directed and approved change prior to incurring costs associated with the technical direction.

3.19.17 Software Guidance:

The CO shall provide a listing of all TSA approved security software upon contract award. The approved security software listing is maintained by the IAD.

3.19.17.1 In support of the CDM objective to protect high value assets (HVAs) and information, the Government has acquired security tools in order to conduct Indicator of Compromise (IOC) scans within the mandated time frame. The Government shall provide the tool license and/or equipment for installation of tool agents on all TSA supported assets.

3.19.17.2 The contractor shall support efforts to allow for the IOC scanning mandate. This may include installation of tool servers and/or agents within each system's environment and on all TSA supported assets. The Government shall provide the contractor with the tool server(s) that shall not belong to the contractor's system boundary. The tool server shall be reachable from OneNet/TSANet over the Internet. The tool server(s) shall be properly configured to reach all assets with the tool agent installed on the network. Credentials (service accounts) shall be provided for IOC scans and tool interrogation.

3.19.17.3 The contractor shall support or perform the installation of forensic software servlet agents on supported Operating Systems on all TSA contract supported devices and environments per TSA engineering, security, and configuration standards. The contractor shall test and upgrade the servlet agents as directed by the IAD.

3.19.17.4 The Government shall provide the contractor with a forensic software server that shall not belong to the contractor's system boundary. The contractor shall support or perform the installation of the server. The server shall be reachable from TSANet over the Internet and shall be primarily used for authentication and proxy functions. The server shall be properly configured to reach all assets with the agent installed on the network.

3.19.17.5 The contractor shall support efforts of incident response and forensic investigation. This includes authorization to connect TSA authorized equipment where the forensic software servlet agents are reachable to perform analysis.

3.19.17.6 The contractor shall install TSA-provided solution patches within two (2) days of issuance, or as directed by TSA CIO, and provide evidence of implementation to the TSA ISSO.

3.19.18 Passwords/PINs shall use TSA Approved Multi-Factor Authentication (MFA):

3.19.17.1 The contract ISSO shall determine and enforce the appropriate frequency for changing passwords/PINs in accordance with appropriate guidance documentation along with the use of a second factor authentication to be in compliance with Executive Order 14028 "Improving the Nation's Cybersecurity" for Multi-Factor Authentication (MFA). In the absence of specific guidance documentation, where applicable, passwords shall not remain in effect longer than

ninety (90) days.

3.19.19 Personal Identity Verification (PIV):

3.19.19.1 The Contractor shall use PIV credential/identification badges as the primary means to access TSA resources to include IT applications and physical facility. TSA network domain user account password expiration function shall be disabled when using PIV Machine Based Enforcement (MBE). PINs for PIV card-enabled users shall not expire, and shall have a minimum six-digit PIN when logging into the network using a PIV card.

3.19.19.2 The Contractor shall ensure newly developed information system(s) support PIV card authentication. The information system shall be capable to accept and electronically verify PIV credentials.

3.19.19.3 The Contractor shall employ information technology products on the FIPS 201-approved products list for Personal Identity Verification (PIV) capability implemented within organizational information systems.

3.19.19.4 The Homeland Security Presidential Directive 12 (HSPD-12) requires the use of the approved PIV credentials as the common means of authentication for access to DHS/TSA facilities, networks, and information systems. PIV credentials shall be used as the primary means of authentication for DHS/TSA sensitive IT systems. The Contractor shall use his or her federal issued PIV credentials to access DHS/TSA resources to include IT applications and physical facility.

3.19.19.5 The DHS/TSA Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Representative (COR) all DHS issued PIV credentials/identification cards and building passes that have either expired or have been collected from terminated employees. If a PIV credential/identification card or building pass is not available to be returned, a report shall be submitted to the COR, referencing the PIV credential, pass or card number, name of individual to who it was issued and the last known location and disposition of the PIV credential, pass or any other DHS/TSA-issued cards.

3.19.20 End-of-Life (EOL) / End-of-Service (EOS):

3.19.20.1 The Contractor shall ensure that any hardware, software or application that is procured develops a full lifecycle plan based on the vendor's established life and service expectancy of the product and total cost of ownership. Any new or existing product that shall reach end-of-life (EOL)* within three (3) years and is part of a TSA FISMA IT System shall require development of a remediation, upgrade, replacement and funding plan to remove the EOL item(s) from the TSA environment completely within that time frame. A plan of action and milestone (POA&M) shall be submitted for risk acceptance to the TSA CISO in order to track remediation milestones appropriately.

*EOL / EOS - Defined as production and/or development, technical support, application updates, spare parts and security patches which are no longer available from the vendor.

3.19.21 Maintenance:

3.19.21.1 The Contractor shall ensure that the system, once operational, is properly and securely maintained and monitored, to include: immediate response to critical security patches, routine maintenance windows to allow for system updates, and compliance with a defined configuration management process. All patches and system updates shall be properly tested and approved in a development environment before being implemented in the production environment.

3.19.21.2 The contractor shall perform customer support twenty-four (24) hours, seven (7) days a week (i.e., 24/7) within the Continental United States (i.e., CONUS) only.

3.19.22 Security in the Agile Development Process (where applicable):

TSA systems shall follow the below guidance when delivering system and application solutions to the agency –

- Applications shall be reviewed prior to acceptance by the Contractor
- Applications shall be assessed, tested and evaluated for Cybersecurity using automated scans, manual testing and compliance with the Cloud Computing Security Requirements Guide and the Application Security and Development STIG
- Contractor shall implement Threat Modeling
- Developer shall deliver a defect list
- Developer shall implement Patching and Configuration Management strategies
- Developer shall use Component Analysis
- Developer shall implement build tests
- Developer shall implement Manual Code Inspection
- Developer shall implement Security Regression Tests
- Developer shall implement Pre-Deployment/Post Deployment Automated Tests
- Developer shall implement industry standard "Every-Sprint Practices", which at a minimum consists of:
 - Threat Modeling
 - Use of Approved Tools
 - Deprecate Unsafe Functions
 - Static Analysis
 - Conduction Final Security Review
 - Certify, Release and Archive
- Developer shall implement industry standard Practices, which at a minimum consists of:
 - Create Quality Gates/Bug Bars
 - Perform Dynamic Analysis
 - Perform Fuzz Testing
 - Conduct Attach Surface Review
- Developer shall implement industry standard One-Time Practices, which at a minimum consists of:
 - Establish Security Requirements
 - Perform Security and Privacy Risk Assessments
 - Establish Design Requirements
 - Perform Attack Surface Analysis

- Create Incident Response Plan

(End of Statement of Work)

Section C - CONTRACT ADMINISTRATION
C. Contract Administration Data

C.1 Delivery

C.1.1 Optional CLIN Delivery Timeframes

In the event TSA exercises an Optional CLIN in accordance with FAR 52.217-7 - Option for Increased Quantity, the contractor must deliver the equipment to TSA no later than the timeframes listed in the table below. The COR shall provide the Contractor the finalized scheduled for the airport and desired delivery dates.

CLIN	DESCRIPTION	DELIVERYTIMEFRAMES
0010	MSEDS Scanner	6 months upon exercise of option
0011	Primary Viewing Station (PVS)	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)
0012	Secondary Viewing Station (SVS)	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)
0013	Secondary Viewing Station Mounting Kit	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)
0015	Printer	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)
0016	Network Equipment Package (to support up to 6 EDS)	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)
0017	Master Control Station	14 Weeks upon exercise of option (unless directed to deliver equipment in conjunction with EDS delivery)

C.2 Preparation for Delivery

In addition to any requirements established in TSA-RQMTS: ACKAGING AND MARKING REQUIREMENTS FOR TRANSPORTA TION SECURITY SCREENING EQUIPMENT UNDER PRODUCTION AND/OR EXISTING MAINTENANCE SERVICES (SEP 2020) (See Section C.3), the contractor must comply with the following requirements:

C.1.2.1 Packaging Requirements

All equipment and components shall be packaged and marked in accordance this section. Contractors using reusable type container shall reuse containers from previous deliveries; Contractor must coordinate the return of containers for next delivery. Exchange and Repair (E&R) items shall be packaged in reusable type containers to facilitate round trip shipments between

facilities and the repair source. Common hardware items shall be packaged in multiple unit pack quantities as normally supplied through retail trade channels or in standard commercial unit packed quantities compatible with unit of issue (i.e., unit of issue is gross, the unit of package is gross). All common hardware items shall be packaged and marked in accordance with ASTM-D-3951.

C.1.2.2 Storage Requirements

The Contractor shall identify any unique storage requirements for the unit(s) and related equipment. In addition, each unit, intermediate, and exterior container, shall be clearly marked to identify contents. All deliverables shall cite the Transportation Security Administration as the contracting agency, and shall be clearly marked with the contract number.

C.2 Security

Any documents containing SSI as defined in 49 CFR Parts 15 and 1520 must contain the following statement:

"WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR Parts 15 and 1520."

The Contractor must request written Government approval prior to release of any information, text, images, or video associated with this SOW.

