SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
	84

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			70T05026R5900N005	6/24/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	EASTON, Mr. PAUL	571-227-2247	7/23/2026 13:00

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	NAICS / SIZE STANDARD
CONTRACTING AND PROCUREMENT 6595 Springfield Center Drive, Springfield, VA, 20598, US	70T050	☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A)	NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 488190 SIZE STANDARD: $40M

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
See schedule	TBD	Same as Issuing Office	

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TBD TELEPHONE NUMBER	TBD	TBD	TSA CG FINANCE CENTER 1430A Kristina Way Chesapeake VA 23326-1000	TSAFinCen

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See schedule below. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

(CONTINUATION OF SF 1449, BLOCK 20)

TSA GOLD +

COMMERCIAL SERVICES INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT SOLICITATION

SOLICITATION NUMBER: 70T05026R5900N005

ORDERING PERIOD: Ten (10) years from effective date of September 28, 2026.

CONTRACT TYPE: Multi-award Indefinite-Delivery Indefinite-Quantity (IDIQ), commercial services, fixed-price task orders and Blanket Purchase Agreements (BPA's).

SERVICES: Services needed by the Transportation Security Administration's (TSA) to implement the TSA Gold+ initiative. The TSA Gold+ requires a complete, turnkey solution to deliver and manage both security screening technology, including maintenance and a skilled workforce capable of screening passengers and their property at participating airports for explosives, weapons, and other prohibited items.

PART I – THE SCHEDULE

SECTION A – SOLICITATION / CONTRACT FORM

A.1 Form and Authority

(a) This contract is issued on Standard Form (SF) 1449, Solicitation / Contract / Order for Commercial Products and Commercial Services.

(b) This contract is awarded under the authority of FAR Part 12, Acquisition of Commercial Products and Commercial Services, and FAR Subpart 16.5, Indefinite Delivery Contracts.

(c) The terms and conditions of **FAR 52.212-4, Contract Terms and Conditions - Commercial Products and Commercial Services**, as supplemented by this contract, apply to all orders issued under this IDIQ.

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1 General

(a) The Contractor shall provide airport security screening services and related program management support on an IDIQ basis as described in Attachment 1, TSA Gold +Performance Work Statement (PWS), and any task order or BPA issued under this contract.

(b) Task orders and BPA's may be issued as:

(1) Firm fixed price

B.2 Contract Line Item Structure

CLIN 0001 – IDIQ Minimum Guarantee Task Order

Description: Initial task order to support IDIQ Contractor Forum and satisfy minimum guarantee.

Type: Firm fixed price

Quantity: 1 Lot

Price: $5,000

CLIN 0002 – Airport Screening Services

Description: Providing the management of security screening technology and skilled workforce capable of screening passengers and their property at participating airports for explosives, weapons, and other prohibited items.

Type: Firm fixed price

Quantity: 1 Lot

Price: As bid

CLIN 0002A – Incentives

Description: CLIN 0002A provides for the payment of financial incentives to the contractor for exceeding specified performance metrics under the contract. This CLIN is structured to allow for

incentive payments of up to 12% above the firm fixed price (FFP) established under CLIN 0002. Incentives will be awarded based on the contractor's achievement of outcome-based performance targets, as defined in the contract, and are intended to motivate exceptional performance in security, efficiency, customer service, and innovation. The total amount paid under CLIN 0002A, when combined with the base FFP, shall not exceed the contract preestablished ceiling for the applicable period.

Additional CLINs for screening services, management, transition, training, and other requirements may be defined at the task order level and tailored to the specific airport or location.

B.3 Minimum and Maximum

(a) Minimum: In accordance with FAR 52.216-22, TSA guarantees a minimum value of $5,000 in task order awards to each IDIQ contractor, satisfied via the initial minimum guarantee task order.

(b) Maximum: The total maximum value of all task orders issued under all awards to this IDIQ shall not exceed $12,900,000,000.

SECTION C – PERFORMANCE WORK STATEMENT

See Attachment 1 Performance Work Statement.

Special Contract Requirements:

MANDATORY TRAINING FOR CONTRACTORS WHO REQUIRE A PERSONAL IDENTITY VERIFICATION (PIV) CARD, ACCESS TO TRANSPORTATION SECURITY ADMINISTRATION (TSA) FACILITIES OR NETWORKS, OR OTHER GOVERNMENT RESOURCES (JUNE 2024)

The Contracting Officer's Representative has identified specified government training required for contractors who require a PIV card, access to TSA facilities or networks, or other government resources. Contractors are required to complete the assigned training as a necessary component of performance required under the contract.

The specific classes and time to complete each varies depending on the requirements of the contract and location of performance. However, the Government's estimate of the total time required to complete assigned classes is 12 hours annually. If the time necessary to complete the classes varies substantially from this estimate, the Contractor should notify the Contracting Officer to discuss appropriate consideration.

Contractor employees are responsible for providing required evidence of timely training completion when the Government assigns such training. Training includes, assigned training through the TSA On-Line Learning Center, attendance at seminars, symposia or user group conferences. Training will not be authorized for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art or for training contractor employees on equipment, computer languages and computer operating systems that are available on the commercial market or required by a contract. This includes training to obtain or increase proficiency in word processing, spreadsheets, presentations, and electronic mail.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

REQUIREMENTS FOR CONTRACTOR EMPLOYEES PERFORMING AT OR IN AIRPORT LOCATIONS (JUNE 2024)

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 **To be determined at the Task Order Level**

B. If this contract requires contractor performance involving work at airports or locations under the control of airport authorities, 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 **To be determined at the Task Order Level**

C. If the airport requires insurance, the Contractor must have approved insurance on file with **To be determined at the Task Order Level**. 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 To be determined at the Task Order Level** of liability insurance. Companies who require tools and/or equipment, and airfield access must have a minimum of **To be determined at the Task Order Level** of liability insurance. Air Carrier Operating Permits and Leases may have additional insurance coverage requirements.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

CONTINGENCY AND/OR CONTINUITY OF OPERATIONS SUPPORT OF TRANSPORTATION SECURITY ADMINISTRATION OPERATIONS (JUNE 2024)

A. The definitions of specific contingency or emergency-related terms can be found in the National Response Framework available from the National Response Framework Resource Center glossary at http://www.fema.gov/emergency/nrf/.

B. Force and effect of this requirement. The Contractor shall provide surge capacity, reestablish 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 in order to meet the requirements necessitated by occurrences or conditions as described in any of the following clauses:

1. "Excusable Delays" paragraph of FAR 52.212-4, "Contract Terms and Conditions - Commercial Products and Commercial Services" clause
2. FAR 52.249-14, "Excusable Delays" clause
3. Related conditions as described in other clauses such as FAR 52.249-8 "Default (Fixed-Price Supply and Service)", FAR 52.249-9 "Default (Fixed-Price Research

and Development)", or FAR 52.249-10 (Fixed-Price Construction)" when included in the contract.

C. 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 (CCG), FEMA National Continuity Programs" of February 2018. 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 CCG:
      a) Communications. In the case of an applicable incident or a notification per paragraph (D) "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 2(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 2(D) "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.

D. Response Requirement. The Contractor shall provide surge capacity to implement an increased workload within 48 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.

E. 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.

F. 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.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

SECTION D – PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate protection to ensure both, acceptance by common carrier and safe transportation at the most economical rate(s);
b) The Contractor shall be fully liable for any damage, deterioration, or losses incurred during shipment, handling, and installation which is attributable to improper packaging;
c) The Contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label;
d) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 2020-OS-0045 dated August 2021. (https://www.federalregister.gov/documents/2021/08/19/2021-17688/national-industrial-security-program-operating-manual-nispom-amendment); and
e) The Contractor shall place identical requirements on all subcontracts.

D.2 Sensitive Information Handling

(a) The Contractor shall protect all DHS and TSA sensitive information, including SSI and Controlled Unclassified Information (CUI), consistent with:

(1) HSAR 3052.240-71, 3052.240-72, and 3052.240-73; and

(2) Attachment C, SSI and Sensitive Information Handling Requirements.

(b) The Contractor shall ensure that:

(1) Physical and electronic media containing sensitive information are appropriately marked, stored, and safeguarded;

(2) Media that are to be transferred, reused, or disposed of are sanitized or destroyed using TSA approved methods; and

(3) Access to sensitive information is limited to authorized personnel with a valid need to know.

TRANSPORTATION SECURITY SCREENING EQUIPMENT PACKAGING AND MARKING (JUNE 2024)

The Contractor shall preserve, pack, and mark all supplies to be furnished under this contract in accordance with standard practices as defined in Title 49 of the Code of Federal Regulations as well as STM-D-3951 (Standard Practice for Commercial Packaging) for the packaging of supplies and equipment for shipment or storage.

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), 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.

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 Contractor shall mark all deliverables on the outside of the packaging with the following:

a. TSA Contract and/or Order Number
b. Contractor’s Name and Address
c. List of Contents
d. Date of Submittal
e. Serial number: The serial number shall be clearly identified on the top and at least two sides of the crate/package. The Contractor shall notify the GPA if the equipment does not have a barcode.

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.

PART II – CONTRACT CLAUSES AND ADMINISTRATION

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance – General

(a) FAR 52.212-4(a), Inspection and acceptance, applies.

(b) The Contracting Officer (CO) or Contracting Officer's Representative (COR) is responsible for inspection and acceptance of all services and deliverables under this contract and any task order.

(c) Acceptance of services will be based on:

(1) Conformance to Attachment 1, Gold+ PWS, and any task order specific PWS or addenda;

(2) Compliance with TSA SOPs, directives, and policies provided as Government Furnished Information; and

(3) Achievement of performance standards outlined in the Contractor Performance Management Plan (CPMP) and related performance measures.

(d) If services or deliverables do not conform to contract requirements, the Government may:

(1) Require the Contractor to reperform nonconforming services at no additional cost, when practicable and within the period of performance;

(2) Accept nonconforming services with an equitable price reduction; or

(3) Exercise other remedies under this contract, including termination in accordance with FAR 52.212-4(l) and (m).

