SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	70B01C26R00000096	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	07/06/2026	1 64

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	0020154993	

7. ISSUED BY CODE 7014

DHS - Customs & Border Protection
Information Technology Contracting Division
1300 Pennsylvania Ave, NW

Washington DC 20229

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Muhanad D. Sasa	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

The following documents are incorporated into the Request for Proposal:
- Attachment 1- Statement of Work
- Attachment 2- Wage Determinations
- Attachment 3- EPT BBT Unit Priced Bid Sheet
- Attachment 4- Scheduled Work Bid Form EPT BBT
- Attachment 5- EPT BBT Gate Inspection, Shelter Spec. And TI Design

All work shall be done in accordance with the statement of work and terms and conditions.
The scheduled maintenance work is firm fixed priced.
The unscheduled maintenance work is fixed unit priced.
The contractor shall inform CBP when they meet 75% of the NTE.
* Any applicable updates to the Federal Acquisition Regulation (FAR) made pursuant to the Revolutionary FAR Overhaul (RFP), and subsequently adopted by the Department of Homeland Security via Class Deviation, shall be deemed adopted and included in this contract without adjustment to price. Any clauses contained in this contract that have already been, or are later, updated in the RFP and adopted by DHS shall be considered to be amended to mirror the most up to date FAR RFP language without a change in the price.

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving

☐ award ☐ notice to proceed. This performance period is ☐ mandatory ☐ negotiable ***(SEE _____)***

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES" indicate within how many calendar days after award in Item 12B.)
☐ YES ☐ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time 07/17/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE | FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS ▶ $0.00

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(TYPE OR PRINT)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by the Government)

21. ITEMS ACCEPTED:

22. AMOUNT:
$0.00

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ ITEM
(4 copies unless otherwise specified)

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE
DHS - Customs & Border Protection
Information Technology Contracting Division
1300 Pennsylvania Ave, NW
Washington DC 20229

27. PAYMENT WILL BE MADE BY
US Customs and Border Protection
FAD Mail Stop 203-V
8899 E. 56th Street
Indianapolis IN 46249

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or Print)*

31A. NAME OF CONTRACTING OFFICER *(Type or Print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

TABLE OF CONTENTS

SECTION I SCHEDULES 5
I.1 SCHEDULE OF SUPPLIES/SERVICES 5
I.2 DELIVERY SCHEDULE 5
SECTION II CONTRACT CLAUSES 6
II.1 52.202-1 DEFINITIONS (JUN 2020) 6
II.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985) 6
II.3 52.203-3 GRATUITIES (APR 1984) 6
II.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) 6
II.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020) 6
II.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) 6
II.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) 6
II.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)6
II.10 52.203-17 CONTRACTOR WHISTLEBLOWER RIGHTS (NOV 2023) 6
(Jan. 2011) 6
II.13 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (AUG 2025)(DEVIATION 25-19) 6
II.14 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS (AUG 2025)(DEVIATION 25-19) 7
II.15 52.204-18 [Reserved (AUG 2025) (DEVIATION 25-19)] (effective November 28, 2025) 8
II.16 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) 8
II.17 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2025) (DEVIATION 25-27) 8
II.18 52.209-13 VIOLATIONS OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (NOV 2021) 8
II.19 52.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) 8
II.20 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2025) (DEVIATION 26-08) (EFFECTIVE NOVEMBER 3, 2025) 12
II.21 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2025) (DEVIATION 26-03) – (effective November 3, 2025) 12
II.22 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025) 13
II.23 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025) 13
II.24 52.222-7 WITHHOLDING OF FUNDS (MAY 2014) 13
II.25 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021) 13
II.26 52.222-9 APPRENTICES AND TRAINEES (JUL 2005) 13
II.27 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) 13
II.28 52.222-11 SUBCONTRACTS (LABOR STANDARDS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025) 13
II.29 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014) 13
II.31 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) 13
II.32 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014) 13
II.33 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025) 13
II.37 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) 14