C.2.1 DD-254

Contractor shall develop, apply, and maintain effective security practices for classified contracts in accordance with FAR 52.204-2, Security Requirements, incorporated in full text under Section II of this contract.

CDRL: C019, DD-254

CONTRACT SECURITY CLASSIFICATION SPECIFICATION AT THE SECRET SECURITY CLEARANCE

This SOW requires that the Contractor have access to:

- a) Classified information up to SECRET.
- b) For Official Use Only.
- c) Other - Sensitive Security Information (SSI) in accordance with 49 CFR, Part 20 In performing this SOW, the Contractor will:

Receive and generate SECRET classified materials including, but not limited to, TSA Electronic Baggage Screening Program (EBSP) Requirements for Automated Detection of Explosives.

The Contractor must request written Government approval prior to release of any information text, images or video associated with this SOW.

The Contractor shall document all incidents through the Physical and Communications Security Breach/Incident Report. The Contractor shall notify the COR of such incidents, which include:

1. Actual or suspected unauthorized attempts to penetrate an MSEDs through the remote workstation or remote functions; Actual or suspected unauthorized attempts to penetrate the MSEDs through the contractor's remote maintenance monitoring facility or contractor's support facility;
2. Actual or suspected unauthorized penetration of the contractor's MSEDs support facility or remote maintenance monitoring facility(ies); and
3. Actual or suspected attempt to subvert the MSEDs.

CDRL: C020, Physical and Communications Security Breach/Incident Report

C.2.2 Use and Sensitivity of Records

All TSA and other Government forms, records, reports, and data to which Contractor personnel must have access are the property of TSA and are to be used solely for performing the work described in this SOW. Contractor personnel must not use, disclose, or retain any materials except as described in this SOW or as directed by the COR.

C.2.3 Security and Privacy

When required, database firewalls and protections must conform to Federal Information Security standards regarding access and protection of classified information.

Any TSA information made available or to which access is provided, and which is marked or must be marked "Official Use Only," must be used only for the purpose of carrying out the provisions of this SOW and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the SOW. Disclosure to anyone other than an officer or employee of the Contractor or subcontractor at any tier must require prior written approval of the TSA. Requests to make such disclosure should be addressed to the TSA Contracting Officer.

Each Officer or employee of the Contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed must be notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, must be guilty of a crime punishable by a fine or imprisonment of up to ten (10) years or both.

TSA Security Policies must be adhered to for development of all applications, databases, and data integrity. Additionally, the Contractor must satisfy requirements to work with and safeguard SSI. All support personnel must understand and rigorously follow the DHS and TSA requirements, policies, and procedures for safeguarding SSI. The following policy publications and directives apply:

- National Industrial Security Program;
- Industrial Security Program;
- Protection of Sensitive Security Information;
- Personnel Security Program; and
- Sensitive Security Information (SSI)

These publications must be adhered to in support of Media Protection, Access Control, Auditing, Network Security, Rules of Behavior, Personnel Security, Physical Security, Training and Awareness, Security Incident Reporting, Contingency Planning, Security Review and Reporting, and Contract Close Out.

C.2.4 Data Security

The Contractor must be responsible for the security of all data generated by the Contractor on behalf of TSA, TSA data transmitted by the Contractor, and TSA data otherwise stored or processed by the Contractor, regardless of who owns or controls the underlying systems while those data are under the Contractor's control. All TSA data, including but not limited to Personally Identifiable Information (PII), SSI, Sensitive but Unclassified (SBU), and Critical Infrastructure Information (CII), must be protected according to DHS and TSA security policies and mandates.

At the expiration of the Contract, the Contractor must return all TSA information and IT resources provided to the Contractor during the Contract and provide a certification that all assets containing or used to process TSA information have been sanitized or destroyed in accordance with TSA security policy. The Contractor will certify in writing that sanitization and/or destruction has been performed.

C.2.5 Project Performance

The Contractor shall provide, implement, and maintain a Security Program Plan (SPP) based on the templates provided by

TSA IT Security as part of the required security compliance documentation. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this SOW. The security controls contained in the plan shall meet the applicable requirements listed in the TSA Information Assurance Handbook, Security Policy Handbook—Chapter 3, Section 21, Information Security Documentation. The SPP shall be submitted within thirty (30) days after contract award. The SPP shall be considered a living document; it will be reviewed and updated semiannually to address new processes, procedures, technical or federally mandated security controls and other contract changes that affect the security of IT resources under the SOW. It shall be consistent with and further detail the approach contained in the Contractor's proposal or quote that resulted in the award of the SOW and be in compliance with the requirements stated in the security clause(s) in the SOW.

The Contractor shall deliver Security documents in accordance with the following referenced CDRL:

CDRL: C021, Security Program Plan (SPP)

Hardware or software configuration changes shall be in accordance with the TSA CM Policy and TSA Enterprise and Security Architecture standards. The TSA Chief Information Security Officer (CISO) or IT Security must be informed of and involved in all configuration changes to the TSA IT environment including systems, software, infrastructure architecture, infrastructure assets, and end user assets. The Contractor shall comply with requests to be audited and support audit activities (such as requests for system access for penetration testing, vulnerability scanning, incident response, forensic response, etc.).

C.2.6 Security Policy

The Contractor shall ensure that its employees follow all policies and procedures governing physical, environmental, and information security described in the various TSA regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this Contract. Personnel will be responsible for the physical security of their area and GFE issued to them under the provisions of the SOW.

The Government will require security clearances up to SECRET for personnel who need access to the Classified material. Each site may have different security requirements. The Contractor shall coordinate in advance with all sites to ensure all Contractor personnel are familiar with and comply with the security requirements. Work delays that are caused by Contractor personnel security issues will be considered inexcusable delays in performance.

C.3 Government Furnished Property

No existing GFP will be provided for this effort.

(End Contract Administration)

Section D- PROVISIONS and CLAUSES - TERMS and CONDITIONS

FEDERAL ACQUISITION REGULATION - PROVISIONS and CLAUSES

52.252-1 *Solicitation Provisions Incorporated by Reference (Feb 1998)*

This solicitation incorporates one or more solicitation provisions and clauses by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>

Solicitation Provisions and Clauses Incorporated by Reference:

52.203-3	Gratuities (Apr 1984)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-6	Unique Entity Identifier (Oct 2016)
52.204-7	System for Award Management (Oct 2018)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.204-13	System for Award Management Maintenance. (Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
52.204-27	Prohibition on a Byte-Dance Covered Application (Jun 2023)
52.209-7	Information Regarding Responsibility Matters (Oct 2018)
52.212-3	Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)
52.217-4	Evaluation of Options Exercised at Time of Contract Award (June 1988)
52.217-5	Evaluation of Options (July 1990)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.227-14	Rights in Data- General (May 2014)
52.227-19	Commercial Computer Software License (Dec 2007)
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)
52.245-1	Government Property (Sep 2021)
52.246-24	Limitation of Liability-High-Value Items (Feb 1997)
52.246-24	Limitation of Liability-High-Value Items Alt I (Apr 1984)
52.246-25	Limitation of Liability – Services (Feb 1997)

Solicitation Provisions and Clauses in Full Text:

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

52.203-17 (DEVIATION) CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO
INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013) (DHS-USCG
DEVIATION 14-01)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

52.204-23 (DEVIATION PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES
2020-05) 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, 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, 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 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 information in paragraph (d)(2)(i) 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 covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.209-1

QUALIFICATION REQUIREMENTS (FEB 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) TRANSPORTATION SECURITY ADMINISTRATION

(Address) 6595 Springfield Center Drive, Springfield, VA 20598-6XXX

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

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)

ADDENDUM - FAR 52.212-4

Exception: The following paragraphs are supplemental or replaced by the SOW language or additional clauses incorporated into this contract as noted:

(a) Inspection/Acceptance

(1) General.

Inspection and acceptance of all work and services performed under this contract will be in accordance with the appropriate FAR clauses and SOW sections, as applicable. Final acceptance of all deliverables and or services performed as specified in the SOW.

(2) Scope of Inspection.

All deliverables will be inspected for content, completeness, accuracy and conformance to SOW requirements by the COR. The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the relevant SOW section.

(3) Basis of Acceptance.

The basis for acceptance shall be compliance with the requirements set forth in the Statement of Work, as well as other terms and conditions of this contract. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected. Non-conforming products or services will be rejected. Any rejected deliverable items shall be corrected in accordance with the applicable clauses. Unless otherwise agreed by the parties, deficiencies will be corrected within 30 calendar days of the rejection notice. If the deficiencies cannot be corrected within 30 days, the Contractor will immediately notify the Contracting Officer of the reason for the delay and provide a proposed corrective action plan within 10 working days.

(4) Review of Deliverables.

The Government will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days, from receipt by the Government of the deliverable unless otherwise stated in the relevant SOW section. Upon receipt of the Government comments, the Contractor shall have up to 30 business days (timeframe is indicated on CDRL) to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form. If written acceptance, comments and/or change requests are not issued by the Government within 30 calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product.