E.2 Performance Monitoring

49 U.S.C. §44920 states that a Contractor may provide security screening services at an airport only if the Administrator determines and certifies to Congress that the level of security screening services and protection provided at the airport under the contract will be equal to or greater than the level that would be provided at the airport by Federal Government personnel.

The Government will use PMRs, assessment tools/processes, third-party audits, and other techniques to monitor and assess Contractor performance over the life of this contract.

Performance Management Reviews

The Contractor shall participate in recurring PMRs with the TSA. The frequency of these reviews shall be not less than monthly. The Contractor shall use the TSA PMR template to prepare and submit their PMR Report and Agenda to which are deliverables under this contract. The template will be provided to the Contractor after contract award.

The Contractor shall collaborate with the Government to gather and analyze data for the PMR Report. The Contractor shall then submit it to the CO, COR, and TM for review no later than five business days prior to the scheduled PMR meeting. The Contractor shall record notes during the PMR meeting and prepare meeting minutes. The Contractor shall submit the PMR meeting minutes to the CO, COR, and TM for review and approval not later than three business days after the meeting.

The objectives of the PMRs are to:

- Analyze and evaluate the Contractor's performance to ensure compliance with the terms and conditions of the contract;
- Promote open and honest communication between the Contractor and the Government, both the HQ-based SPP PMO and Field-based airport FSD; and
- Identify, analyze, and develop plans to mitigate potential risks and issues that may negatively affect the Contractor's ability to perform on the contract.

SPP Assessment Tools / Processes

The TSA has created an SPP Assessment tool and evaluation protocol to assess Contractor performance. Both random and scheduled monitoring will be conducted to:

- Ensure compliance with contract terms and conditions;
- Make certain that data provided to support the performance measures specified in the contract are collected appropriately;
- Observe screening workforce performance to evaluate the level at which TSA policy and procedures are continuously reinforced and properly executed;
- Validate that security screening operations are executed as outlined in the contract and applicable government guidance.

Third Party Audits

The Government may conduct Third Party Audits to ensure:

- Contractor compliance with government accounting/financial standards; and

Claims made by the Government or Contractor are substantiated.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Ordering and Performance Periods

(a) FAR 52.216-18, Ordering, and FAR 52.216-22, Indefinite Quantity, apply.

(b) Orders may be issued from the effective date of September 28, 2026, through ten (10) years thereafter, unless otherwise modified.

(c) Each task order shall specify:

(1) Period of performance;

(2) Place of performance (airport and related locations);

(3) Applicable CLINs and pricing; and

(4) Any task order unique requirements or deliverables.

(d) Task orders may extend beyond the end of the ordering period in accordance with FAR 52.216-22.

F.2 Place of Performance

(a) The primary place of performance will be those airports and locations designated in each task order where TSA has responsibility for screening operations under the SPP.

(b) The Contractor shall perform services at all TSA established passenger and baggage screening locations identified in the task order, including current, future, and reconfigured locations.

F.3 Deliverables and Delivery Requirements

(a) The Contractor shall deliver all plans, reports, and other deliverables identified in:

(1) Contract Data Requirements List (CDRL); and

(2) Task order specific CDRLs.

(b) Unless otherwise specified, deliverables shall be submitted electronically in a commonly used commercial format compatible with TSA systems.

(c) Deliverables are due in accordance with timelines specified in Attachment 4 and in each task order. Late or deficient deliverables may be treated as nonconforming performance under FAR 52.212-4(b).

F.4 Excusable Delays

(a) FAR 52.212-4(f), Excusable delays, applies.

(b) The Contractor shall promptly notify the CO of any excusable delay that may affect performance, including events such as natural disasters, national emergencies, or other circumstances beyond the reasonable control of the Contractor, and provide:

(1) A description of the event;

(2) The anticipated impact on performance; and

(3) Proposed mitigation measures.

(c) TSA may adjust schedules or task order performance as appropriate consistent with FAR 52.212-4(d).

TRANSPORTATION SECURITY EQUIPMENT SHIPPING REQUIREMENTS (JUNE 2024)

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 include the terms of this special contract requirement in all subcontracts awarded under this contract.

TRANSPORTATION SECURITY EQUIPMENT SHIPPING DOCUMENTATION REQUIREMENTS. (JUNE 2024)

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:** The Standard Configuration Report shall include the following:
    - Picture of the Equipment
    - Manufacturer
    - Model Number
    - Description
    - Standard (TSA Barcode Number, Acquisition Costs, Peripherals, Allocated Other Direct Cost, Expensed, etc.)
    - Networking & Integration Equipment
- **TSA Form 251/251-1:** If a contract/order requires the Contractor to deliver new equipment, upgrade a system, supply additional equipment or peripherals then the contractor shall complete a "Vendor Shipping and Receiving Report" (TSA Form 251/251-1)
    - The Contractor shall submit the TSA Form 251 within two (2) business days after receiving the Quick Look Report (QLR), Factory Acceptance Test (FAT), or Site Acceptance Test (SAT) report from TSA to the GPA and COR for review and authorization.
    - 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.
    - The Contractor shall complete and submit a TSA Form 251-1 (as needed) for additional equipment associated with the main unit.
    - 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).
- **DD-1149:** If a contract/order requires the Contractor to move or relocate existing Government Furnished Property or TSE, then the Contractor shall complete a Department of Defense (DoD) "Requisition and Invoice/Shipping Document" Form DD-1149.
    - The Contractor shall email this form to the GPA and COR for approval 2-5 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.
    - The subject line of the email and the DD-1149 file name shall both follow the below structure:
        - From airport to depot: Serial Number Date in bloc k5_ Site/location code_to OEM Name (e.g. 30787 21JUN2016 LRD to *"OEM name"*.docx; 21020041010 17JUNE2016 ORD to *"OEM name"*.docx).
        - From depot to airport: SerialNumber_Dateinblock5_ OEM Name to Site/location code (e.g. 54371 27JUN2016 *"OEM name"* to MHT; 53491_23Jun2016_"*OEM name"* to DVL).

Storage Requirements

If this contract is to acquire TSE or provides qualifying peripherals, the Contractor shall identify any unique storage requirements for the unit(s) and provide written guidance to the CO and COR. All materials will be packaged and marked in accordance with ASTM-D-3951.

Damaged/Lost Equipment

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 in accordance with FAR 52.245-1 Government Property. TSA required supporting documentation includes but is not limited to: DHS Form 200-2 Report of Survey, photos of damaged equipment, and relevant communications documenting resolution activities.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 TSA POINTS OF CONTACT (JUNE 2024)

The primary point of contact for this contract:

Contracting Officer:
NAME: William Dorwart
PHONE NUMBER: 571-227-2338
EMAIL: william.dorwart@tsa.dhs.gov

If a name is included, the Contracting Officer hereby designates the individual(s) named below. The scope and limitations of the authority so delegated are included in the TSA Requirement entitled, Contracting Officer's Representative:

Contracting Officer's Representative (COR):
NAME: Melissa Shah
PHONE NUMBER: 949-862-5521
EMAIL: melissa.shah@tsa.dhs.gov

Technical Monitor (TM):
NAME: TBD at Task Order Level
PHONE NUMBER:
EMAIL:

Task-Order and Delivery-Order Ombudsman:
NAME:
PHONE:
EMAIL: TSAProcurementPolicy@tsa.dhs.gov

If the contract includes Government Furnished Property, the following applies:

Government Property Officer:

NAME:

PHONE NUMBER:

EMAIL: TSA_APM_Government_Property_Management@tsa.dhs.gov

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUNE 2024)

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 and TM may be changed at any time, without prior notice to the Contractor; however, notification of the change, including the name and phone number of the successor, will be promptly provided to the Contractor by the Contracting Officer in writing.

The COR duties are as follows:

- Performing surveillance/inspection and acceptance.
- Monitoring activities, cost, providing input to contractor performance evaluations, and notifications to the Contracting Officer.
- Making recommendations for invoices and payments.
- Managing Government-furnished Assets (when applicable).
- Managing Contractor Employee Access (when applicable).

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.
- Performing surveillance/inspection and acceptance.
- Monitoring activities, cost, providing input to contractor performance evaluations, and notifications to the COR.
- Making recommendations for invoices and payments.

- Managing Government-furnished Assets (when applicable).
- Managing Contractor Employee Access (when applicable.

G.2 Invoices

(a) FAR 52.212-4(i), Payment, applies.

(b) The Contractor shall submit proper invoices for each task order to the designated payment office identified in this section and in the task order. A proper invoice must at least include:

(1) Contractor name and address;

(2) Contract number and task order number;

(3) Invoice date and number;

(4) CLIN and subCLIN references and description of services;

(5) Period of performance covered by the invoice;

(6) Quantities, unit prices, and extended totals; and

(7) Remittance information.

(c) Invoices shall be submitted in accordance with TSA financial instructions and any supplemental guidance provided at the task order level.

G.3 Payment

(a) Payments will be made in accordance with the Prompt Payment Act, FAR 52.212-4(i), and FAR 52.232-33, Payment by Electronic Funds Transfer - System for Award Management.

(b) The Government may withhold or adjust payments in cases of nonconforming performance or unacceptable deliverables consistent with FAR 52.212-4(b) and (i).

Electronic Submission of Payment Requests (FSMS Awards) – TSA/USCG FinCen (JAN 2026)

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

Definitions:
As used in these instructions –
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," and the applicable Payment clause included in this contract. In addition, discount offerings and small business status, if available, must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided.

Invoice Submission Method

(a) New Contractual Agreements:
For all newly awarded contractual agreements between TSA and a vendor, payment requests (invoices) must be submitted electronically using the Invoice Processing Platform (IPP). Contractors are required to enroll in IPP and submit invoices in accordance with the instructions provided at https://www.uscg.mil/fincen/IPP/. Information regarding IPP, including customer support, is available at www.ipp.gov or any successor site. Alternate payment procedures for new agreements may only be used if the contracting officer provides written authorization in accordance with TSA procedures. If authorized, a copy of the written authorization must be included with each payment request.