II.38 52.222-55, MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (OCT 2023)(DEVIATION 24-02) 14
II.40 52.222–62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) 17
II.41 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) 17
II.42 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) 17
II.43 52.227-4 PATENT INEMNITY – CONSTRUCTION CONTRACTS (DEC 2007) 17
II.45 52.228-5 INSURANCE-WORK OF A GOVERNMENT INSTALLATION (JAN 1997) 17
II.46 52.228-11 PLEDGES OF ASSETS (FEB 2021) (DEVIATION May 2023) 17
II.47 52.228-12 PROSPECTIVE SUBCONTRACTORS REQUEST FOR BONDS (DEC 2022) 17
II.48 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000) 17
II.49 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014) 17
II.50 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUN 2020) (DEVIATION May 2023) 17
II.51 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) 17
II.52 52.232-17 INTEREST (MAY 2014) 17
II.53 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) 17
II.54 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017) 17
II.55 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) 17
II.56 52.233-1 DISPUTES (AUG 2025) (DEVIATION 25-25) 17
II.57 52.233-1 DISPUTES (AUG 2025), ALT 1 (DEVIATION 25-25) (effective November 3, 2025) 19
II.58 52.233-3 PROTEST AFTER AWARD (AUG 2025) (DEVIATION 25-25) 19
II.59 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (AUG 2025) (DEVIATION 25-25 19
II.60 52.236-2 DIFFERING SITE CONDITIONS (AUG 2025) (DEVIATION 25-15) 19
II.61 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (AUG 2025) (DEVIATION 25-15) 19
II.63 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (AUG 2025) (DEVIATION 25-15) 19
II.64 52.236-7 PERMITS AND RESPONSIBILITIES (AUG 2025) (DEVIATION 25-15) 20
II.65 52.236-8 OTHER CONTRACTS (AUG 2025) (DEVIATION 25-15) 20
II.66 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (AUG 2025) (DEVIATION 25-15) 20
II.67 52.236-10 OPERATIONS AND STORAGE AREAS (AUG 2025) (DEVIATION 25-15) 20
II.68 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (AUG 2025) (DEVIATION 25-15) 20
II.69 52.236-12 CLEANING UP (AUG 2025) (DEVIATION 25-15) 20
II.70 52.236-13 ACCIDENT PREVENTION ALT I (AUG 2025) (DEVIATION 25-15) 20
II.71 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (AUG 2025) (DEVIATION 25-15) 20
II.72 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (AUG 2025) (DEVIATION 25-15) 20
II.73 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (AUG 2025) (DEVIATION 25-23) 20
II.74 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (AUG 2025) (DEVIATION 25-23) (effective November 3, 2025) 26
II.75 52.242-13 BANKRUPTCY (JUL 1995) 26
II.76 52.242-14 SUSPENSION OF WORK (APR 1984) 26
II.77 52.243-4 CHANGES (JUNE 2025) (DEVIATION 25-09) 26
II.78 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)(DEVIATION FEB 2025) 26

II.79 52.246-12 INSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996) . 28
II.80 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) 28
II.81 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2020) 28
II.82 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT ALT I (SEPT 1996) 28
II.83 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) 28
II.84 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) 28
II.87 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) 30
The Contractor shall be required to commence work under this contract within the time period specified in the time stated for completion shall include final cleanup of the premises 30
II.88 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2025) (DEVIATION 25-34) (Effective November 28, 2025) 30
II.89 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS - (OCT 2022) ALTERNATE III (DEVIATION) (NOV 2005) 31

II.90 3052.215-70 Key Personnel or Facilities (DEC 2003) 33
II.91 CONTRACT TYPE (OCT 2008) 34
II.92 TERM OF CONTRACT (MARCH 2003) 34
II.93 CONTRACTING OFFICER'S AUTHORITY (MAR 2003) 34
II.94 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2024) 34
II.95 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003) 35
II.96 DISCLOSURE OF INFORMATION (MAR 2003) 35
II.97 NON-PERSONAL SERVICE (MAR 2003) 35
II.98 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (AUG 2022) 36
II.99 HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 2021) 37
II.100 DISCLOSURE OF INFORMATION (MAR 2003) 37
II.101 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 38
II.102 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020) 38
II.103 52.224-3 PRIVACY TRAINING, ALTERNATE I (DEVIATION) 38
II.104 INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINNING (JUL 2023) 39
II.105 3052.204-71 - Contractor Employee Access (JUL 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025) 39
II.106 52.228-15 PERFORMANCE AND PAYMENT BONDS -CONSTRUCTION (OCT 2010) 41
(DEVIATION (MAY 2020)) 41
II.107 3052.240-72 Safeguarding of Controlled Unclassified Unclassified Information (July 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025) 42
II.108 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025) 45
II.109 52.222-55 Minimum Wages for Contractor Workers Under Executive 45
Order 14026 (OCT 2023) (Deviation 24-02) 45
II.110 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (JUN 2006) 48