(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. This is superseded by Section 3.12 of the Statement of Work. **This is superseded by Section 3.12 of the Statement of Work.**

(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. This is replaced by SOW Section 3.12, as well FAR Clauses 52.246-24, with Alternate 1) and FAR Clause 52.246-25, both incorporated by reference below, and FAR 52.246-19 and 52.246-20 incorporated by Full Text Below.

(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.

For CLIN 0010, only:

Regarding paragraph (n) Title, title to items furnished under this contract shall pass to the government when the government takes physical possession of the MSEDs unit at the location designated by the COR.

SERVICES (DEC 2022) ALTERNATE I (NOV 2021)
THIS CLAUSE ONLY APPLIES TO CLIN 0020.

- (a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government *may* also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform *inspections* and tests in a manner that will not unduly delay the work.
- (2) If the Government performs *inspection* or tests on the premises of the Contractor or a subcontractor, the Contractor *shall* furnish and *shall* require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (4) At any time during contract performance, but not later than 6 months (or such other time as *may* be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government *may* require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction *shall* be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction *shall* be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit *shall* be 10 percent. The Contractor *shall* not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, *shall* disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]
- (5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government *may*-
- (A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (B) Terminate this contract for cause.
- (ii) Failure to agree to the amount of increased cost to be charged to the Contractor *shall* be a dispute under the Disputes clause of the contract.
- (6) Notwithstanding paragraphs (a)(4) and (5) above, the Government *may* at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-
- (i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as *may* be otherwise specified in the

contract.

- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property *shall* be governed by the clause pertaining to Government property.

(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.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the *end product*, or that are used or consumed directly in connection with the furnishing of the *end product* or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or *affiliates* of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including *supplies* transferred between divisions, subsidiaries, or *affiliates* of the contractor under a common control;

(B) Subcontracts for *supplies* and incidental services for which there is not a labor category specified in the contract;

(C) Other *direct costs* (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) *Indirect costs* specifically provided for in this clause.

(iii) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish *supplies* or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or *affiliates* of a contractor or subcontractor. It includes, but is not limited to, *purchase orders*, and changes and modifications to *purchase orders*.

(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) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of

commercial *invoices* approved by the *Contracting Officer*:

(i) *Hourly rate.*

- (A) The amounts *shall* be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour *shall* be payable on a prorated basis.
- (B) The rates *shall* be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the *Contracting Officer*.
- (C) *Invoices* may be submitted once each month (or at more frequent intervals, if approved by the *Contracting Officer*) to the *Contracting Officer* or the authorized representative.
- (D) When requested by the *Contracting Officer* or the authorized representative, the Contractor *shall* substantiate *invoices* (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
- (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule *shall* not be varied by virtue of the Contractor having performed work on an *overtime* basis.
 - (1) If no *overtime* rates are provided in the Schedule and the *Contracting Officer* approves *overtime* work in advance, *overtime* rates *shall* be negotiated.
 - (2) Failure to agree upon these *overtime* rates *shall* be treated as a dispute under the Disputes clause of this contract.
 - (3) If the Schedule provides rates for *overtime*, the premium portion of those rates will be reimbursable only to the extent the *overtime* is approved by the *Contracting Officer*.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a *commercial product* at FAR 2.101, the price to be paid for such materials *shall* not exceed the Contractor's established catalog or market price, adjusted to reflect the-

- (1) Quantities being acquired; and
- (2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or *invoice*; or
- (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or *invoice*.

(C) To the extent able, the Contractor *shall*-

- (1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

- (2) Give credit to the Government for cash and trade discounts, rebates, *scrap*, commissions, and other amounts that are identifiable to the contract.
- (D) *Other Costs*. Unless listed below, other direct and *indirect costs* will not be reimbursed.
- (1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*
- (2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for *indirect costs* on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*
- (2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract *shall* not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor *shall* notify the *Contracting Officer* giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor *shall* so notify the *Contracting Officer*, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the *Contracting Officer* will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor *shall* not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the *Contracting Officer* notifies the Contractor *in writing* that the ceiling price has been increased and specifies in the notice a revised ceiling that *shall* constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase *shall* be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) *Access to records*. At any time before final payment under this contract, the *Contracting Officer* (or authorized representative) will have access to the following (access *shall* be limited to the listing below unless otherwise agreed to by the Contractor and the *Contracting Officer*):
- (i) Records that verify that the employees whose time has been included in any *invoice* meet the qualifications for the labor categories specified in the contract;
- (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-
- (A) The original timecards (paper-based or electronic);

- (B) The Contractor's timekeeping procedures;
- (C) Contractor records that show the distribution of labor between jobs or contracts; and
- (D) Employees whose time has been included in any *invoice* for the purpose of verifying that these employees have worked the hours shown on the *invoices*.

- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost(A) Any *invoices* or subcontract agreements substantiating material costs; and
- (B) Any documents supporting payment of those *invoices*.

(5) *Overpayments/Underpayments*. Each payment previously made *shall* be subject to reduction to the extent of amounts, on preceding *invoices*, that are found by the *Contracting Officer* not to have been properly payable and *shall* also be subject to reduction for overpayments or to increase for underpayments. The Contractor *shall* promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate *invoice* payment or that the Government has otherwise overpaid on an *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)(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, and then at the rate applicable for each six month period as established 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 in a timely manner;
- (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 FAR 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.
- (viii) Upon receipt and approval of the *invoice* designated by the Contractor as the "completion *invoice*" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion *invoice*, and supporting documentation, *shall* be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the *Contracting Officer* may approve *in writing*) from the date of completion.
- (7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, *shall* execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and *claims* arising out of or under this contract, subject only to the following exceptions.
- (i) Specified *claims* in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) *Claims*, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice *in writing* to the *Contracting Officer* not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (iii) *Claims* for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (8) *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.
- (9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
- (10) *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 that appears on the payment check or the specified payment date if an *electronic funds transfer* payment is made.

- (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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the *effective date of termination* by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(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.*]

- X (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).
- X (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.)
- X (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].
- X (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).
- X (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)).

X (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.

X (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).

X (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 (OCT 2022) (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.)

0 (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.

X (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).

. (ii) Alternate I (JAN 2017) of 52.224-3.

X (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.

X (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].

X (iii) Alternate II (DEC 2022) of 52.225-3.

X (iv) Alternate III (JAN 2021) of 52.225-3.

. (v) Alternate IV (Oct 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (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).

X (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).

X (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.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

X (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).

X (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).

being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the

matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.227-14 Alt I RIGHTS IN DATA-GENERAL (MAY 2014) ALTERNATE I (DEC 2007)

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide

instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-

up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the

data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.227-14 Alt III

RIGHTS IN DATA-GENERAL (MAY 2014) ALTERNATE III (DEC 2007)

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and

confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in

paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. N/A (and subcontract N/A, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. N/A (and subcontract, if appropriate) with SEE DATA RIGHTS TABLES .

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be-

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring
TBD			

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor 52.246-20 30-days of discovery.

This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar

services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.246-19

WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS
OR DESIGN CRITERIA (MAY 2001)

(a) Definitions. As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor 2-Year.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall-

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30-days within the discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30-days of notification a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30-days of notification to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperfomed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

- (1) The rights and remedies of the Government provided in this clause-
- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
 - (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.
- (2) Within 15-days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at TBD - affected location.
- (3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.
- (4) This clause shall not be construed as obligating the Government to increase the contract price.
- (5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-
- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 - (B) Correct defects as directed under paragraph (b)(4) of this clause; or
 - (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.
- (ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.
- (6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-
- (i) Obtain detailed recommendations for corrective action and either-
 - (A) Correct the supplies or services; or
 - (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
 - (ii) Obtain applicable data and reports; and
 - (iii) Charge the Contractor for the costs incurred by the Government.
- (End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
 - (b) The use in this solicitation or contract of any 30 (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (End of clause)

HOMELAND SECURITY ACQUISITION REGULATION – PROVISIONS and CLAUSES

Solicitation Provisions and Clauses in Full-Text & Incorporated by Reference:

3052.212.70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (MAR 2023)

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:

- (b) *Clauses.*

- X 3052.203-70 Instructions for Contractor Disclosure of Violations.
- X 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- X 3052.204-71 Contractor Employee Access.
- X 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- X 3052.215-70 Key Personnel or Facilities.
- X 3052.228-70 Insurance.
- X 3052.236-70 Special Provisions for Work at Operating Airports.
- X 3052.242-72 Contracting Officer's Representative.
- X 3052.247-70 F.O.B. Origin Information, **(CLIN 0010 MSEDs Scanners, Only)**
- X 3052.247-72 F.O.B. Destination Only, **(All CLINs, except CLIN 0010)**

(End of clause)

(End Provisions and Clauses)

Section E - TSA SPECIAL REQUIREMENTS AND INSTRUCTIONS

E1. Packaging and Marking Requirements for Transportation Security Screening Equipment Under Production and/or Existing Maintenance Services (SEP 2020)

A. Government Property Management

For existing Government Property under this contract, the Contractor shall not relocate and/or ship Government Property without prior notification to and approval from the Government Property Administrator (GPA). The GPA has authority only to provide instructions concerning the relocation and shipment of such property and required government paperwork. These instructions do not constitute a "change" to the contract's requirements within the meaning of that term as defined by the "Changes" clause of this contract. The Contracting Officer's Representative (COR) shall be included on all correspondence between the Contractor and GPA.