(b) Existing Contractual Agreements:
For contractual agreements established prior to the implementation of the IPP requirement, contractors may continue to submit invoices using the alternate methods outlined in their original agreement. These methods include submission via U.S. Mail or email, utilizing ONLY ONE method per invoice submission:

- **Mail invoices to:**
  United States Coast Guard Finance Center TSA Commercial Invoices
  P.O. Box 4111
  Chesapeake, VA 23327-4111

- **Email invoices to:**
  FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

Contractors must verify receipt of invoices regardless of submission method and may inquire about invoice status using the contact information provided in the Payment Status section.

Invoice Elements:
Invoices that are not proper will automatically be rejected if the information required in the Prompt Payment Clause is not included in the invoice. Contractors must correct any noted deficiencies and resubmit the invoice directly to the FinCen for verification of error correction.

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.

Discounts Offered After Invoice Submission:
If the Contractor wishes to offer a discount on a specific invoice after its submission for payment, the Contractor should submit a letter to the FinCen 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 contact the FinCen via phone or email regarding the receipt of invoices or billing inquiries using (800) 564-5504 or (757) 523-6940 (Voice Option #1) or email: FIN-SMB-CustomerService@uscg.mil.

Frequency of Invoice Submission:
Monthly

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.

Receiving Official: Melissa Shah
Invoice Approver Official: Daniel Adams
Contracting Officer's Representative: Melissa Shah

Electronic Submission of Payment Requests (FSMS Awards) – TSA/USCG FinCen-Alternate I. (JAN 2026)

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."

G.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (JUNE 2024)

In accordance with Federal Acquisition Regulation (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 11-03 dated August 11, 2011, 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 not later than 10 days after the end of the base period, the end of any exercised option period of the contract, and after the end of contract performance. The contractor shall provide a detailed narrative for each of the relevant assessment 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.

Submission of Contractor Self-Assessment: The contractor should utilize the Guidance for CPARS located on the website, https://www.cpars.gov/, to assist in preparation of the self-assessment.

The contractor shall submit their self-assessment, preferably via email, as a MS Word or other MS 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.

TSA may consider the contractor's self-assessment, along with all available relevant data and information, when completing the contractor's past performance assessment for each specific performance period. Submission of a contractor's self-assessment is considered information regarding the contractor's performance and may not represent the final CPAR 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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Security, Suitability, and Access

(a) FAR 52.204-9, Personal Identity Verification of Contractor Personnel, and applicable HSAR contractor access clauses apply.

(b) Contractor personnel who require access to TSA facilities, systems, or sensitive information shall:

(1) Undergo required TSA suitability determinations and background checks;

(2) Obtain and maintain required credentials such as Personal Identity Verification (PIV) cards, Secure Identification Display Area (SIDA) badges, and any airport specific access badges; and

(3) Comply with all access control and identification display requirements.

(c) The Contractor shall promptly notify the COR of personnel terminations or reassignment and ensure all Government issued credentials and equipment are recovered and returned.

H.2 Sensitive Security Information (SSI) and Controlled Unclassified Information (CUI)

(a) The Contractor shall handle SSI and CUI in accordance with:

(1) HSAR 3052.240-71, Contractor Employee Access;

(2) HSAR 3052.240-72, Safeguarding of CUI;

(3) HSAR 3052.240-73, Notification and Credit Monitoring Requirements for PII Incidents; and

(4) 19 Attachment C, SSI and Sensitive Information Handling Requirements.

(b) The Contractor shall:

(1) Ensure covered personnel complete required SSI and CUI training;

(2) Execute required nondisclosure agreements; and

(3) Report any suspected or actual SSI or PII incident in accordance with 19 Attachment C and applicable TSA guidance.

H.3 Compensation and Labor Standards

(a) The Contractor shall comply with:

(1) ATSA minimum compensation requirements for screening personnel; and

(2) FAR 52.222-41, Service Contract Labor Standards, and applicable wage determinations.

(b) The Contractor shall submit periodic certifications that compensation and benefits provided to SPP screening personnel meet or exceed required minimums, in accordance with.

H.4 Continuity of Operations (COOP)

(a) The Contractor shall develop, maintain, and exercise a Continuity of Operations (COOP) Plan in accordance with CONTINGENCY AND/OR CONTINUITY OF OPERATIONS SUPPORT OF TRANSPORTATION SECURITY ADMINISTRATION OPERATIONS (JUNE 2024) and applicable TSA guidance.

(b) The COOP Plan shall ensure the Contractor can sustain essential screening operations during emergencies and reconstitute operations within timelines directed by TSA.

H.5 Claims and Property Handling

(a) The Contractor shall implement a Passenger and Baggage Claims Management Plan consistent with TSA Management Directive 1000.15.

(b) The Contractor shall handle lost, unclaimed, voluntarily abandoned, and hazardous property in accordance with TSA directives.

H.6 CONTRACTOR PERSONNEL ACCESS TO TSA FACILITIES, INFORMATION OR SYSTEMS (FEBRUARY 2025)

A. All Contractor personnel requiring access to TSA facilities, information systems, and/or Controlled Unclassified Information (CUI) will be subject to the security procedures set forth in this contract. A fitness determination will be required for all Contractor personnel performing under this contract. When a contractor employee is deemed eligible to commence work on a TSA contract, TSA Personnel Security (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.

B. 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.
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.

   Th

   e 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.

C. The period of performance should not begin until 60 days after contract award to allow for the Enter On Duty Fitness Determination.

D. Information Requirements. Contractors are responsible for providing the Contracting Officer's Representative (COR) with the following information for each contractor employee requiring a fitness determination:

- First and Last Name
- Social Security Number
- Sex
- Date, City and Country of Birth
- Country of Citizenship

This required information shall be provided in a Microsoft Excel Spreadsheet provided by the COR. Upon completing the requisite information, the contractor shall password protect the spreadsheet and email the spreadsheet to the COR. In order to ensure protection of this information, the password for the password protected spreadsheet shall be sent in a separate email, at the same time.

E. Preliminary Background Check. In order to complete the Preliminary Background Check, TSA PerSec will contact the contractor with the following:
   - An invitation for the contractor to complete the Electronic Questionnaire for Investigations (e-QIP) for Public Trust Positions (SF85-P, SF-85 or SF-86), if applicable.
   - Instructions on scheduling a fingerprint appointment, if applicable.
   - Request for submission of the Declaration for Federal Employment (OF-306)
   - Request for submission of the Non-Disclosure Agreement Form 11000.6

   The contractor shall submit all requested information to PerSec within the required time.

F. 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 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.

G. 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 COR 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. Computer Access Agreement (when IT access is required). 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.

J. Personnel Security (when IT access is required).
   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.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.7 TEMPORARY ACCESS BY CONTRACTORS TO TSA NATIONAL CAPITAL REGION FACILITIES (FEBRUARY 2025)

A. Contractors without a DHS Personal Identity Verification (PIV) card but require access to TSA National Capital Region facilities are subject to a suitability determination. In order for the TSA to conduct this suitability determination, the contractor will be required to submit their date of birth and Social Security Number. Failure to provide the information requested will result in being denied access to any TSA facility.
B. Contractors shall send a password protected Microsoft Excel spreadsheet emailed to the Contracting Officer and Contracting Officer's Representative (COR) at least one (1) full business day prior to the visit date. In order to ensure protection of this information, the password for the password protected spreadsheet shall be sent to the Contracting Officer and COR in a separate email, at the same time. If multiple contractor employee visitors from one company require access for the same function, the Contractor may submit a single spreadsheet with all required information.

C. The Contractor must clearly identify any employees who are not United States citizens who are otherwise requested to have access to SSI. Foreign Nationals visiting TSA facilities will also need to submit the following information:

- Sex
- Country of Citizenship
- Country of Birth
- Passport Number and Expiration Date
- Position/Title

This information shall be submitted in the same manner to the Contracting Officer and COR at least seven (7) full business days prior to the visit date.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.8 REQUIREMENTS FOR HANDLING SENSITIVE SECURITY INFORMATION (SSI) (JUNE 2024)

TSA may deliver Sensitive Security Information (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. To ensure regulatory compliance, the Contractor shall be subject to the following requirements and include this entire requirement as flow-down in all subcontracts, etc.:

A. **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.

B. **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.

C. **Training and Certification.** All Contractor personnel who are "covered persons" with a need-to-know 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 provide an email 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.

D. **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.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.9 SECTION 504 COMPLIANCE (JUNE 2024)

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

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.10 PERFORMANCE BY FOREIGN NATIONAL CONTRACTOR EMPLOYEES (JUNE 2024)

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 United States 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.

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 1) provide a compelling reason for using this individual as opposed to a U.S. Citizen or Legal Permanent Resident and 2) 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) immediately or no later than five business days 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. The Contracting Officer may determine that access to sensitive information by an individual who is not a United States Citizen or Lawful Permanent Resident is not in the interest of the Federal Government.

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 Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.11 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (JUNE 2024)

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

- New Year's Day
- Birthday of Martin Luther King, Jr.
- 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

In addition to the days designated as Federal holidays, the Government also observes also the following days (with the same access restrictions as stated above):

- Any other day designated by Federal Statute;
- Any other day designated by Executive Order;
- 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; and,
- Or any other officially declared reason.

When the Government grants excused absence to its employees in a specific location, it is up to the Contractor to determine if assigned Contractor personnel at that same location are 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 notification 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.

In the event the Contractor's personnel work during the holiday or other excused absences:

For firm-fixed price contracts: No form of holiday or other premium compensation will be considered as 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. All costs chargeable shall be consistent with the Contractor's Disclosure Statement.

It is the contractor's responsibility to ensure the management responsibility for contractor functions approved by the Contracting Officer for offsite work in the event of inaccessibility of federal workplaces. 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.

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.