II.111 GOVERNMENT PROPERTY (SEP 2021) 49
II.112 USE AND CHARGES (APR 2012) 49
II.113 NOTICE OF REQUIRED BID GUARANTEE (MAR 2003) 49
II.114 52.228-1 BID GUARANTEE (SEP 1996) 49

II.115 SECURITY PROCEDURES (AUG 2022) 49
II.116 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007) 54
II.117 CONTRACT SERVICES NOT REQUIRING A BACKGROUND INVESTIGATION (MAY 2022) 54
SECTION III SOLICITATION PROVISIONS 57
III.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 57
III.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017) 57
III.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015) 57
III.4 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009) 57
III.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (Deviation 25-27) 57
III.6 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) 57
III.7 52.216-1 TYPE OF CONTRACT (APR 1984) (DEVIATION 26-04) (effective November 28, 2025) 58
III.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) 58
III.10 52.212-1 INSTRUCTIONS to OFFERORS–COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) 59
III.11 52.212-2 EVALUATION – COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21) 60
III.12 52.233-2 SERVICE OF PROTEST (AUG 2025) (DEVIATION 25-25) 58
III.13 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (AUG 2025) (DEVIATION 25-23) 58
III.14 AGENCY LEVEL PROTEST NOTICE (APR 2003) 62

SECTION I SCHEDULES

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	EBT BBT Maintenance Base - PM	1.000	EA		
20	EBT BBT Maintenance Base - Scheduled	1.000	EA		
30	EBT BBT Maintenance Base - Unscheduled	1.000	EA	NTE	

Total Funded Value of Award:

I.2 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	TBD
	20	1.000	TBD
	30	1.000	TBD

SECTION II CONTRACT CLAUSES

*Please note that certain DHS FAR DEVIATIONS for the Revolutionary FAR Overhaul (RFO) are now in effect. See FAR Overhaul - FAR Part DEVIATION Guidance | Acquisition.GOV. CBP reserves the right to unilaterally modify this contract to incorporate additional DEVIATIONS arising from the RFO. As such, offerors should become familiar with those DEVIATIONS prior to entering into this contract. Acceptance of this contract is acceptance of unliteral modifications by the Government to incorporate any RFO deviation.

* Clauses applicable to construction will apply to construction work performed under this Contract.

II.1 52.202-1 DEFINITIONS (JUN 2020)

II.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)

II.3 52.203-3 GRATUITIES (APR 1984)

II.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

II.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

II.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

II.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

II.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

II.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

II.10 52.203-17 CONTRACTOR WHISTLEBLOWER RIGHTS (NOV 2023)

II.11 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

II.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

II.13 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (AUG 2025) (DEVIATION 25-19)

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

Commercial and Government Entity code means–

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

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to–

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

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

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

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) *Commercial and Government Entity (CAGE) code*. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

II.14 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (AUG 2025)(DEVIATION 25-19)

(a) *Definition*. As used in this clause–

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) *Requirement*. The Contractor shall report, according to paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) *Report elements.* The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) *Remedies*. The Contractor shall submit the information required in paragraph (c) of this clause in the System for Award Management (SAM) at https://www.sam.gov (see SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under the Federal Acquisition Regulation part 42.

(e) *Review*. Agencies will review Contractor-reported information for reasonableness and consistency with available contract information. If the agency believes that revisions to the Contractor's reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or put its reason in writing for the agency.

(f) *First-tier subcontracts*.