B. Packaging and Marking

The Contractor shall preserve, pack, and mark all supplies to be furnished under this contract in accordance with standard practices as defined in ASTM-D-3951 (Standard Practice for Commercial Packaging) for the packaging of supplies and equipment for shipment or storage.

The Contractor shall ensure that packaging meets Department of Transportation/ International Aviation Transport Association standards outlined in 49 CFR and is sufficient to prevent damage or deterioration to supplies and ensure packaging can sustain more than one shipment to minimize cost to the government. The Contractor shall be fully liable for any damage, diminution in value, or losses incurred during shipment, handling, and installation that is attributed to improper packaging.

The Contractor shall report any loss, stolen, or damaged equipment within 24 hours of the incident, along with an incident report as described herein. In addition, if this contract is to acquire new Transportation Security Equipment (TSE) or provides qualifying peripherals (defined as those meeting the acquisition cost threshold of \$5,000.00 or that have the ability to store Sensitive Security Information (SSI)) in support of a repair under a maintenance contract, the Contractor shall ensure a "TSA Form 251/251-1 – Vendor Shipping and Receiving Report" is processed and included in each shipment. Existing equipment shall include a Department of Defense (DoD) "Requisition and Invoice/Shipping Document" Form 1149 in accordance to

contract specifications.

C. Marking of Deliverables

The Contractor shall mark all deliverables on the outside of the packaging with the following:

1. TSA Contract and/or Order Number and modification number, if applicable
2. Contractor's Name and Address
3. List of Contents
4. Date of Submittal

D. Storage Requirements

If this contract is to acquire TSE or provides qualifying peripherals in support of a repair under a maintenance contract, the Contractor shall identify any unique storage requirements for the unit(s) and related equipment. All materials will be packaged and marked in accordance with ASTM-D-3951. In addition, each unit, intermediate, and exterior container will be clearly marked to identify contents.

E. Marking of Reports

The Contractor shall mark all reports as follows:

1. TSA Contract and/or Order Number and modification number, if applicable
2. Report Title
3. Date of submittal
4. Distribution

F. Equipment/Parts Shipping Requirements

If this contract is to acquire TSE or provides qualifying peripherals in support of a repair under a maintenance contract: Upon award, the Contractor shall request TSA barcodes from the GPA. Prior to packaging, the Contractor shall ensure TSA barcode(s) are physically attached on the units and peripherals each meeting the acquisition cost threshold of \$5,000.00 or that have the ability to store SSI. The Contractor shall request exact placement instructions of TSA barcodes with the GPA and COR.

The balance of the term applies to equipment and maintenance. The Contractor shall coordinate all inbound and outbound shipments and moves of government property with the GPA and the COR. The Contractor shall ship units F.O.B Destination for locations within the United States and U.S. Territories (if not instructed otherwise by the Contracting Officer in advance to ship elsewhere). The Contractor shall provide the Government with tracking information for all government property in transit.

The Contractor shall clearly identify the serial number on several sides of the crate/package. The Contractor shall notify the GPA if the equipment does not have a barcode. The serial number shall be clearly identified on the top and at least two sides of the crate/package.

The Contractor shall provide the following documents when shipping systems:

- Safety Data Sheet in accordance with Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) (29 CFR 1910.1200(g) and Federal Acquisition Regulation (FAR) 52.223-3 – Hazardous Material Identification and Material Safety Data; and Federal Standard No. 313, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities; or an official letter affirming that the shipment does not contain radioactive/hazmat materials
- Standard Configuration Report which shall include the following:

- o Picture of the Equipment
- o Manufacturer
- o Model Number
- o Description
- o Standard (TSA Barcode Number, Acquisition Costs, Peripherals, Allocated Other Direct Cost, Expensed, etc.)
- o Networking & Integration Equipment

If a contract/order is modified to have the Contractor upgrade the system, to provide additional equipment or provide qualifying peripherals in support of a repair under a maintenance contract, an updated configuration report must be submitted.

- "Vendor Shipping and Receiving Report" (TSA Form 251/251-1)
 - o The Contractor shall complete and submit TSA Form 251 to the GPA no later than one business day after successful Factory Acceptance Test (FAT) and a revised TSA Form 251 upon successful Site Acceptance Test (SAT).
 - o The Contractor shall complete and submit TSA Form 251 to the GPA no later than one business day after successful Operational Readiness Test (ORT) for hardware upgrades/replacements over the \$5,000 threshold or have the ability to store SSI.
 - o The Contractor shall complete and submit a TSA Form 251-1 (as needed) for additional equipment associated with the main unit.
 - o Equipment being replaced or refurbished (threshold of \$5,000.00 and above) must be identified on the TSA Form 251 (by manufacturer, make, model, serial number, and TSA barcode number). The TSA Form 251 must also identify the equipment being replaced by manufacturer, make, model, serial number, and TSA barcode number).
- Department of Defense (DoD) "Requisition and Invoice/Shipping Document" Form DD-1149. A DD-1149, most current version, is required on all government-owned equipment being moved by the Contractor (this excludes the initial shipment from the OEM after FAT). The Contractor shall email this form to the GPA and COR for approval 3-5 business days prior to the movement of TSA equipment. The form shall include an itemized listing with description, make, model, serial number, full TSA barcode (if applicable), and contract/order number.
 - o The subject line of the email and the DD-1149 file name shall both follow the below structure.
 - 1) From airport to depot: SerialNumber_Dateinblock5_ Site/location code _to_OEMName (e.g. 30787 21JUN2016 LRD to "OEM name".docx; 21020041010 17JUNE2016 ORD to "OEM name".docx).
 - 2) From depot to airport: SerialNumber_Dateinblock5_ OEMName_to_Site/location code (e.g. 54371 27JUN2016 "OEM name" to MHT; 53491_23Jun2016_ "OEM name" to DVL).
- Block_1) From: Full Name Location including and Site Code_Full Shipping Address and 2 POCs (Name, Email Address, and Telephone Number)
- Block_2) To: Full Name Location including and Site Code_Full Shipping Address and 2 POCs (Name, Email Address, and Telephone Number)
- Block_3) Ship to: Mark for: (Only used to hold equipment for temporary storage location within one business day.)
- Block_4) Appropriation Symbol and Subhead: Manufacturer, make, model, SN#/TSA barcode number/condition code; quantity, type of container, container numbers
- Block_5) Requisition Date: (Always the date the document is being sent)

- Block_7) Date Material Required: (Date equipment needs to be at designation)
- Block_8) Priority (e.g. Standard or Expedite)
- Block_9) Authority or Purpose: (Contract Number and/or Task Order Number; TSA Loan Agreement (if applicable))
- Block_12) Date Shipped: (Always the date equipment shipped)
- Block_13) Mode of Shipment: Ground and or Water (E.g. Carrier Name, Driver's Name, Driver's Cell Number, Truck Number, Trailer Number)
- Block_18) Issued by: (Full Name of Person completing DD-1149), (Total containers, type of containers, description, total weight)

The Contractor is responsible for safeguarding government property at all times until the Government takes possession in shipment, warehouses, manufacturer's depot, and/or loading/unloading to/from site locations including installations/decommissions, as applicable.

- The Contractor shall submit an incident report (including pictures) to the Contracting Officer, COR, and GPA for any government property loss, damage, destruction, or theft (from negligence, misuse, dishonesty, or willful destruction) within 24 hours of the incident.

The Contractor incident report shall, at a minimum, contain the following information:

1. Date of Incident
2. OEM/Manufacturer, Make, Model, Serial Number (if applicable), TSA Barcode Number (if applicable) (e.g. #057000000xxxxx), Condition Code (e.g. 1 = New (never been installed), 4 = Used (installed at least once), 7 = Need Evaluation/Repair or X = Final Disposition/Disposal), Requisition and Invoice/Shipping Document/Government Paperwork, and quantity
3. Contract and/or Order Number
4. Cause and Corrective Action taken or to be taken to prevent recurrence
5. Copies of all supporting documentation (including pictures)
6. Last known location of the property
7. A statement that the property did or did not contain hazardous material, and if so, that the appropriate agencies were notified.