In the event of a Government closure (furlough) caused by a lapse in appropriations, which can occur if adequate funds have not been appropriated, the Contractor shall continue performance under the contract unless otherwise notified 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.

The Government may close a Government facility for all or a portion of a business day as a result of:

- Granting administrative leave to non-essential Government employees (e.g., unanticipated holiday);
- Inclement weather;
- Failure of Congress to appropriate operational funds; or,
- Any other reason.

In the above cases, contractor personnel who are 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 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 Government employees are dismissed, and shall be guided by any specific instructions from the Contracting Officer.

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

For cost-reimbursement, time-and-materials and labor-hour type contracts, the Government 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.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.12 EMPLOYEE TERMINATION (JUNE 2024)

The contractor shall notify the Contracting Officer and the Contracting Officer's Representative within 48 hours when an employee is terminated. The contractor shall be responsible for returning all Government-issued contractor/employee identification, property, and any security access cards provided due to performance under this contract within one (1) business day. Failure to return all items assigned to any employee is grounds for withholding the contractor's payments in accordance with FAR 32.503-6(b). The contractor shall include this term in all subcontracts under this contract.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.13 INTERRELATIONSHIP OF ASSOCIATE CONTRACTORS (JUNE 2024)

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 if and when requested by either the Lead Contractor or Associate Contractor.

The Contractor shall include the terms of this special contract requirement in all subcontracts awarded under this contract.

H.13 PROTESTS TO THE AGENCY (JUNE 2024)

Protests shall be concise and logically presented to facilitate review by the contracting officer. Offerors are directed to Federal Acquisition Regulation (FAR) 33.103(d)(2) to obtain the necessary information to provide to support the protest. Failure to substantially comply with any of those requirements may be grounds for dismissal of the protest.

All protests must be submitted in writing and signed by a company official who is authorized to commit the company and shall be addressed to the contracting officer. If requested, an independent review of the protest at a level about the contracting officer is available.

If the offeror is submitting an appeal of the contracting officer's decision, a copy of the decision shall be included with a clear and concise explanation of any legal and factual grounds for the appeal.

The Transportation Security Administration has an internal appeal process that is available for use in the event an offeror seeks a review of the contracting officer's decision on a protest. The Head of the Contracting Activity is the independent appeal authority. Appeals must be sent electronically to TSAProcurementPolicy@tsa.dhs.gov with the subject line of the email clearly indicating "APPEAL OF AGENCY PROTEST". Interested parties should note that if there is an agency appellate review of the contracting officer's decision on the protest, it will not extend GAO's timeliness requirements.

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 Commercial Terms and Conditions

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)

(a) *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. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 240 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) 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. However, the Government reserves the right to conduct discussions, if 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.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror and the debriefed Offeror and past performance information on 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 the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

Addendum to Instructions to Offerors – Commercial Items (CONTINUATION OF SF 1449, BLOCK 27)

I.2 Section 2 – Addendum to Instructions to Offerors – Commercial Items

I.2.1 Inquiries by Prospective Offerors

a. Offerors are instructed specifically to contact only the solicitation issuing office listed at SF 1449, Block 7 in connection with any aspect of this requirement prior to contract award. Offerors will submit all correspondence relating to the solicitation document to the issuing office to the attention of the Contracting Officer. Offerors shall submit proposals in accordance with all requirements of this Section.

b. The cutoff date for questions related to this RFP is **1:00pm EDT, July 1, 2026**. Unless the Government elects otherwise, no response will be made to any questions or requests for clarifications received after this date and time. The Contracting Officer will publish the questions and answers via amendment and posted on the System for Award Management (SAM) website. Offerors shall acknowledge any amendment(s) to be considered responsive to the RFP.

c. The Contracting Officer must receive any questions concerning the solicitation by electronic mail at: william.dorwart@tsa.dhs.gov with a copy to paul.easton@tsa.dhs.gov. Any attached files must be virus free and readable by Microsoft Office 2016.

When submitting questions, comments, or clarifications please use the template provided below (see section E.2.2 – Request for Clarifications).

Please be advised that questions that do not have the appropriate reference information may not be answered.

I.2.2 Request for Clarifications

(a) All requests for clarifications pertaining to this solicitation shall be submitted via e-mail to

both email addresses provided below:

william.dorwart@tsa.dhs.gov

paul.easton@tsa.dhs.gov

(b) All requests for clarifications shall be submitted in writing via email no later than **1:00pm EDT on July 1, 2026.**

The "subject" line of the request for clarification email **must** be titled as follows:

70T05025R5900N005_*INSERT COMPANY NAME HERE*_CLARIFICATION

The Offeror shall use the following table or spreadsheet format for the submission of clarifications and questions. The use of a Microsoft Excel file (or Excel compatible software) readable on Excel 2010 or later is required.

Company Name	POC Name	POC E-mail	Solicitation Number	RFP Section	RFP Paragraph	RFP Page Number	RFP Topic	RFP Question

Answers to questions or requests for clarifications will be provided by the Government as soon as possible via Sam.gov. Clarifications may require a formal Amendment to this solicitation. If the Government issues an Amendment to the solicitation, Offerors must acknowledge the Amendment(s) to be considered responsive to the RFP.

(c) Any information provided to one Offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as an Amendment of the solicitation if the lack of that information would be prejudicial to any other prospective Offerors.

(d) Release of Information:

All Offerors are hereby notified that all information, including questions submitted in response to this Solicitation, will be posted publicly and may be considered public records subject to release when a public record request is made in accordance with the law.

(e) Safeguarding of Confidential, Financial and Proprietary Information:

In the event an Offeror is concerned that information submitted in response to this solicitation contains confidential financial and proprietary information, including trade secrets, then such information must be clearly marked. In the event an Offeror considers specific information to be confidential they shall provide a written declaration containing supporting rationale for their contention that the information constitutes an exception to release under Federal law.

Any information submitted that has not been clearly marked as confidential, financial, and proprietary may be released immediately.

Any information that has been clearly marked as confidential, financial, and proprietary will be considered as potentially constituting an exception to release. In such cases, the Government will attempt to release the information after redacting the specific information identified as confidential financial and proprietary and notify the Offeror.

I.2.3 Disposition of Proposals

Proposals will be disposed of as follows: TSA will retain one copy of each proposal for the official contract file of record, and the remainder will be destroyed. No destruction certificate will be furnished.

I.2.4 Instructions for Proposal Preparation

The following instructions supplement those at FAR 52.212-1(b).

a. Offerors are expected to follow the detailed proposal preparation instructions fully and carefully. The Government will rely substantially on the information provided by the offerors to evaluate the proposals. It is important that offerors carefully follow the instructions set forth in this Section and submit their proposals in the format and with the content specified below, providing all requested information. Offers that simply restate the RFP requirements or that state that the offeror's proposal is compliant with the requirements of the RFP – without providing necessary explanation or other data -- are not likely to be highly evaluated, if they can be evaluated at all. Initial proposals that fail to provide all required information in the format requested may be found unacceptable and may be rejected without further consideration if the Contracting Officer determines that a significant revision or addendum to the offeror's proposal would be required to permit further evaluation, and especially if the incompleteness of the proposal or errant formatting of the proposal appears to be due from a lack of diligence or competence of the offeror.

b. The instructions provided have been specifically tailored to the evaluation factors to be applied during proposal evaluation. They are designed to ensure the submission of information essential to the understanding and comprehensive validation and evaluation of proposals. Clarity and completeness are of utmost importance to the proposal. The relevance and conciseness of the proposal is important. Key points should be easily found, or may be presumed to be lacking. The offeror should maintain careful organization and adherence to the titling instructions throughout the proposal. Complex or costly presentations are neither required nor desired.

c. The offeror is responsible for accuracy and completeness of its proposal. The proposal shall be valid for 240` calendar days from the proposal due date.

d. TSA intends to award multiple commercial Indefinite Delivery Indefinite Quantity

contracts, provide turnkey solution to deliver and manage both security screening technology and a skilled workforce capable of screening passengers and their property at participating airports for explosives, weapons, and other prohibited item. TSA reserves the right to award multiple contracts or no contracts at the Government's discretion.

e. In the event an offeror is concerned that information submitted in response to this Solicitation contains confidential financial and proprietary information, including trade secrets, then such information must be clearly marked. Such a marking does not necessarily exclude such information from a release. It only brings to the attention of the Government that the offeror considers such information confidential and/or proprietary. The offeror shall provide a written declaration containing supporting rationale for their contention that the information constitutes an exception to release under Federal law. Any information that has been clearly marked as confidential financial and proprietary will be considered as potentially constituting an exception to release.

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT SUBSTANTIALLY COMPLY WITH THESE PROPOSAL PREPRATION INSTRUCTIONS.

I.2.5 Proposal Format and Submission

I.2.5.1 General

The offeror shall submit one e-mail copy of each volume to william.dorwart@tsa.dhs.gov and paul.easton@tsa.dhs.gov.

The e-mail copy shall have the information included in attachments divided by volume (ex. attachment 1 = Volume 1, attachment 2 = Volume 2). If volumes need to be divided into multiple attachments, please label files so it is clear which files belong to which Volume (ex. Attachment 1A = Volume 1, Attachment 1B = Volume 1). The information in volumes I-VI shall remain in separate attachments. The maximum size permitted for e-mail attachments is 50 MB. E-mail copies shall be submitted only to the following address: william.dorwart@tsa.dhs.gov, with a copy to paul.easton@tsa.dhs.gov.

Proposals shall be electronically submitted via email to both POCs listed above, no later than July 23, 2026, 1:00 pm EDT Eastern Time.