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.303(b), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall tell the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

II.15 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

II.16 52.204-91 CONTRACTOR IDENTIFICATION (AUG 2025) (DEVIATION 25-19)

II.17 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2025) (DEVIATION 25-27)

II.18 52.209-13 VIOLATIONS OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (NOV 2021)

II.19 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)

II.20 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2025) (DEVIATION 26-08) (EFFECTIVE NOVEMBER 3, 2025)

II.21 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2025) (DEVIATION 26-03) – (effective November 3, 2025)

(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— [Contracting Officer check as appropriate.] □ By the end of the base term of the contract and then by the end of each subsequent option period; or □ 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)

II.22 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.23 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.24 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

II.25 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

II.26 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

II.27 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

II.28 52.222-11 SUBCONTRACTS (LABOR STANDARDS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.29 52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

II.30 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

II.31 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

II.32 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

II.33 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.34 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (OCT 2025) (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.35 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2025) (OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.36 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

II.37 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2014)

II.38 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

II.39 52.222-55, MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (OCT 2023)(DEVIATION 24-02)

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

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker --

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order Minimum wage rate*. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price

adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not

directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records*. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all

subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

II.40 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2025) OCT 2025) (DEVIATION 26-10) (effective November 3, 2025)

II.41 52.222–62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

II.42 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

II.43 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

II.44 52.227-4 PATENT INEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)

II.45 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997) Clause will be incorporated as needed at the Task Order level.

II.46 52.228-5 INSURANCE-WORK OF A GOVERNMENT INSTALLATION (JAN 1997)

II.47 52.228-11 PLEDGES OF ASSETS (FEB 2021) (DEVIATION May 2023)

II.48 52.228-12 PROSPECTIVE SUBCONTRACTORS REQUEST FOR BONDS (DEC 2022)

II.49 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

II.50 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

II.51 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUN 2020) (DEVIATION May 2023)

II.52 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

II.53 52.232-17 INTEREST (MAY 2014)

II.54 52.232-18 AVAILABILITY OF FUNDS

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

II.55 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

II.56 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

II.57 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

II.58 52.233-1 DISPUTES (AUG 2025), ALT 1 (DEVIATION 25-25) (effective November 3, 2025)

II.59 52.233-3 PROTEST AFTER AWARD (AUG 2025) (DEVIATION 25-25)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either–

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the

Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if–

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

II.60 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (AUG 2025) (DEVIATION 25-25)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

II.61 52.236-2 DIFFERING SITE CONDITIONS (AUG 2025) (DEVIATION 25-15)

II.62 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (AUG 2025) (DEVIATION 25-15)

II.63 52.236-5 MATERIAL AND WORKMANSHIP (AUG 2025) (DEVIATION 25-15)

II.64 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (AUG 2025) (DEVIATION 25-15)

II.65 52.236-7 PERMITS AND RESPONSIBILITIES (AUG 2025) (DEVIATION 25-15)

II.66 52.236-8 OTHER CONTRACTS (AUG 2025) (DEVIATION 25-15)

II.67 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (AUG 2025) (DEVIATION 25-15)

II.68 52.236-10 OPERATIONS AND STORAGE AREAS (AUG 2025) (DEVIATION 25-15)

II.69 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (AUG 2025) (DEVIATION 25-15)

II.70 52.236-12 CLEANING UP (AUG 2025) (DEVIATION 25-15)

II.71 52.236-13 ACCIDENT PREVENTION ALT I (AUG 2025) (DEVIATION 25-15)

II.72 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (AUG 2025) (DEVIATION 25-15)

II.73 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (AUG 2025) (DEVIATION 25-15)

II.74 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (AUG 2025) (DEVIATION 25-23)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

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

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

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

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

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

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

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

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)–

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following–

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that–

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means–Kaspersky Lab;

(1) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(2) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(3) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency–

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

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

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or

packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act–covered foreign entities.

(i) *Prohibition*. The Contractor is prohibited from–Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

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

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

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The *Contractor* is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iii) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at `https://dibnet.dod.mil`.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as instructed by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

II.75 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (AUG 2025) (DEVIATION 25-23) (effective November 3, 2025)

II.76 52.242-13 BANKRUPTCY (JUL 1995)

II.77 52.242-14 SUSPENSION OF WORK (APR 1984)

II.78 52.243-4 CHANGES (JUNE 2025) (DEVIATION 25-09)

II.79 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)(DEVIATION FEB 2025)

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

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) , other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.20 4-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C.637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(xi) Reserved.