TSA Government Property Administrator for TSE

Email address: TSA_APM_Government_Property_Management@tsa.dhs.gov

E2. TSA-RQMTS: REQUIRED CONTRACTOR PROPERTY DELIVERY REPORTING (SEP 2020)

For other than Transportation Security Equipment and/or related maintenance, all property purchased as a requirement of or authorized by this contract is government property, and the Contractor shall provide a completed TSA Form 251 "Vendor Shipping and Receiving Report" and the TSA Form 251-1 "Vendor Shipping and Receiving Report Extension" for each delivery of equipment under discrete Contract Line Item Numbers when applicable, to the Product Contracting Officer's Representative and to the Property Management Division using this email address at TSA-Property@tsa.dhs.gov. Expendable and/or consumable items delivered by the Contractor (items consumed in use or which are an integral part of another system, office supplies, paper, printer cartridges, etc.,) should not be submitted via these forms. All items including but not limited to all electronics or Information Technology equipment having a data storage capability (i.e., computers, servers, routers, switches, BlackBerrys, Personal Digital Assistants) and all firearms must be submitted by the Contractor via these forms within 24 hours

of the equipment being shipped to TSA or other designated site.

E3. TSA-RQMTS; TRANSPORTATION SECURITY EQUIPMENT PROPERTY MANAGEMENT CONTACT (SEP 2020)

The Government Property Administrator: The Government Property Administrator (GPA) for Transportation Security Equipment (TSE) is responsible for documenting and accounting for all property purchased under this contract. The GPA is the TSA point of contact for any questions concerning government property. The GPA has authority only to provide instructions concerning the relocation and shipment of such property. These instructions do not constitute a "change" to the contract's requirements within the meaning of that term as defined by the "Changes" clause of this contract. The Contracting Officer's Representative (COR) shall be included on all correspondence between the Contractor and GPA.

E4. TSA-RQMTS: CONTRACTOR PERSONNEL ACCESS TO TSA FACILITIES, INFORMATION AND/OR SYSTEMS (SEP 2020)

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

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

C. A fitness determination involves the following three phases:

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

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

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

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

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

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

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

G. Personnel Security.

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

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

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

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

H. Non-Disclosure Agreements.

1. All TSA contractor employees and consultants must execute a DHS Form 11000-6, Sensitive

But Unclassified Information Non-Disclosure Agreement (NDA) upon initial assignment to TSA and before being provided access to TSA "sensitive and/or mission critical information." The original NDA will be provided to the TSA contracting officer's representative for retention for the duration of the contract.

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

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

E5. 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.

E6. 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: 24 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.

E7. 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 the COR.

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 [*Enter the name of the airport "permitting" office POC to include phone # and email address at the airport*]

C. The Contractor must have approved insurance on file with the airport. 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 liability insurance, the amount to be determined by the airport. Companies who require tools and/or equipment, and airfield access must have a minimum of amount to be determined by the airport of liability insurance. Air Carrier Operating Permits and Leases may have additional insurance coverage requirements.

E8. 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.

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

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

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

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

PERSONAL SERVICES

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

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

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

E9. 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.

E10. 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

E11. 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.

E12. 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.

E13. 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.

E14. TSA-INSTR: NOTICE TO OFFERORS/CONTRACTORS CONCERNING TRADE AGREEMENTS TERMS APPLICABILITY TO THE TRANSPORTATION SECURITY ADMINISTRATION (MAR 2021)

A. With respect to the following Federal Acquisition Regulation (FAR) provisions and clauses listed directly below (which the Contracting Officer has included herein as applicable):

FAR 52.225-1 "Buy American Act—Supplies,"
FAR 52.225-2 "Buy American Act-Certificate,"
FAR 52.225-3, "Buy American-Free Trade Agreements-Israeli Trade Act,"
FAR 52.225-4, "Buy American-Free Trade Agreements-Israeli Trade Act Certificate,"
FAR 52.225-5 "Trade Agreements,"
FAR 52.225-6 "Trade Agreements Certificate,"
FAR 52.225-9 "Buy American Act—Construction Materials,"
FAR 52.225-10 "Notice of Buy American Act Requirement-Construction Materials,"
FAR 52.225-11 "Buy American Act—Construction Materials under Trade Agreements," and
FAR 52.225-12, "Notice of Buy American Act Requirement—Construction Materials under Trade Agreements"

Offerors are hereby notified that the TSA is subject to the World Trade Organization Government Procurement Agreement and the countries it includes as presently defined in FAR 25.003. Otherwise, the only other trade agreements that presently cover the TSA are the US-Mexico-Canada Free Trade Agreement and the U.S.-Chile Free Trade Agreement. Offerors must analyze their intended offerings proposals and provide information in response to the required FAR 52.225- series provisions accordingly.

The European Union participation is as defined at
http://www.wto.org/english/thewto_e/countries_e/european_communities_e.htm

B. In applying the Buy American Act, the Transportation Security Administration advises offerors that, as it affects Federal Acquisition Regulation (FAR) Sub-part 25.4 "Trade Agreements" requirements and the associated contract clauses and provisions at:

FAR 52.225-1 "Buy American Act—Supplies,"
FAR 52.225-2 "Buy American Act-Certificate,"
FAR 52.225-3, "Buy American-Free Trade Agreements-Israeli Trade Act,"
FAR 52.225-4, "Buy American-Free Trade Agreements-Israeli Trade Act Certificate,"
FAR 52.225-5 "Trade Agreements,"
FAR 52.225-6 "Trade Agreements Certificate,"

Only domestic products or products from Canada, Mexico, and/or Chile which can be treated as a "eligible product" as defined in FAR 25.003 due to the sole applicability, respectively, of the US-Mexico-Canada Free Trade Agreement and the U.S.-Chile Free Trade Agreement are acceptable for offer under a solicitation or delivery under a contract that specifies the delivery of products in the Federal Supply Class (FSC) code 8300 series "Textiles, Leathers, Furs, Apparel and Shoes, Tents and Flags" and the FSC 8400 series "Clothing and Individual Equipment."

NOTIFICATION OF CLASSIFIED CONTRACT

- (a) Clearance Level. This contract requires security clearance at the SECRET level.
- (b) Access to Classified Information. Contractor personnel are required to have access to classified information at the SECRET level.
- (c) Place of Performance. The location of performance where classified information will be accessed, produced, safeguarded, or stored is as identified in Section C.2.1 of this contract.

The Contractor will access classified material at TSA facilities as identified in Section C.2.1 of this contract.

The Contractor will store and safeguard classified material as identified in Section C.2.1 of this contract in support of program office requirements. If the Contractor supports other government agencies on classified contracts, the TSA classified material shall be stored alone in a separate, GSA-approved safe. Classified information pertaining to other government agencies shall

not be stored with the TSA classified information.

E15. TSA-INSTR: AVAILABILITY OF INTERNAL APPEAL PROCESS PER FAR 33.103 (MAY 2021)

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

CONTRACT ADMINISTRATION INFORMATION

E16. TSA-INSTR – TSA CONTRACTING OFFICER (MAR 2023)

The Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this contract, issue orders, obligate funds and authorize the expenditure of funds, and notwithstanding any term contained elsewhere in this contract, such authority remains vested solely in the Contracting Officer. (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.) In the event, the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

The following TSA Contracting Officer is assigned to this contract;

NAME: TOYIA LEWIS
PHONE NUMBER: TBD
EMAIL: TOYIA.LEWIS@TSA.DHS.GOV

E17. 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 COR:
NAME: Provided upon award
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.

E18. TSA-INSTR: SUBMISSION OF INVOICES (MAY 2022)

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

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

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

1. Address to mail invoices:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

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

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

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

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

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

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

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

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

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

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

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

Frequency of Invoice Submission. *Invoices shall be submitted in accordance with the payment schedule in the statement of work.*

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.

E19. TSA-INSTR: SUBMISSION OF INVOICES ALTERNATE I (SEP 2020)

Invoices for Transportation Security Equipment, related peripheral equipment, and/or associated services (e.g. site surveys, site preparation, upgrades, shipping, temporary storage, travel, testing, rigging, installation, integration, and networking) shall:

1. Be submitted with TSA Form 251/251-1, Vendor Shipping and Receiving Report for all equipment (base unit and peripheral equipment) signed by the COR with a cost of at least \$5,000 including any equipment with data storage billed on the invoice.

2. Cite the site code, site name, location, serial number(s) and full TSA barcode number(s) of the equipment or peripheral equipment. For associated service(s), cite the serial number(s) and TSA barcode number(s) of the equipment or peripheral equipment for which the service(s) were provided. If the serial number(s) and TSA barcode number(s) are cited on supporting documentation rather than the invoice, the invoice must state, "See attached (title of supporting documentation) for detail."

(End TSA Special Instructions and Requirements)

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

Short Text Attachments:

Title	Description	Short Text		
Attachment A	CDRLs/DIDs	Contract Data Requirements List - Listed in SOW Section 3.18, provided upon request.		
Attachment B	Airport Points of Contact	Provided upon award.		
Attachment C	Airport List Operational Hours	Provided upon award.		
Attachment D	TSE Metrics and Definitions and RMA	Provided upon request.		

	Metrics			
Attachment E	SLA Performance Metrics	Provided upon request		
Attachment F	Subcontracting Plan	Approved Plan, to be incorporated upon award.		
Attachment G	Price Template	Attached		

Section V: Solicitation Provisions

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) Representations.