Each volume shall be prepared in accordance with **Table I.2.5.2 and I.2.5.3 – VOLUME DESCRIPTIONS & REQUIREMENTS**, and are as follows:

Phase 1: Factors 1-5 and Financial Capability and Business Stability Volume

Volume I Factor 1 - Technology Solution & Innovation

Volume II Factor 2 - Security Screening Operations

Volume III Factor 3 - Hiring & Transitioning,

Volume IV Factor 4 - Operations Management Plan,

Volume V Factor 5 – Prior Experience

Volume VI Financial Capability and Business Stability

Phase 2:

Track 1

Volume I Track 1 Factor 1 – Cost Efficiency

Track 2

Volume I Track 2 Factor 1 – Cost Efficiency

Volume II Track 2 Factor 2 - Airport-Specific Solution & Operational Readiness,

Volume III Track 2 Factor 3 – Innovative Concepts,

Volume IV Track 2 Factor 4 – Stakeholder Engagement & Alignment, and

Volume V Track 2 Factor 5 – Program Management – Implementation Plan, Milestone, Risk

Volume VI Track 2 Factor 6 – Price and Compliance for Airport-Specific Solution

PHASE 1:

A. The Offeror shall submit a proposal consisting of **six volumes**, as follows:

Table I.2.5.2 – VOLUME DESCRIPTIONS & REQUIREMENTS		
Volume I - Technology Solution & Innovation		
	Description / Required Factor or Components	**Page Limits**
Factor 1 – Technology Solution & Innovation	The volume shall contain the Offeror's proposal for **Factor 1**: **Technology Solution & Innovation**	Part 1: Provide up to 5 pages
Volume II – Security Screening Operations		
Factor 2 – Security Screening Operations	The volume shall contain the Offeror's proposal for **Factor 2: Security Screening Operations**	Part 1: Provide up to 5 pages
Volume III – Hiring and Transitioning		
Factor 3 – Hiring and Transitioning	The volume shall contain the Offeror's proposal for **Factor 3**: **Hiring and Transitioning**	Part 1: Provide up to 5 pages

Volume IV – Operations Management Plan		
Factor 4 – Operations Management Plan	The volume shall contain the Offeror's proposal for **Factor 4**: **Operations Management Plan**	Part 1: Provide up to 5 pages
Volume V –Prior Experience		
Factor 5 –Prior Experience	The volume shall contain the Offeror's proposal for **Factor 5 – Prior Experience**	Part 1: Provide up to 5 pages
Volume VI – Financial Capability & Business Stability		
Financial Capability & Business Stability	The volume shall contain the Offeror's proposal for **Financial Capability & Business Stability**	No page limit

PHASE 2:

B. The Offeror shall submit a proposal consisting of one volume for Track 1 and six volumes for Track 2, as follows:

Table I.2.5.3 – VOLUME DESCRIPTIONS & REQUIREMENTS		
Track 1 Volume I – Airport-Specific Solution & Tailoring		
	Description / Required Factor or Components	**Page Limits**
Track 1: Factor 1 – Cost Efficiency	The volume shall contain the Offeror's proposal for **Track 1 Factor 1**	No page restriction, pricing portion (excel sheet) shall be completed and submitted.
Track 2 Volume I – Airport-Specific Solution & Tailoring		
	Description / Required Factor or Components	**Page Limits**
Track 2: Factor 1 – Cost Efficiency	The volume shall contain the Offeror's proposal for **Track 2 Factor 1**	No page restriction, pricing portion (excel sheet) shall be completed and submitted.
Track 2 Volume II – Airport-Specific Solution & Operational Readiness		
Track 2 Factor 2 – Airport-Specific Solution & Operational Readiness	The volume shall contain the Offeror's proposal for **Factor 2: Airport-Specific Solution & Operational Readiness**	Part 1: Provide up to 5 pages
Track 2 Volume III – Innovative Concepts		
Track 2 Factor 3 – Innovative Concepts	The volume shall contain the Offeror's proposal for **Factor 3: Innovative Concepts**	Part 1: Provide up to 5 pages

Track 2 Volume IV – Stakeholder Engagement & Alignment		
Track 2 Factor 4 – Stakeholder Engagement & Alignment	The volume shall contain the Offeror's proposal for **Factor 4: Stakeholder Engagement & Alignment**	Part 1: Provide up to 5 pages
Track 2 Volume V – Program Management - Implementation Plan, Milestones, and Risk Management		
Track 2 Factor 5 – Program Management - Implementation Plan, Milestones, and Risk Management	The volume shall contain the Offeror's proposal for **Factor 5**: **Program Management - Implementation Plan, Milestones, and Risk Management**	Part 1: Provide up to 5 pages
Track 2 Volume VI – Price and Compliance for Airport-Specific Solution		
Track 2 Factor 6 – Price and Compliance for Airport-Specific Solution	The volume shall contain the Offeror's proposal for **Price and Compliance for Airport-Specific Solution** **The volume shall also include the Offeror's required Proposal Compliance Information to include:** **1. Completed and Signed SF1449 and Amendments** **2. Reps & Certs and/or SAM** **3. HSAR Organizational Conflict of Interest** **4. Proof of American Ownership or Defense Security Service of the Department of Defense approved mitigation plan for U.S. Subsidiaries of Foreign Owned Companies.** **5. Small Business Subcontracting Plan**	No restriction

C. Electronic files shall not contain embedded attachments. Each document shall be submitted individually as a separate file. Embedded attachments will not be evaluated.

D. The Technical Volumes shall be submitted in separate MS Word format or a searchable PDF format document.

E. All MS Word or PDF documents must be formatted to print on standard 8½" by 11". Use Times New Roman eleven 11-point font or larger for text and 10-point font or larger for tables and graphics.

F. Electronic file names must not contain special characters (e.g. &, #, *,?, (,), {, }, %, >, <, /, \, $, |).

G. The cover page of each volume shall include: (1) the volume number, title, and corresponding evaluation factors; (2) the solicitation number of the RFP; (3) the company name of the Offeror; (4) the full name and address designation of the contracting activity (TSA); and (5) the Offeror's position regarding disclosure of proposal data in accordance with the general provisions in the solicitation entitled "Restrictions on Disclosure and Use of Data in Proposals".

H. Offerors shall provide a table of contents for all volumes.

I. Offers shall include "page X of Y pages" numbering, the solicitation number, the Offeror's name and submission date in the header or footer of each page. All pages of the written proposal factors shall be sequentially numbered with no gaps, breaks, or sub-page numbers/letters, with the exception of attachments for documents not included in the page count.

J. Offerors are encouraged to use graphical presentations where such presentations will contribute to the compactness and clarity of the proposal. Graphical presentations shall be within the main body of the proposal and will count as part of the page limits unless otherwise specified.

K. Offeror use of promotional material and/or brochures will not constitute compliance with responsiveness to the evaluation factors and will not be evaluated.

L. Any pages which may be revised pursuant to the Government request for revised proposals, if required, shall contain revision numbers and dates.

M. Offerors shall not exceed the specified page limits stated in the chart above. The Government reserves the right to not consider any pages in excess of the limitation for evaluation purposes. The following items do not count toward the specified page limit:

PHASE 1 & 2:

- *Cover Pages*
- *Tables of Contents*
- *Proposal glossary or list of acronyms*

All Phase 1 volumes must be submitted before the proposal due date and time indicated on the solicitation cover sheet.

I.2.6 Phase 1: General Volume Requirements:

I.2.6.1 Volume I: Technology Solution & Innovation (Factor 1)

Volume I is the offeror's technical approach in response to the technical requirements in the PWS (Attachment 1; section 1.5.2.9) of this RFP. This volume includes one-part, Technical Solution & Innovation (Factor 1).

The Offeror is encouraged to propose innovative technology and process solutions at the checkpoint, checked baggage area, and other applicable locations.
Potential innovation areas include, but are not limited to, solutions that enhance the TSA PreCheck® experience and further differentiate risk-based trusted traveler screening from standard passenger screening operations. Proposed solutions may include technologies, operational concepts, automation, and passenger experience enhancements designed to increase efficiency, convenience, throughput, and security effectiveness, including within dedicated TSA PreCheck lanes, while maintaining compliance with TSA security requirements and risk-based screening principles.

When proposing innovative solutions for deployment under a task order, the Offeror shall provide supporting analysis, requirements, testing methodologies, and results to support TSA evaluation of proposed solutions. The approval path for proposed solutions will vary depending on the complexity, maturity, and risk of each proposed solution.

I.2.6.2 Volume II: Security Screening Operations (Factor 2)

Volume II is the offeror's technical approach in response to the technical requirements in the PWS (Attachment 1; section **1.6.2.1**) of this RFP. This volume includes one-part, Security Screening Operations (Factor 2).

I.2.6.3 Volume III: Hiring & Transitioning Approach (Factor 3)

Volume III is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1; sections 1.7.1.1 & 1.7.1.2**) of this RFP. This volume includes one-part, Hiring & Transitioning (Factor 3).

I.2.6.4 Volume IV: Operations Management Plan Factor 4)

Volume IV is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1 section 1.4.2.3**) of this RFP. This volume includes one-part, Operations Management Plan (Factor 4).

I.2.6.5 Volume V: Factor 5 – Prior Experience

a. The Offeror shall describe its specific recent (within last 5 years) prior experience conducting work of the same and/or similar scope/magnitude/complexity to each of the areas of support identified in PWS.

b. What challenges, constraints and risks were encountered and what solutions were implemented? I.e., explain how you have worked with senior-level, cross-sector teams to collaboratively plan and execute major initiatives; describe experience with managing competing requirements and methods for determining prioritization of competing requirements, including working with the Government customer regarding these efforts; describe experience with providing creative solutions or innovations in achieving or exceeding customer objectives.

c. Describe experience retaining contractor FTE to support work that would take place in each BPA order. Describe experience onboarding replacement employees in a timely manner without degradation of quality of work. Describe your experience maintaining employee roster or stand-by hiring lists used to ensure employees move through a vetting and clearance process quickly.