(xii) Reserved.

(xiii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a));

(xiv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793).

(xv) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).

(xvi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(B) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(C) Alternate I (MAR 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

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

(xxi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) , if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C.2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

II.80 52.246-12 NSPECTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

II.81 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

II.82 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2020)

II.83 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT ALT I (SEPT 1996)

II.84 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

II.85 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II.86 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

II.87 52.225-9 BUY AMERICAN--CONSTRUCTION MATERIALS (OCT 2025) (DEVIATION 26-09) (effective November 28, 2025)

(a) Definitions. As used in this clause— Commercially available off-the-shelf (COTS) item— (1) Means any item of supply (including construction material) that is– (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The

term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material. Cost of components means— (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material. Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105. Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105. Domestic construction material means— (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both- (i) An unmanufactured construction material mined or produced in the United States; or (ii) A construction material manufactured in the United States, if– (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or (B) The construction material is a COTS item; or (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components”. Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws. Foreign construction material means a construction material other than a domestic construction material. Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. "United States" means the 50 States, the District of Columbia, and outlying areas. (b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR (a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause. (2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
_____[Contracting Officer to list applicable excepted materials or indicate “none”] (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that- (i) The cost of domestic construction material would be unreasonable. (A) For domestic construction material that is not a critical item or does not contain critical components. (1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent; (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause. (3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030. (B) For domestic construction material that is a critical item or contains critical components.(1) The cost of a particular domestic construction material that is a critical item or contains critical

components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105. (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause. (3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030. (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. (c) Request for determination of inapplicability of the Buy American statute. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including- (A) A description of the foreign and domestic construction materials; (B) Unit of measure; (C) Quantity; (D) Price; (E) Time of delivery or availability; (F) Location of the construction project; (G) Name and address of the proposed supplier; and (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause. (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued). (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination. (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause. (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute. (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers: Foreign and Domestic Construction Materials Price Comparison _Construction Material Description _Unit of Measure _Quantity _Price (dollars)* Item1: Foreign construction material ____Domestic construction material _Item 2: Foreign construction material _____ Domestic construction material _[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]. [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] Alternate I (Oct 2022). As prescribed in 25.602(a)(3) substitute the following sentence for the first sentence in paragraph (1)(ii)(A) of the definition of “domestic construction material” in paragraph (a): (A) The cost of its components mined, produced, or manufactured in the United States exceeds _____percent of the cost of all its components. [Contracting officer to insert the percentage.

(End of clause)

II.88 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to commence work under this contract within the time period specified in the time stated for completion shall include final cleanup of the premises.

II.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEPT 2025) (DEVIATION 25-34) (Effective November 28, 2025)

a) Definitions. As used in this clause— Commercial products, commercial services and no developmental items have the meanings contained in Federal Acquisition Regulation (FAR) 2.101. Subcontract has the meaning at FAR 44.401 (b) Requirements. (1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract. (2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause: Number Title Date 52.203-13 Contractor Code of Business Ethics and Conduct NOV 2021 52.203-17 Contractor Employee Whistleblower Rights NOV 2023 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements JAN 2017 52.204-9 Personal Identity Verification of

Contractor Personnel JAN 2011 52.219-8 * Utilization of Small Business Concerns JAN 2025 52.222-35 Equal Opportunity for Veterans JUN 2020 52.222-36 Equal Opportunity for Workers with Disabilities JUN 2020 52.222-37 Employment Reports on Veterans JUN 2020 52.222-40 Notification of Employee Rights Under the National Labor Relations Act DEC 2010 52.222-41 Service Contract Labor Standards AUG 2018 52.222-50 Combating Trafficking in Persons NOV 2021 52.222-50 with Alt I Combating Trafficking in Persons, with its Alternate I MAR 2015 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements MAY 2014 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— MAY 2014 Page Requirements 52.222-54 Employment Eligibility Verification JAN 2025 52.222-62 Paid Sick Leave Under Executive Order 13706 JAN 2022 52.224-3 Privacy Training JAN 2017 52.224-3 with Alt I Privacy Training, with Alternate I JAN 2017 52.225-26 Contractors Performing Private Security Functions Outside the United States OCT 2016 52.232-40 Providing Accelerated Payments to Small Business Subcontractors MAR 2023 52.240-3 Security Prohibitions and Exclusions DATE 52.240-3 with Alt I Security Prohibitions and Exclusions, with its Alternate I DATE 52.240-4 Security Requirements DATE 52.240-4 with Alt II Security Requirements, with its Alternate II DATE 52.247-64 Preference for Privately Owned U.S.- Flag Commercial Vessels NOV 2021 * Include only if the subcontract offers further subcontracting opportunities. If the subcontract Page (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract

(End of clause)

II.90 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS - (OCT 2022) ALTERNATE III (DEVIATION) (NOV 2005)

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A contracting officer may consider a joint venture for contract award. SBA does not approve joint ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant eligibility.

(d) The _____ *[insert name of SBA's contractor]*shall notify the *CBP Contracting Officer Donna McMullen* Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

II.91 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

In accordance with 19.811-3(d)(3), substitute the following for the paragraph (c) in FAR 52.219 18:
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(End of Clause)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

____3052.216–70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

____3052.219–72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

____3052.247–70 F.o.B. Origin Information.

____Alternate I

____Alternate II

____3052.247–71 F.o.B. Origin Only.

____3052.247–72 F.o.B. Destination Only.

(b) Clauses.

__X__3052.203–70 Instructions for Contractor Disclosure of Violations.

__X__3052.204–71 Contractor Employee Access.

__X__Alternate I

____Alternate II

__X__3052.204–72 Safeguarding of Controlled Unclassified Information.

_X_3052.204–73 48 CFR 3052.240–73, Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (JULY 2023) (HSAR DEVIATION 25-12)

__X__3052.205–70 Advertisement, Publicizing Awards, and Releases.

__X__Alternate I

__ __3052.209–72 Organizational Conflicts of Interest.
(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is:

[Click here to enter text.] Potential offerors may have had access to non public Government information that would provide an unfair competitive advantage under the present solicitation.

[Click here to enter text.] Potential offerors may have an unfair competitive advantage because they developed or established the ground rules for the present solicitation.

[Click here to enter text.] Potential offerors may have an unfair competitive advantage because they have been in a position to evaluate other potential competitors or they had access to the non public information of other potential competitors under this solicitation.

[Click here to enter text.] Potential offerors have a conflicting role that will prevent them from providing unbiased advice or assistance.

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

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

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

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

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

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

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

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

(End of provision)

____3052.209–73 Limitation on Future Contracting.

__X__3052.215–70 Key Personnel or Facilities. (see full text clause below)

____3052.216–71 Determination of Award Fee.

____3052.216–72 Performance Evaluation Plan.

____3052.216–73 Distribution of Award Fee.

____3052.219–71 DHS Mentor Protégé Program.

__X__3052.228–70 Insurance.

____3052.236–70 Special Provisions for Work at Operating Airports.

__X__3052.242–72 Contracting Officer's Representative.

(End of clause)

II.92 3052.215-70 Key Personnel or Facilities (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract (see SOW):

- Senior Program Manager
- Quality Control Manager
- Safety Manager
- Sector Project Manager
- Analyst

(End of clause)

II.93 CONTRACT TYPE (OCT 2008)

This is a hybrid contract with firm fixed price CLINs and fixed unit price CLINs. The fixed unit price CLINs will include a "not to exceed" (NTE) ceiling that is not to be exceeded.

[End of Clause]

II.94 TERM OF CONTRACT (MARCH 2003)

The term of this contract is up to 5 years, a base year and four one year option periods.

[End of Clause]

II.95 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

II.96 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2024)

1. Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

2. "*Payment request*" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: https://www.ipp.gov.

3. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (The Contracting Officer is required to list the documentation required under this contract. If no documentation is required, enter “none”.):

   - Original Invoices
   - Payrolls

4. The IPP was designed and developed for Contractors to enroll, access, and use IPP for submitting requests for payment.

   a. If the Contractor is not registered in IPP, CBP will initiate a request to the U.S. Department of Treasury to grant access. The Contractor's System for Award Management (SAM) accounts receivable point of contact will receive an email notification from the U.S. Department of Treasury with instructions to register with ID.me or Login.gov. Once registered, the Contractor is required to log in to the IPP Application at https://www.ipp.for.fiscal.treasury.gov/ and submit their invoices.

5. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer. The Contracting Officer will provide the waiver request form to the Contractor to complete upon request.

6. In accordance with FAR 32.904(b), the Contracting Officer, in conjunction with the COR will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

7. Contractor assistance with the use of IPP can be obtained by emailing the U.S. Treasury IPP Customer Support at IPPCustomerSupport@fiscal.treasury.gov or by phone at (866) 973-3131.

(End of Supplementary Term and Condition)

II.97 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

II.98 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

II.99 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as

described in Office of Federal Procurement Policy Letter 92-1

2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

   (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.

   (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.

   (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

II.100 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (AUG 2022)

A. Contractor Performance Evaluations

Interim and final performance evaluation reports will be prepared on this contract or order in accordance with FAR Subpart 42.15. A final performance evaluation report will be prepared at the time the work under this contract or order is completed. In addition to the final performance evaluation report, an interim performance evaluation report will be prepared annually to coincide with the anniversary date of the contract or order.

Interim and final performance evaluation reports will be provided to the contractor via the Contractor Performance Assessment Reporting System (CPARS) after completion of the evaluation. The CPARS Assessing Official Representatives (AORs) will provide input for interim and final contractor performance evaluations. The AORs may be Contracting Officer’s Representatives (CORs), project managers, and/or contract specialists. The CPARS Assessing Officials (AOs) are the contracting officers (CO) or contract specialists (CS) who will sign the evaluation report and forward it to the contractor representative via CPARS for comments.

The contractor representative is responsible for reviewing and commenting on proposed ratings and remarks for all evaluations forwarded by the AO. After review, the contractor representative will return the evaluation to the AO via CPARS.

The contractor representative will be given up to fourteen (14) days to submit written comments or a rebuttal statement. Within the first seven (7) calendar days of the comment period, the contractor representative may request a meeting with the AO to discuss the evaluation report. The AO may complete the evaluation without the contractor representative’s comments if none are provided within the fourteen (14) day comment period. Any

disagreement between the AO/CO and the contractor representative regarding the performance evaluation report will be referred to the Reviewing Official (RO) within the division/branch the AO is assigned. Once the RO completes the review the evaluation is considered complete, and the decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file and may be used in future award decisions.

B. Designated Contractor Representative The contractor must identify a primary representative for this contract and provide the full name, title, phone number, email address, and business address to the CO within 30 days after award.

C. Electronic Access to Contractor Performance Evaluations

The AO will request CPARS user access for the contractor by forwarding the contractor's primary and alternate representatives' information to the CPARS Focal Point (FP).

The FP is responsible for CPARS access authorizations for Government and contractor personnel. The FP will set up the user accounts and will create system access to CPARS.

The CPARS application will send an automatic notification to users when CPARS access is granted. In addition, contractor representatives will receive an automated email from CPARS when an evaluation report has been completed

(End of Supplementary Terms and Conditions)

II.101 HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 2021)

U.S. Customs and Border Protection (CBP) personnel observe the following days as Federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	Inauguration Day*

*Unless otherwise specified, Inauguration Day is a holiday for federal employees only in the District of Columbia, Montgomery and Prince George's counties in Maryland, Arlington and Fairfax counties in Virginia, and the cities of Alexandria and Falls Church in Virginia. It is also a holiday for district employees in Washington DC.

CBP observes any other day as a Federal holiday designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, and/or as defined within the statement of requirements, contractor personnel will not be able to perform on site under this contract with CBP on the holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract.

In the event CBP grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances, the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

[End of Clause]

II.102 DISCLOSURE OF INFORMATION (MAR 2003)

A. General

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

(End of Clause)

II.103 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 15 days of contract expiration.

(End of clause)

II.104 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2020)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; 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 60 months.

(End of clause)

II.105 52.224-3 PRIVACY TRAINING, ALTERNATE I (DEVIATION)

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

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

(1) Have access to a system of records;

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

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

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

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

Contracting Officer.