(1) The Offeror represents that it does, 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The *Offeror* shall complete only paragraph (b) of this provision if the *Offeror* has completed the annual representations and certification electronically in the *System for Award Management (SAM)* accessed through <https://www.sam.gov>. If the *Offeror* has not completed the annual representations and certifications electronically, the *Offeror* shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a *small business concern* that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the *United States* and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not *offer* himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an *immediate owner* of the *offeror*, or that owns or controls one or more entities that control an *immediate owner* of the *offeror*. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the *offeror*, that has direct control of the *offeror*. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an *inverted domestic corporation* under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any *end product* in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural *Supplies*;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal *Products*, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry *Products*;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an *end product* is assembled out of *components*, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the *place of manufacture*.

Predecessor means an entity that is replaced by a *successor* and includes any *predecessors* of the *predecessor*.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L.

110-174). *Restricted business operations* do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "*Sensitive technology*"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a *small business concern*—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

- (1) Means a concern, including its *affiliates*, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this *solicitation*.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a *small business concern* under the size standard applicable to the *acquisition*, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the *United States*; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another *subsidiary* of a parent corporation

Successor means an entity that has replaced a *predecessor* by acquiring the assets and carrying out the affairs of the *predecessor* under a new name (often through *acquisition* or merger). The term "*successor*" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the *successor* for the liabilities of the *predecessor* may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a *small business concern*—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a *small business concern*—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a *small business concern* that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the *United States*, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

- (1) *Annual Representations and Certifications*. Any changes provided by the *Offeror* in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The *offeror* has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the *Offeror* verifies by submission of this *offer* that the

representations and certifications currently posted electronically at FAR 52.212-3, *Offeror Representations and Certifications-Commercial Products and Commercial Services*, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this *solicitation* (including the business size standard(s) applicable to the NAICS code(s) referenced for this *solicitation*), at the time this *offer* is submitted and are incorporated in this *offer* by reference (see FAR 4.1201), except for paragraphs ___.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the *United States* or its *outlying areas*, or when the *contracting officer* has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It is, is not a *small business concern*; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned *small business concern*.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that—

(i) It is, is not a *service-disabled veteran-owned small business concern*; or

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each *service-disabled veteran-owned small business concern* participating in the joint venture shall provide representation of its *service-disabled veteran-owned small business concern* status.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it is, is not a *small disadvantaged business concern* as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not a

women-owned *small business concern*.

(6) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity*

identifier of each party to the joint venture:
_____.]

- (7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]
- (8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.
- (9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____
- (10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—
- (i) It is, is not a *HUBZone* small business concern listed, on the date of this representation, as having been certified by SBA as a *HUBZone* small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of *HUBZone* residents of 35 percent of its employees during performance of a *HUBZone* contract (see 13 CFR 126.200(e)(1)); and
- (ii) It is, is not a *HUBZone* joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each *HUBZone* small business concern participating in the *HUBZone* joint venture shall provide representation of its *HUBZone* status.
- (d) Representations required to implement provisions of Executive Order 11246—
- (1) Previous contracts and compliance. The offeror represents that—
- (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has, has not filed all required compliance reports.
- (2) *Affirmative Action Compliance.* The offeror represents that—
- (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard

Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The *offeror* need not report regularly employed officers or employees of the *offeror* to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, *Buy American-Supplies*, is included in this *solicitation*.)

(1)

- (i) The *Offeror* certifies that each *end product* and that each domestic *end product* listed in paragraph (f)(3) of this provision contains a critical *component*, except those listed in paragraph (f)(2) of this provision, is a domestic *end product*.
- (ii) The *Offeror* shall list as foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror* shall also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
- (iii) The *Offeror* shall separately list the *line item numbers* of domestic *end products* that contain a critical *component* (see FAR 25.105).
- (iv) The terms "*commercially available off-the-shelf (COTS) item*," "*critical component*," "*domestic end product*," "*end product*," "*foreign end product*," and "*United States*" are defined in the clause of this *solicitation* entitled "*Buy American-Supplies*."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic *end products* containing a critical *component*:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American-Free Trade Agreements-Israeli Trade Act*, is included in this *solicitation*.)

(i)

(A) The *Offeror* certifies that each *end product*, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic *end product* and that each domestic *end product* listed in paragraph (g)(1)(iv) of this provision contains a critical *component*.

- (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end product*," "*commercially available off-the-shelf (COTS) item*," "*critical component*," "*domestic end product*," "*end product*," "*foreign end product*," "Free Trade Agreement country," "Free Trade Agreement country *end product*," "*Israeli end product*," and "*United States*" are defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
- (ii) The *Offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country *End Products* (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or *Israeli End Products*:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The *Offeror* shall list those *supplies* that are foreign *end products* (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The *Offeror* shall list as other foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign *end products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror* shall also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign *End Products*:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

- (iv) The *Offeror* shall list the *line item numbers* of domestic *end products* that contain a *critical component* (see FAR [25.105](#)).

Line Item No. ____

[List as necessary]

- (v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).
- (2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If *Alternate II* to the clause at FAR [52.225-3](#) is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

- (3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If *Alternate III* to the clause at 52.225-3 is included in this *solicitation*, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The *offeror* certifies that the following *supplies* are Free Trade Agreement country *end products* (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *end products*) or Israeli *end products* as defined in the clause of this *solicitation* entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country *End Products* (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian *End Products*) or Israeli *End Products*:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this *solicitation*.)
- (i) The *offeror* certifies that each *end product*, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country *end product*, as defined in the clause of this *solicitation* entitled "Trade Agreements."
- (ii) The *offeror* shall list as other *end products* those *end products* that are not U.S.-made or designated country *end products*.

Other *End Products*:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25. For *line items* covered by the WTO GPA, the Government will evaluate *offers* of U.S.-made or designated country *end products* without regard to the restrictions of the Buy American statute. The Government will consider for award only *offers* of U.S.-made or designated country *end products* unless the *Contracting Officer* determines that there are no *offers* for

such *products* or that the *offers* for such *products* are insufficient to fulfill the requirements of the *solicitation*.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the *simplified acquisition threshold*.) The *offeror* certifies, to the best of its knowledge and belief, that the *offeror* and/or any of its principals—

- (1) Are, are not presently debarred, suspended, proposed for *debarment*, or declared *ineligible* for the award of contracts by any *Federal agency*;
- (2) Have, have not, within a three-year period preceding this *offer*, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of *offers*; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this *offer*, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) *Examples*.
 - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. *Should* the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
---------------------------	-----------------------------------

_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the

course of normal business operations;

- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the *offeror* does not certify to the conditions in paragraph (k)(1) or (k)(2) and the *Contracting Officer* did not attach a Service Contract Labor Standards wage determination to the *solicitation*, the *offeror* shall notify the *Contracting Officer* as soon as possible; and
- (ii) The *Contracting Officer* may not make an award to the *offeror* if the *offeror* fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the *Contracting Officer* as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the *offeror* is required to provide this information to the SAM to be eligible for award.)

- (1) All *offerors* must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the *offeror's* relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the *offeror's* TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the *United States* and does not have an office or place of business or a fiscal paying agent in the *United States*;

Offeror is an agency or instrumentality of a foreign government; *Offeror* is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its *offer*, the *offeror* certifies that the *offeror* does not conduct any *restricted business operations* in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an *inverted domestic corporation*, or a *subsidiary* of an *inverted domestic corporation*, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

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

(i) It is, is not an *inverted domestic corporation*; and

(ii) It is, is not a *subsidiary* of an *inverted domestic corporation*.

(o) Prohibition on *contracting* with entities engaging in certain activities or transactions relating to Iran.

(1) The *offeror* shall e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its *offer*, the *offeror*—

(i) Represents, to the best of its knowledge and belief, that the *offeror* does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

- (ii) Certifies that the *offeror*, or any person owned or controlled by the *offeror*, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the *offeror*, and any person owned or controlled by the *offeror*, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency* Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This *solicitation* includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The *offeror* has certified that all the offered *products* to be supplied are designated country *end products*.

(p) *Ownership or Control of Offeror*. (Applies in all *solicitations* when there is a requirement to be registered in SAM or a requirement to have a *unique entity identifier* in the *solicitation*).

(1) The *Offeror* represents that it has or does not have an *immediate owner*. If the *Offeror* has more than one *immediate owner* (such as a joint venture), then the *Offeror shall* respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the *Offeror* indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the *immediate owner* owned or controlled by another entity: Yes or No.