I.2.6.6 Financial Capability & Business Stability and Compliance (Volume VI)

Volume VI is the offeror's Financial Capability & Business Stability and Compliance in response to this RFP. This volume includes one-part, Financial Capability & Business Stability

FINANCIAL CAPABILITY AND RESPONSIBILITY DATA

(a) Purpose: To assist the Contracting Officer in making a responsibility determination in accordance with FAR 9.104-1, the Offeror shall submit comprehensive financial data demonstrating adequate financial resources to perform the resulting contract. [1]

(b) Required Documentation: The Offeror (and each member of a Joint Venture or Mentor-Protégé agreement, if applicable) shall provide the following data upfront with its initial proposal: [1]

(1) Financial Statements: Audited or certified financial statements for the three (3) most recently completed accounting periods. This must include Balance Sheets, Statements of Operations (Profit and Loss), and Statements of Cash Flows. If audited statements are not available, unaudited statements must be accompanied by a certification from the company's Chief Financial Officer verifying accuracy. [1]

(2) Banking & Credit References: A letter from the Offeror's primary financial institution, dated within 30 days of proposal submission, identifying available lines of credit, maximum borrowing capacity, current utilized amounts, and overall account standing. [1]

(3) Financial Metrics narrative**:** A brief narrative (not to exceed 2 pages) explaining any negative trends, net losses, or liabilities that could negatively impact performance.

(c) Confidentiality: The Government will treat all financial information submitted under this section as proprietary and business-confidential, protected from public disclosure under Freedom of Information Act (FOIA) Exemption 4.

Small Business Subcontracting/Utilization Plan

Offerors shall provide a Small Business Subcontracting Plan.

Offeror shall ensure that the required information, goals and assurances are included in accordance with FAR 52.219-9. DHS Form 700-23 checklist shall be used to ensure all elements of the subcontracting plan are addressed.

Subcontracting Plan: TSA has established procurement goals for small and disadvantaged businesses, as outlined below: **TSA FY26 Small and Disadvantaged Business Procurement Goals**	
Business Type	**Subcontracts**
Small Business	26%
Small Disadvantaged Business + 8(a)	14%
Women-Owned Small Business	5%
HUBZone	3%
Service-Disabled Veteran Owned Small Business	5%

TSA MINIMUM LABOR RATES AND SERVICE CONTRACT LABOR STANDARDS

_____ (Contractor Name) certifies that, during the performance of the resultant task order of this solicitation, all applicable contractor personnel's direct hourly wages and other benefits, when combined, shall be equal to or greater than the corresponding minimum compensation requirements. Additionally, the Offeror certifies that they take no exception to the requirements, terms, and conditions of Federal Acquisition Regulation (FAR) clause 52.222-41 Service Contract Labor Standards, and the applicable Department of Labor (DOL) Wage Determinations attached to this solicitation and the resultant task order.

CERTIFIED BY:

Signature:_____

Name:_____

Title:_____

Date:_____

REQUIREMENTS FOR CERTIFICATION OF U.S. AND / OR U.S. SUBSIDIARIES OF A FOREIGN OWNED COMPANY

K.1

(a) The Aviation and Transportation Security Act (ATSA) of 2001 provides the qualification criteria for the security screening pilot and the private security screening under which TSA must treat an entity as a "qualified private screening company" *(see generally 49 U.S.C. Sections 44919 and 44920)*. Pursuant to the ATSA, the entity must:

(1) be a private company,

(2) employ individuals who meet all the requirements applicable to Federal Government personnel who perform screening services,

(3) provide compensation and other benefits to such individuals that are not less than the level of compensation and other benefits provided to such Federal Government personnel,

(4) provide a level of screening services and protection equal to or greater than the level that would be provided at the airport by Federal Government personnel, and

(5) the private company must be owned and controlled by a citizen of the United States, to the extent that the Administrator determines that there are private screening companies owned and controlled by such citizens *(id)*. ATSA specifically defines qualification of private screening companies to be owned and controlled by a citizen of the United States.

(b) TSA also interprets ATSA to require that a qualified private screening company be a private entity that is:

(1) a partnership of which each member is a U.S. citizen, or

(2) a corporation or association organized under the laws of the United States or a State, the District of Columbia or a territory or possession of the United States, of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States and in which at least 75 percent of the voting interest is owned and controlled by persons that are citizens of the United States.

(c) I, _____, a duly authorized representative of _____
(name of authorized representative) (name of company)

certify that the company meets the U.S. owned and controlled requirements as specified in paragraphs (b) and (c) of this provision. I further certify that this company will remain under U.S. ownership and control over the term of this agreement. I agree to immediately notify the Contracting Officer of any changes, or prospective changes, to U.S. ownership and control of the company.

(d) The TSA Administrator may waive the American ownership and control requirements for any company that is a United States subsidiary with a parent company that has implemented a foreign ownership, control, or influence mitigation plan that has been approved by the Defense Security Service of the Department of Defense prior to the submission of its proposal. The Administrator has complete discretion to reject any proposal from an Offeror that requires such a waiver.

_____ _____

Name Title

_____

Date

K.2 CERTIFYING COMPANY OFFICIAL

Certifications completed by:

_____ _____

Printed Name Title

_____ _____

Signature Date

[END OF SECTION]

REQUIREMENTS FOR CERTIFICATION OF INDEPENDENCE OF ANY FEDERALIZED AIRPORT

(a) The Aviation and Transportation Security Act (ATSA) requires screening companies to be qualified private companies and provides the qualification criteria for the private security screening programs. TSA additionally requires that a qualified private screening company to:

1. not be owned, controlled, or operated by an entity that owns, controls or operates a federalized airport or airline; and

2. provide TSA a signed certification that its management, ownership and control is independent of any federalized airport or airline.

(b) I, _____, a duly authorized representative of _____

certify that the company meets the requirements for certification of independence of any federalized airport as specified in paragraph (a) of this provision. I further certify that this company will remain independent of any federalized airport over the term of this agreement. I agree to immediately notify the Contracting Officer of any changes, or prospective changes, to U.S. ownership and control of the company.

52.204-7 System for Award Management. (AUG 2025) (DEVIATION 25-19)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) as soon as possible. If registration is not possible when submitting an offer or quotation, the awardee shall be registered in SAM according to the requirements of the Alternate I of clause at FAR 52.204-13, System for Award Management-Maintenance.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) 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 UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information 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 IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**	**Date**
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability	Feb 2016

	or a Felony Conviction under any Federal Law	
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

I.2.7 Phase 2: General Volume Requirements:

I.2.7.1 Track 1 Volume I Cost Efficiency (Factor 1) (mandatory): Government will evaluate the sample pricing model to ensure the proposed prices are complete and reasonable in relation to the solicitation requirements and market rates. Proposed prices must be entirely compatible with the technical quote and consistent with the pricing requirements listed in this solicitation.

Track 1 pricing will be decision point for IDIQ award.

This program is operating under the authority of the Aviation and Transportation Security Act (ATSA) (Public Law 107-71), as amended. ATSA stipulates that qualified screening companies shall provide compensation and other benefits to private security screeners "…that are not less than the level of compensation and other benefits provided to such Federal Government personnel…" Based on TSA's interpretation of this statute, screening companies are required to

provide compensation (direct wages and other benefits) to all private security screeners that is not less than the compensation afforded to federal security screeners by TSA.

ATSA also requires that the offered contract price be equal to or less than the cost to the Federal Government to provide screening services at the airport. The Federal Cost Estimate (FCE) is specific to each individual airport and developed just prior to solicitation release for the entire potential period of performance for the upcoming task order. A proposed total price that is higher than the FCE will receive an unacceptable rating for the Price factor and will be ineligible for award.

This requirement is further covered by the Service Contract Labor Standards, including Department of Labor wage determinations. Applicable wage determinations are included in each task order solicitation.

Offerors shall comply with all requirements of the ATSA and the Service Contract Labor Standards when competing for task orders under the IDIQ contract. For the Offeror's IDIQ price proposal submission, the Offeror must complete the pricing portion of the Sample task order.

Track 2 First Task order: Airport 1

I.2.7.2 <u>Volume I: Cost Efficiency (Factor 1)</u>

This factor will be evaluated by comparing the total proposed price (including performance incentive) to the federal cost estimate (FCE).
This program is operating under the authority of the Aviation and Transportation Security Act (ATSA) (Public Law 107-71), as amended. ATSA stipulates that qualified screening companies shall provide compensation and other benefits to private security screeners "…that are not less than the level of compensation and other benefits provided to such Federal Government personnel…" Based on TSA's interpretation of this statute, screening companies are required to provide compensation (direct wages and other benefits) to all private security screeners that is not less than the compensation afforded to federal security screeners by TSA.

ATSA also requires that the offered contract price be equal to or less than the cost to the Federal Government to provide screening services at the airport. The Federal Cost Estimate (FCE) is specific to each individual airport and developed just prior to solicitation release for the entire potential period of performance for the upcoming task order. A proposed total price that is higher than the FCE will receive an unacceptable rating for the Price factor and will be ineligible for award.

This requirement is further covered by the Service Contract Labor Standards, including Department of Labor wage determinations. Applicable wage determinations are included in each task order solicitation.

Offerors shall comply with all requirements of the ATSA and the Service Contract Labor Standards when competing for task orders under the IDIQ contract. For the Offeror's IDIQ price proposal submission, the Offeror must complete the pricing portion of the task order solicitation.

I.2.7.3 Volume II: Airport-Specific Solution & Operational Readiness (Factor 2)

Volume II is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1**) of this RFP. This volume includes one-part, Airport-Specific Solution & Operational Readiness (Factor 2).

I.2.7.4 Volume III: Innovative Concepts (Factor 3)

Volume II is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1**) of this RFP. This volume includes one-part, Innovative Concepts (Factor 3).

I.2.7.5 Volume IV: Stakeholder Engagement & Alignment (Factor 4)

Volume III is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1**) of this RFP. This volume includes one-part, Stakeholder Engagement & Alignment (Factor 4).

I.2.7.6 Volume V: Program Management – Implementation Plan, Milestones, Risk (Factor 5)

Volume IV is the offeror's technical approach in response to the technical requirements in the PWS (**Attachment 1**) of this RFP. This volume includes one-part, Program Management – Implementation Plan, Milestones, Risk (Factor 5).