(3) If the *Offeror* indicates "yes" in paragraph (p)(2) of this provision, indicating that the *immediate owner* is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law*.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered *suspension* or *debarment* of the corporation and made a determination that *suspension* or *debarment* is not necessary to protect the interests of the Government; or

- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the *conviction*, unless an agency has considered *suspension* or *debarment* of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The *Offeror* represents that—

- (i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all *solicitations* that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

- (1) The *Offeror* represents that it is or is not a *successor* to a *predecessor* that held a Federal contract or grant within the last three years.
- (2) If the *Offeror* has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all *predecessors* that held a Federal contract or grant within the last three years (if more than one *predecessor*, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

- (s) [Reserved].
- (t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all *solicitations* that require *offerors* to register in SAM ([12.301\(d\)\(1\)](#)).
- (1) This representation *shall* be completed if the *Offeror* received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the *Offeror* received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
- (2) Representation. [*Offeror* to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
 - (i) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
 - (ii) The *Offeror* (itself or through its *immediate owner* or *highest-level owner*) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
 - (iii) A publicly accessible website includes the *Offeror's* own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the *Offeror* checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the *Offeror* shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

- (1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (*Classified Information Nondisclosure Agreement*), Form 4414 (*Sensitive Compartmented Information Nondisclosure Agreement*), or any other form issued by a Federal department or agency governing the nondisclosure of *classified information*.
- (3) *Representation*. By submission of its *offer*, the *Offeror* represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

- (1) 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".
- (2) The *Offeror* represents that—
 - (i) It does, 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.
 - (ii) After conducting a *reasonable inquiry* for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any 30 (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**SUBMISSION REQUIREMENTS I
INSTRUCTIONS TO OFFERORS**

In order to be eligible for award, offers submitted must provide all information specified herein. Those offers that fail to furnish the required information, or reject the terms and conditions of the solicitation may be excluded from consideration. Pages that exceed the page limitation will not be evaluated which in turn could result in a negative or poor evaluation of the submitted offer not meeting the page limitations.

The TSA will not be liable for any costs incurred by the Offeror in preparation of a submitted offer in response to this Request for Proposal (RFP), in conduct of a presentation, or any other activities related to responding to this Request for Proposal. Offers must include the information listed below. Offers not conforming to these requirements may be rejected. The submitted offer shall consist of the following sections at the table below:

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Mar 2023) *(This clause 52.212-1 has been tailored to this specific requirement IAW FAR 12.302)*

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (11) Solicitation guidelines and page limitations are noted in the table below.

Table 1.1 – Proposal Content Submission

Evaluation Factors	Proposal Submission Criteria
Factor I – Qualified MSEDs	Offerors must provide all of the following;

<p>Product</p> <p><i>(Qualified MSEDs Product complaint with Buy American Act or Trade Agreements Act)</i></p>	<p>I. Offerors shall include a certification statement of their ability to provide the required MSEDs and its mission on the TSA Qualified Products List (QPL).</p> <p>II. Offerors shall certify compliance with FAR Part 25, specifically the Buy American Act or Trade Agreement. Offerors shall complete all required documentation in accordance with the provisions, terms and conditions of the solicitation. This acquisition is subject to FAR 25.1 and 25.4, but only specific countries as listed in the TSA Notice to Offerors or Contractors Concerning Trade Agreements. To determine whether Offerors are compliant with the Buy American or Trade Agreement Act, Offerors shall provide;</p> <p style="padding-left: 40px;">a. a confirmation of the country in which the MSEDs and ancillary equipment are manufactured; and,</p> <p style="padding-left: 40px;">b. completed required documentation in accordance with the provisions terms and conditions of this solicitation.</p> <p>II. Offerors shall submit a signed SF1449 that demonstrates the Offeror's agreement to comply with all SOW tasks and solicitation terms and conditions without exceptions or assumptions.</p> <p><i>Page Limitation: 5 pages</i></p>								
<p>Factor II - Operational Throughput (minimum 674 bags per/hour)</p>	<p>Offerors shall provide the following;</p> <p>I. Offerors shall include a self-certification statement documenting that the capability of the proposed EDS system meets the required operational throughput of at least 674 bags per hour.</p> <p><i>Page Limitation: 1 page</i></p>								
<p>Factor III - Price</p>	<p>Offerors shall provide the following;</p> <p>I. Offerors shall provide pricing* for all CLINs listed in in Section A.6. in the Attachment G Spreadsheet provided. Pricing shall be valid for the life of the contract.</p> <p>II. Offerors shall fill out both Tabs A and B of Attachment G – Factor 3 Price Template.</p> <p>For pricing associated with:</p> <p style="padding-left: 40px;">a. Option CLIN 0010, MSEDs Scanners, shall be proposed as F.O.B. Origin. All other equipment CLINs shall be proposed as F.O.B. Destination.</p> <p style="padding-left: 40px;">b. Option CLIN 0020 (Ancillary Support), Offerors shall propose a single fully burdened hourly labor rate for each labor category (Identified in the table below) which shall be valid for the life of the contract and incorporated into the contract, as well indirect cost rates which will also be incorporated into the contract for future use as necessary.</p> <table border="1" data-bbox="496 1751 1507 1902"> <thead> <tr> <th>Labor Category</th> <th>Proposed Rate</th> </tr> </thead> <tbody> <tr> <td>Network Engineer 2</td> <td>\$</td> </tr> <tr> <td>Network Engineer 3</td> <td>\$</td> </tr> <tr> <td>Field Service Tech 2</td> <td>\$</td> </tr> </tbody> </table>	Labor Category	Proposed Rate	Network Engineer 2	\$	Network Engineer 3	\$	Field Service Tech 2	\$
Labor Category	Proposed Rate								
Network Engineer 2	\$								
Network Engineer 3	\$								
Field Service Tech 2	\$								

	Field Service Tech 3	\$	
	Call Center Support	\$	
	Customer Service Tech Support	\$	
	Indirect Cost		Percentage
	General and Administrative (materials only)		%
	Materials Overhead (materials only)		%
	Profit (material only)		%
	<ul style="list-style-type: none"> The price proposal shall be submitted in MS Excel® and in ADOBE PDF® and decimal places shall only go out two places, rounding should not occur. 		
	<p><i>Page Limitation: No Page Limitation.</i></p> <p><i>* Supplier quotes for major system components are not required at this time, however, the Government reserves the right to request supplemental cost and pricing information if it deems such information is necessary to make a fair and reasonable pricing determination.</i></p>		
	Other Submission Information:	<p>I. Administrative Data - Cover Letter</p> <p>II. Offerors shall prepare and submit a proposed small business subcontracting plan, in accordance with FAR 52.219-8 and FAR 52.219-9. If there are no small business subcontracting opportunities, then the Offeror must attest to this in the submitted proposal.</p> <p><i>No Page Limitation.</i></p>	

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Questions are due August 24, 2023, 12:00 pm Eastern Time.

(e) Proposals are due September 6, 2023, 12:00 pm Eastern Time.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before

award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(m) The following instructions cover the preparation and submittal of the offeror's proposal for this solicitation. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined to be unacceptable and therefore not eligible for award. If a joint venture arrangement exists for this acquisition, the offeror shall provide a copy of the joint venture agreement that is signed and dated by all joint venture members as part of the proposal submission.

Proposals shall be submitted to the Government in separate Sections as set forth below:

Section	PageLimitations	Description
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<i>Other Submission Information</i>	<i>No Limit</i>	<i>Administrative Data</i> <i>Small Business Participation/Opportunities</i>
<i>Factor I – Qualified MSEDs Product</i>	<i>5</i>	<i>Technical Qualifications:</i> <ul style="list-style-type: none"> • <i>Signed SF1449,</i> • <i>TSA Qualifications Products Certification,</i> • <i>Buy American or Trade Agreements Compliance</i>
<i>Factor II – Operational Throughput</i>	<i>1</i>	<i>Operational Throughput (minimum bags/hour)</i>
<i>Factor III – Price</i>	<i>No Limit</i>	<i>Price Template</i>

In addition to the page limitations set forth above, proposals should comply with the following format:

- (1) Each section shall be marked appropriately, *i.e. Other Submission Information, Factor I – Qualified MSEDs Product, Factor II – Qualified Operational Throughput, Factor III - Price*, with the RFP number and the offeror's name and address. Proposals shall be in the English language and all monies shall be proposed in United States dollars. Print should be no smaller than a font size of 12 and should be on 8 ½" x 11" paper. Charts, graphs or spreadsheets may be on fold-out pages, but must fold within the page size specified and will count as one page. Each section within the proposal shall be separately identified. Margins shall be no smaller than 1 inch and each page shall be numbered consecutively. Elaborate formats or color presentations are not desired or required.
- (2) Each page containing proprietary information should be so marked.
- (3) The following must be stamped, at the bottom, or in the footer of each page:
"SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104 FOR OFFICIAL USE ONLY "
- (4) Proposals received are subject to the requirements specified in Addendum to FAR 52.212-1.

1.0 Points of Contact

Any request regarding this Solicitation shall solely be directed to the Contract Specialist and Contracting Officer listed. Contacts to other Government personnel or non-Government advisors is strictly prohibited. The Contract Specialist and the Contracting Officer are the only persons authorized to release information regarding this solicitation.

Table L.1 – Points of Contact	
<i>Contract Specialist</i>	<i>Name: Ericka Landry</i> <i>Telephone: 571-227-4504</i> <i>Email: Ericka.landry@tsa.dhs.gov</i>
<i>Contracting Officer</i>	<i>Name: Toyia Lewis</i> <i>Telephone: 571-227-1927</i> <i>Email: Toyia.Lewis@tsa.dhs.gov</i>

2.0 Questions and Amendments

All questions or concerns regarding any aspect of this RFP shall be submitted electronically to the Contracting Officer at,

Toyia.Lewis@tsa.dhs.gov and Ericka.landry@tsa.dhs.gov no later than 12:00 p.m. Eastern Time (ET) on Thursday, August 24, 2023.

The specific section of the RFP to which each question relates shall be identified when submitting questions. Reference should be made to the RFP's section heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel® file following a format similar to the table below:

Table L.2 – Questions Format			
Question No.	Reference	Question Category	Question
#	RFP, SOW, or Attachments, and Section	Contract or Technical	Question

3.0 Errors, Omissions or Ambiguities

If the Contractor believes the RFP, including the instructions, contains an error, omission or ambiguity, or is otherwise unsound, the Contractor shall immediately notify the Contract Specialist and Contracting Officer in writing with supporting rationale.

4.0 Other Submission Information

In addition to the criteria set above at the Table 1.1, the Contractor shall submit the proposal(s) in Sections (separately identified).

4.1 Administrative Data

(Offeror Representations and Certifications are not restricted to this page limitation)

Cover letter. Should describe in a brief narrative from any features that the Offeror wishes identified before Government evaluation is initiated. Include a statement regarding acceptability of proposed contract schedule, clauses and general provisions, any recommendations, and any exceptions taken. In the event the Offeror takes any exceptions to, or sets any conditions for its Proposal under the subject solicitation, such exceptions or conditions shall be set forth in the cover letter which must be signed by a representative of the Offeror's company that has the legal authority to commit the company.

Provide the following information:

- a. Tax identification number (TIN)
- b. System for Award Management (SAM) Unique Entity Identification (EUID)
- c. Complete Business Mailing Address
- d. Cage Code
- e. NAICS Code
- f. Contact Name
- g. Contact Phone
- h. Contact Fax Number
- i. Contact email address
- j. GSA Schedule and Contract Number, if applicable

4.2 Small Business Subcontracting Participation - Not a Factor for Evaluation, but a requirement for

Award

- Offerors shall address their compliance with requirements specified under FAR 52.219-9, Utilization of Small Business Concerns (Oct 2022) and FAR 52.219-9.
- Offerors shall propose the level of participation of small businesses (as a small business prime and/or first tier small business subcontractors) in the performance of the acquisition. The DHS/TSA small business prime goals set forth below are provided for consideration in the development of individual Offeror Small Business Participation goals.

TSA Small Business Targets:

Category	Target Percentage
<i>Small Business</i>	24.5%
<i>Small Disadvantage Business</i>	11.5%
<i>Woman-Owned Small Business</i>	5%
<i>Historically Underutilized Business Zone</i>	3%
<i>Service-Disabled Veteran-Owned Small Business</i>	3%

- Any Large Business Offeror shall provide a separate Small Business Subcontracting Plan* meeting the requirement of FAR 52.219-9 and HSARS 3052.219-71 (or HSARS 3052.219-72) if the Offeror has a comprehensive subcontracting plan).
- The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a Large Business and will be incorporated into the resultant contract.

If a Summary Subcontracting Plan is submitted, but does not have the same cage code as the offeror, the offeror must clearly identify the direct relation between the offeror's cage code, and the one used for the Summary Plan, and provide supporting documentation.

**If no subcontracting opportunities are available for this procurement, the offeror shall provide in writing, a signed statement providing rationale as to why subcontracting is not possible with this procurement.*

5.0 Assumptions, Exceptions, or Dependencies

The Government does not encourage the Contractor to make assumptions or take exceptions from the requirements of the RFP. The Contractor is encouraged to submit questions via the process described in RFP to obtain any necessary clarifications. In the event that the Contractor does make assumptions or takes exceptions, the Contractor's Price Proposal must clearly and unambiguously identify all such assumptions, exceptions, or dependencies on which the Contractor's Proposal is based. Each assumption, exception or dependency shall be specifically related to a paragraph and/or specific section of the RFP. The Contractor shall provide rationale in support of any noted assumption, exception or dependency, explaining its effect in comparison to the RFP. This information shall be provided in the format with content as outlined in the table below.

Table L.4 – Assumptions, Exceptions, or Dependencies Format			
RFP Document	Paragraph/Page	Requirement/Portion	Rationale

<i>RFP, RFP Attachment (SOW, etc.)</i>	<i>Applicable paragraph and page number(s)</i>	<i>Identify the requirement or portion to which an assumption, exception or dependency is being taken.</i>	<i>Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government.</i>
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(End of provision)

SUBMISSION REQUIREMENTS II

EVALUATION and AWARD CRITERIA

52.212-2 – Evaluation Commercial Products and Commercial Services (Nov 2021)

(This clause 52.212-1 has been tailored to this specific requirement IAW FAR 12.302)

- (a) The Government intends to award a single contract, resulting from this solicitation, to the compliant and responsible offeror whose offer conforms to the solicitation and represents the Lowest Priced Technically Acceptable Offer. The formal source selection procedures outlined in FAR Part 12 & 15 shall apply to this RFP. In addition, the TSA intends on awarding a contract without communications but reserves the right to conduct communications as needed. If needed, communications may be written and/or oral, with specific Offerors only, and/or as circumstances warrant.

The following Evaluation Factors shall be used to evaluate offers:

Evaluation Factor No.	Description
1	Qualified MSEDs Product/ Compliance with Buy American Act or Trade Agreements Act
2	Operational Throughput
3	Price

Evaluation Criteria	
Factor 1 – Qualified MSEDs Product (Qualified MSEDs Product compliant with Buy American Act or Trade Agreements Act)	The Offeror's documentation will be evaluated on an Acceptable/ Unacceptable basis. If the TSA is not able to validate qualification of the proposed product and/or the offeror has not certified compliance with FAR Part 25, the quote will be assigned an "Unacceptable" rating and shall not be evaluated further or considered for award. Government will use existing TSA documentation and acquisition authorities to evaluate Factor 1 and assess whether the offeror is authorized and able to produce a qualified product compliant with FAR 25.402, and 25.5 requirements. Page Limitation: 5 pages
Factor 2 –	The Offeror's self-certification will be evaluated on an Acceptable/Unacceptable basis. TSA will use existing TSA documentation and will consult with internal

<p>Operational Throughput (min 674 Bags per Hour)</p>	<p>Government subject matter experts to validate throughput claims to evaluate Factor 2. If the TSA is not able to validate the proposed equipment's Operational Throughput, the quote will be assigned an "Unacceptable" rating and shall not be evaluated further or considered for award.</p> <p>Page Limitation: 1 page</p>
<p>Factor 3 – Price</p>	<p>The Government will evaluate Price by comparing the total evaluated price proposed in response to this solicitation.</p> <p>To evaluate CLIN 0020, Ancillary Support, the Government will use each Offeror's proposed fully burdened labor rates, General and Administrative costs, Material overhead costs, and proposed profit allowable, to calculate the extended price to complete evaluation of a sample ancillary task. The hours to be used for this calculation have been established in the Procurement Evaluation Plan, but are not disclosed here to ensure fair price analysis. The extended CLIN 0020 price will then be added to the total evaluated price.</p> <p>The total evaluated price will be the sum of:</p> <p>(a) All CLINs' (funded and optional) total extended price, using the Maximum quantities provided by the Government in the pricing table found in Tabs A and B of Attachment G – Factor 3 Price Template, and</p> <p>(b) The total of the sample task noted in the instructions to offerors.</p> <p>No page limitation, spreadsheet price proposal is required.</p>
<p>Other Submission Information <i>– (Other RFQ Requirements for proposal compliance)</i></p>	<p>The following is required to be considered a compliant quote:</p> <p>(a) Small Business Subcontracting Plan, and</p> <p>(b) Administrative Data</p> <p>No page limitation</p>

Basis of Award:

- (a) The Government intends to award this contract to the Lowest Priced Technically Acceptable Offeror. As such, the Government will first evaluate all proposals for technical acceptability (Factors 1 & 2), then the Government will evaluate the proposed price (Factor 3).
- (b) Offerors are placed on notice that any quotes that do not respond to all requirements in this solicitation may be rejected without further evaluation, deliberation or communication. The Government reserves the right to award without communications; but also reserves the right to conduct communications and to award on subsequent submission after communications. A quote in response to this RFQ shall contain the Offeror's best terms from a technical and price standpoint and represent the Offeror's best offer. Prior to award, the Contracting Officer shall make a responsibility

determination of the apparent award winner. Should the Offeror be deemed "not responsible", that Offeror shall be deemed ineligible, and the next lowest priced technically accepted offer shall be evaluated for responsibility and award.

- (c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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