I.2.7.7 Volume VI: Price and Compliance for Airport-Specific Solution (Factor 6)

Volume V is the offeror's Price / Cost for Airport-Specific Solution and Compliance documents.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21)

(a) Evaluation factors. The Government's intention is to award multiple contracts with 10-year ordering period resulting from this solicitation to the Offerors responsible whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. As risk or reduced confidence is introduced to the proposal/quote, the government will determine the mix of awardees that is most advantageous to its mission.

There will be an on-ramp/re-opener to allow for new vendors to enter the IDIQ at the discretion of TSA.

This solicitation is using a two phased approach described below.

The following factors will be used to evaluate offers based on the following order of importance.

Phase 1:

Phase 1 proposals will be assessed a rating of High Confidence, Some Confidence, or Low Confidence based upon their responses to Phase I Volumes I-VI.

Phase 2:

Track 1 Factor 1 Cost Efficiency will the sole determination for Phase 2 Track 1.

Phase 2 Track 2 proposals will be assessed based on the following importance of evaluation factors as ordered:

- **Factor 1: Cost efficiency:** will be evaluated first. A rating of unacceptable for this factor will render the overall proposal unacceptable and ineligible for award. No further evaluation of that proposal will occur.
- **Factor 2: Airport-Specific Solution & Operational Readiness** is more important than Factor 3: Innovative Concepts.
- **Factor 3: Innovative Concepts** is more important than Factor 4: – Stakeholder Engagement & Alignment.
- **Factor 4: – Stakeholder Engagement & Alignment** is more important than **Factor 5: Program Management - Implementation Plan, Milestones, Risk**.
- **Factors 2 through 5, when combined, are significantly more important than Factor 6: Price and Compliance.** As the non-price merits of competing Offerors' proposals approach equal, **Factor 6: Price and Compliance** will become more important in the best value trade-off decision.

TSA will be evaluating each factor as follows:

Phase 1:

Factor 1 – Technology Solution & Innovation

The Government will evaluate the extent to which the proposed technology solution is mature, deployable, supportable, and adaptable, including proven or pilot-validated innovations that have a credible fielding and sustainment plan; speculative or undeveloped technologies without a realistic transition path will receive lower ratings.

Factor 2 – Security Screening Operations:

The Government will evaluate how well the vendor's demonstrated experience and approach aligns with the PWS requirements for comprehensive security screening operations, including surge staffing and compliance with TSA SOPs.

Factor 3 – Hiring and Transitioning:

The Government will evaluate the quoter's ability to adequately recruit, train and retain highly qualified talent, including innovative methods for rapid onboarding and workforce transition, and their plan for continuity of operations.

Factor 4 – Operations Management Plan: Government will evaluate to the extent the vendor demonstrates an understanding of the PWS based on the operations management plan for executing the Gold+ program. **Government will also consider the** overall capability of providing a comprehensive approach to meet the entire PWS.

Factor 5 - Prior Experience

The Government will evaluate the offerors prior experience conducting work of the same and/or similar scope/magnitude/complexity to each of the areas of support identified in PWS.

Non-Factor - Financial Capability & Business Stability
The Government will evaluate the quoter's financial strength and risk management to ensure long-term stability and the ability to support a 10-year contract

Rating:

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

Phase 2:

Track 1 Factor 1 Cost Efficiency (mandatory): Government will evaluate the sample pricing model to ensure the proposed prices are complete and reasonable in relation to the solicitation

requirements and market rates. Proposed prices must be entirely compatible with the technical quote and consistent with the pricing requirements listed in this solicitation.

The Offeror's Price proposal will be determined Acceptable or Unacceptable based upon meeting (or not meeting) ATSA compliance requirements and the Offeror's total price for the order must be less than or equal to the Federal Cost Estimate identified for the Sample task order.

Track 1 pricing will be decision point for IDIQ award.

Track 2 First Task order: Airport 1 (not mandatory but only way to win first order, airport TBD)

Track 2 Factor 1 – Cost Efficiency

Government will evaluate the pricing model to ensure the proposed prices are complete and reasonable in relation to the solicitation requirements and market rates. Proposed prices must be entirely compatible with the technical quote and consistent with the pricing requirements listed in this solicitation.

The Offeror's Price proposal will be determined Acceptable or Unacceptable based upon meeting (or not meeting) ATSA compliance requirements and the Offeror's total price for the order must be less than or equal to the Federal Cost Estimate identified for the task order.

Track 1 pricing will be decision point for IDIQ award

Track 2 Factor 2 - Airport-Specific Solution & Operational Readiness:
The Government will evaluate how the offeror will execute day-to-day screening operations, ensuring secure, efficient, and compliant service delivery tailored to the airport's unique layout, traffic, growth, and operational needs. This includes the ability to integrate technology, staffing, and maintenance to achieve cost efficiency and operational effectiveness.

Track 2 Factor 3 – Innovative Concepts:
The Government will evaluate the offeror's application of mission-enhancing innovations—such as off-premise screening, automation, open architecture, and advanced technology integration—to improve security, throughput, and passenger experience, and to support operational readiness and scalability.

Track 2 Factor 4 – Stakeholder Engagement & Alignment:
The Government will evaluate the offeror's plan for engaging airport authorities, airlines, and local stakeholders, including governance, communication, and decision-making structures that support the airport's operational, community, and economic objectives.

Track 2 Factor 5 – Program Management - Implementation Plan, Milestones, Risk:
The Government will evaluate the realism and clarity of the offeror's implementation plan, including a detailed schedule, key milestones (design, hiring, training, deployment, integration,

testing), and comprehensive risk identification and mitigation strategies. The transition approach and continuity of operations will also be assessed.

Track 2 Factor 6 – Price and Compliance:
The Government will evaluate the reasonableness and completeness of the proposed price for the airport-specific task order—including transition, staffing, technology, maintenance, and innovation. The proposal must clearly show that the total price is consistent with the technical and staffing approach and remains at or below the federal cost baseline for equivalent screening services.

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. The evaluation of options does not obligate the Government to exercise the option(s).

Notice of award. A written notice of award or acceptance of an offer 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)

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services

(Aug 2025) (DEVIATION 25-21).

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) 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.

(c) 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.

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

(e) 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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) 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.

(4) 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.

(5) 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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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) 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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) 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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) 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)

52.216-18 Ordering. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 28, 2026 through September 27, 2036.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in

the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to

the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than *$5,000.00* the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of *$12,900,000,000*;
(2) Any order for a combination of items in excess of *$12,900,000,000*; or
(3) A series of orders from the same ordering office within *365* days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *5* days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (OCT 2025) (DEVIATION 26-04)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period specified in each order.

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

52.219-1 Small Business Program Representations. (OCT 2025) (DEVIATION 26-03)

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

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 concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 the size standard in paragraph (b) of this provision.

(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 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 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

(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 paragraph (1) of this definition.

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) The North American Industry Classification System (NAICS) code for this acquisition is 488190.

(2) The small business size standard is *$40M*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) 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) [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 women-owned small business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer 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: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer 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: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that 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 must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

52.219-14 Limitations on Subcontracting. (OCT 2025) (DEVIATION 26-03)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR | Acquisition.GOV

52.202-1 Definitions. (JUN 2020)
52.203-3 Gratuities. (APR 1984)
52.203-5 Covenant Against Contingent Fees. (MAY 2014)
52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7 Anti-Kickback Procedures. (JUN 2020)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)
52.203-14 Display of Hotline Poster(s). (NOV 2021)
52.203-16 Preventing Personal Conflicts of Interest. (NOV 2021)
52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.(JAN 2017)
52.204-5 Women-Owned Business (Other Than Small Business). (OCT 2014)
52.204-7 System for Award Management—Registration. (AUG 2025) (DEVIATION 25-19
52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-13 System for Award Management Maintenance. (AUG 2025) (DEVIATION 25-19)
52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (AUG 2025) (DEVIATION 25-19)
52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)
52.207-5 Option to Purchase Equipment. (FEB 1995)
52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts). (AUG 2024)
52.208-9 Contractor Use of Mandatory Sources of Supply or Services. (AUG 2025) (DEVIATION 25-20)
52.208-90 Government Supply Sources. (APR 2025) (DEVIATION 25-20, Revision 1)
52.209-1 Qualification Requirements. (NOV 2025) (DEVIATION 25-27)
52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2025) (DEVIATION 25-27)
52.209-5 Certification Regarding Responsibility Matters. (NOV 2025) (DEVIATION 25-27)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (NOV 2025) (DEVIATION 25-27)
52.209-7 Information Regarding Responsibility Matters. (NOV 2025) (DEVIATION 25-27)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018) (NOV 2025) (DEVIATION 25-27)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (NOV 2025) (DEVIATION 25-27)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (NOV 2025) (DEVIATION 25-27)
52.209-12 Certification Regarding Tax Matters. (OCT 2025)
52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (NOV 2025) (DEVIATION 25-27)
52.211-11 Liquidated Damages-Supplies, Services, or Research and Development. (SEP 2000)
52.215-1 Instructions to Offerors-Competitive Acquisition. (OCT 2025) (DEVIATION 26-08)
52.215-2 Audit and Records—Negotiation. (OCT 2025) (DEVIATION 26-08)
52.215-8 Order of Precedence-Uniform Contract Format. (OCT 2025) (DEVIATION 26-08)
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications. (OCT 2025) (DEVIATION 26-08)
52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2025) (DEVIATION 26-08) (
52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications. (OCT 2025) (DEVIATION 26-08)
52.215-14 Integrity of Unit Prices. (NOV 2021)

52.215-15 Pension Adjustments and Asset Reversions. (OCT 2025) (DEVIATION 26-08)
52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (OCT 2025) (DEVIATION 26-08)
52.215-19 Notification of Ownership Changes. (OCT 2025) (DEVIATION 26-08)
52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (OCT 2025) (DEVIATION 26-08)
52.216-27 Single or Multiple Awards. (OCT 1995)
52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)
52.217-5 Evaluation of Options. (SEP 2025) (DEVIATION 25-36)
52.219-8 Utilization of Small Business Concerns. (OCT 2025) (DEVIATION 26-03)
52.219-9 Small Business Subcontracting Plan. (MAY 2026) (DEVIATION 26-03, Revision 2)
52.219-16 Liquidated Damages-Subcontracting Plan. (OCT 2025) (DEVIATION 26-03)
52.219-28 Postaward Small Business Program Rerepresentation. (OCT 2025) (DEVIATION 26-03)
52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
52.222-3 Convict Labor. (JUN 2003)
52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation. (OCT 2025) (DEVIATION 26-10)
52.222-35 Equal Opportunity for Veterans. (OCT 2025) (DEVIATION 26-10)
52.222-36 Equal Opportunity for Workers with Disabilities. (OCT 2025) (DEVIATION 26-10)
52.222-37 Employment Reports on Veterans. (OCT 2025) (DEVIATION 26-10)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-41 Service Contract Labor Standards. (AUG 2018)
52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (AUG 2018)
52.222-49 Service Contract Labor Standards-Place of Performance Unknown. (MAY 2014)
52.222-50 Combating Trafficking in Persons. (OCT 2025)
52.222-54 Employment Eligibility Verification. (OCT 2025) (DEVIATION 26-10)
52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)
52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)
52.222-90 Addressing DEI Discrimination by Federal Contractors. (APR 2026) (DEVIATION 26-10, Revision 2)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (OCT 2025) (DEVIATION 26-12)
52.223-3 Hazardous Material Identification and Material Safety Data. (OCT 2025) (DEVIATION 26-12)
52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)
52.223-7 Notice of Radioactive Materials. (OCT 2025) (DEVIATION 26-12)
52.223-10 Waste Reduction Program. (MAY 2024)

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (OCT 2025) (DEVIATION 26-12)
52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (OCT 2025) (DEVIATION 26-12)
52.223-23 Sustainable Products and Services. (OCT 2025) (DEVIATION 26-12)
52.224-1 Privacy Act Notification. (APR 1984)
52.224-2 Privacy Act. (APR 1984)
52.224-3 Privacy Training. (JAN 2017)
52.225-1 Buy American-Supplies. (OCT 2025) (DEVIATION 26-09)
52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act. (NOV 2023)
52.225-14 Inconsistency between English Version and Translation of Contract. (FEB 2000)
52.226-7 Drug-Free Workplace. (MAY 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)
52.227-1 Authorization and Consent. (JUN 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)
52.227-10 Filing of Patent Applications-Classified Subject Matter. (DEC 2007)
52.227-11 Patent Rights-Ownership by the Contractor. (MAY 2014)
52.227-14 Rights in Data-General. (MAY 2014)
52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)
52.227-17 Rights in Data-Special Works. (DEC 2007)
52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems. (MAY 2014)
52.227-22 Major System-Minimum Rights. (JUN 1987)
52.228-2 Additional Bond Security. (OCT 1997)
52.228-5 Insurance-Work on a Government Installation. (JAN 1997)
52.229-3 Federal, State, and Local Taxes. (FEB 2013)
52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)
52.229-11 Tax on Certain Foreign Procurements—Notice and Representation. (JUN 2020)
52.229-12 Tax on Certain Foreign Procurements. (FEB 2021)
52.230-2 Cost Accounting Standards. (SEP 2025) (DEVIATION 25-29)
52.230-3 Disclosure and Consistency of Cost Accounting Practices. (JUN 2020)
52.230-4 Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns. (JUN 2020)
52.230-6 Administration of Cost Accounting Standards. (JUN 2010)
52.232-1 Payments. (APR 1984)
52.232-8 Discounts for Prompt Payment. (FEB 2002)
52.232-9 Limitation on Withholding of Payments. (APR 1984)
52.232-11 Extras. (APR 1984)
52.232-17 Interest. (MAY 2014)
52.232-18 Availability of Funds. (APR 1984)
52.232-23 Assignment of Claims. (MAY 2014)
52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services. (NOV 2021)

52.232-30 Installment Payments for Commercial Products and Commercial Services. (NOV 2021)
52.232-32 Performance-Based Payments. (APR 2012)
52.232-33 Payment by Electronic Funds Transfer-System for Award Management. (OCT 2018)
52.232-37 Multiple Payment Arrangements. (MAY 1999)
52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)
52.233-1 Disputes. (AUG 2025) (DEVIATION 25-25)
52.233-2 Service of Protest. (AUG 2025) (DEVIATION 25-25)
52.233-3 Protest after Award. (AUG 2025) (DEVIATION 25-25)
52.233-4 Applicable Law for Breach of Contract Claim. (AUG 2025) (DEVIATION 25-25)
52.237-1 Site Visit. (APR 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.237-3 Continuity of Services. (JAN 1991)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (AUG 2025) (DEVIATION 25-23)
52.240-91 Security Prohibitions and Exclusions. (AUG 2025) (DEVIATION 25-23)
52.240-92 Security Requirements. (AUG 2025) (DEVIATION 25-23)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems. (AUG 2025) (DEVIATION 25-23)
52.242-1 Notice of Intent to Disallow Costs. (APR 1984)
52.242-5 Payments to Small Business Subcontractors. (JAN 2017)
52.242-13 Bankruptcy. (JUL 1995)
52.242-15 Stop-Work Order. (AUG 1989)
52.242-17 Government Delay of Work. (APR 1984)
52.243-1 Changes-Fixed-Price. (JUNE 2025) (DEVIATION 25-09) (Alt I)
52.243-7 Notification of Changes. (JUNE 2025) (DEVIATION 25-09)
52.244-2 Subcontracts. (JUN 2020)
52.244-5 Competition in Subcontracting. (AUG 2024)
52.244-6 Subcontracts for Commercial Products and Commercial Services. (APR 2026) (DEVIATION 26-10, Revision 2)
52.245-1 Government Property. (SEP 2021)
52.245-9 Use and Charges. (APR 2012)
52.246-2 Inspection of Supplies-Fixed-Price. (AUG 1996)
52.246-4 Inspection of Services-Fixed-Price. (AUG 1996)
52.246-16 Responsibility for Supplies. (APR 1984)
52.246-20 Warranty of Services. (MAY 2001)
52.246-25 Limitation of Liability-Services. (FEB 1997)
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (NOV 2021)
52.247-68 Report of Shipment (REPSHIP). (FEB 2006)
52.248-1 Value Engineering. (JUN 2020)
52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)
52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
52.250-1 Indemnification Under Public Law 85-804. (APR 1984)

52.250-3 SAFETY Act Block Designation/Certification. (FEB 2009)
52.250-5 SAFETY Act Equitable Adjustment. (FEB 2009)
52.253-1 Computer Generated Forms. (OCT 2025) (DEVIATION 26-10)

I.2 HSAR Clauses

3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items. (HSAR DEVIATION 25-09)

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:

(A) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X__3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_3052.209-72 Organizational Conflicts of Interest.

_X_3052.209-73 Limitation on Future Contracting.

_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_3052.240-71 Contractor Employee Access. (HSAR DEVIATION 25-12)

__X_3052.240-72 Safeguarding of Controlled Unclassified Information. (HSAR DEVIATION 25-12)

__X__3052.240-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents. (HSAR DEVIATION 25-12)

__X__3052.242-72 Contracting Officer's Representative.

(End of clause)

Additional HSAR clauses may be included as required for TSA.

PART III – ATTACHMENTS

Attachment 1 - Performance Work Statement

Attachment A - Gold+_CM Req_Attachment_4.13.26

1 Gold+_CM Req_Attachment

2 L001 - Configuration Management Plan

3 L002 - Master Configuration Item List

4 L003 - Engineering Change Proposal

4 L003 - Engineering Change Proposal

6 L005 - Request for Waiver

7 L007 - Configuration Status Accounting Report

8 L008 - Configuration Audit Plan

9 L009 - Configuration Audit Summary Report

Attachment B - Gold+_Maintenance Req_Attachment_4.13.26

10 Attachment A - Radiation Survey and Radioactive Leak Test Rec

11 Attachment B - TSE Metrics Terms and Definitions and RMA Metrics

12 Attachment C - Failure Mode Indicator Codes

13 Attachment D - TSE Database

14 Attachment E -SLA Performance Metrics

15 Attachment F - TSE RMA Metrics

16 Attachment G - TSA Media Sanitization Certificate

17 Gold+_Maintenance Req_Attachment

18 Attachment C - SSI Policies and Procedures Handbook

19 Attachment D - ITAR_Terms-Conditions GOLD+

20.1 Attachment E - cap_acceptable_capability_list _R

Attachment F - checkpoint-requirements-and-planning-guide

21 Checkpoint-requirements-and-planning-guide

22 PGDS+v8.0+Appendices

23 PGDS+v8.0+Main

24 Attachment G - TSA T&E Guidebook Rev 6 – Final

25 Attachment H - TSA Handbook 1100.73-2, FINAL, 201218

Attachment I - Governance

27 OD-400-50-1-5H Reporting Customer Thruput-Wait_Times_111220_FINAL_sig

28 TSA MD 200.51, FINAL, 171114

29 TSA MD 200.52, FINAL, 2, 160829

30 TSA MD 1000.15, FINAL, 221118, 508C

31 TSA MD 1900.18, FINAL, eff 24.12.04

32 TSA MD1900.8, FINAL, 231025, eff231105

33 TSA-RTWT-Requirements_Final_2026-04-27

Attachment J – Privatized Screening

35 SAFETY ACT BLOCK DESIGNATION NOTICE

36 ESTIMATED CONSUMABLES LIST

37 TRAINING REQUIREMENTS

38 SUITABILITY DETERMINATIONS

39 ACRONYMS AND DEFINITIONS

40 DHS Form 700-23

41 Gold+ Performance Metrics

42 Airport Task Order Summary - Sample

END OF PART III

END OF SOLICITATION