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

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

(1) Have a system of records;

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

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

(End of clause)

II.106 INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINNING (JUL 2023)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

II.107 3052.204-71 - Contractor Employee Access (JUL 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025)

(a) Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity

creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information: (1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008); (2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee; (3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”; (4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015; (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department; (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization; (7) Information Systems Vulnerability Information (ISVI) means: (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system; (8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department; (9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting; (10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation; (11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual’s identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual. (i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver’s license or State identification numbers, Alien Registration Page 10 of 23 Numbers (A-numbers), financial account numbers, and biometric identifiers. (ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual’s name or other unique identifier plus one or more of the following elements: (A) Truncated SSN (such as last 4 digits); (B) Date of birth (month, day, and year); (C) Citizenship or immigration status; (D) Ethnic or religious affiliation; (E) Sexual orientation; (F) Criminal history; (G) Medical information; and (H) System authentication information, such as mother’s birth name, account passwords, or personal identification numbers (PINs). (iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual. (b) Information

Resources means information and related resources, such as personnel, equipment, funds, and information technology. (c)

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures. (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns. (e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter. (f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

(End of clause)

Alternate I (JUL 2023)
When the contract will require Contractor employees to have access to information resources, add the following paragraphs:
(g) Before receiving access to information resources under this contract, the individual must complete a security briefing; additional training for specific categories of CUI, if identified in the contract; and any nondisclosure agreement furnished by DHS. The Contracting Officer's Representative (COR) will arrange the security briefing and any additional training required for specific categories of CUI.
(h) The Contractor shall have access only to those areas of DHS information resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the COR, are strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for DHS. It is not a right, a guarantee of access, a condition of the contract, or government-furnished equipment (GFE).
(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management, or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
(1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and
(2) The waiver must be in the best interest of the Government.
(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

II.108 3052.240-72 Safeguarding of Controlled Unclassified Unclassified Information (July 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025)

a) Definitions. As used in this clause— Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls. Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified

information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information: (1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008); (2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee; (3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”; (4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015; (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department; (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization; (7) Information Systems Vulnerability Information (ISVI) means: (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system; (8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department; (9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting; (10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation; (11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual’s identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual. (i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver’s license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers. (ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual’s name or other unique identifier plus one or more of the following elements: (A) Truncated SSN (such as last 4 digits); (B) Date of birth (month, day, and year); (C) Citizenship or immigration status; (D) Ethnic or religious affiliation; (E) Sexual orientation; (F) Criminal history; (G) Medical information; and (H) System authentication information, such as mother’s birth name, account passwords, or personal identification numbers (PINs). (iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual. Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form. Federal information system means an information system used or operated

by an agency or by a Contractor of an agency or by another organization on behalf of an agency. Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information. Incident means an occurrence that— (1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. Information Resources means information and related resources, such as personnel, equipment, funds, and information technology. Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide— (1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity; (2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and (3) Availability, which means ensuring timely and reliable access to and use of information. Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. (b) Handling of Controlled Unclassified Information. (1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at https://www.dhs.gov/dhs-security-and-trainingrequirements-contractors. (2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract. (3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed. (4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings. (c) Incident Reporting Requirements. (1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at https://www.dhs.gov/dhs-security-and-training- requirements-contractors. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC. (2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery. (3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a FIPS 140-2/140-3 Security Requirements for Cryptographic Modules validated cryptographic module identified on https://csrc.nist.gov/projects/cryptographic-module-validationprogram/validated-modules. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator. (4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract. (2) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report: (i) Unique Entity Identifier (UEI); (ii) Contract numbers affected unless all contracts by the company are affected; (iii) Facility CAGE code if the location of the event is different than the prime Contractor location; (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email); (v) Contracting Officer POC (address, telephone, and email); (vi) Contract clearance level; (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network; (viii) Government programs, platforms, or systems involved; (ix) Location(s) of incident; (x) Date and time the incident was discovered; (xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level; (xii) Description of the government PII or SPII contained within the system; and (xiii) Any additional information relevant to the incident. (d) Incident Response Requirements. (1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer. (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents. (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following: (i) Inspections; (ii) Investigations; (iii) Forensic reviews; (iv) Data analyses and processing; and (v) Revocation of the Authority to Operate (ATO), if applicable. (4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The

monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest. (5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities. (e) Certificate of Sanitization of Government and Government-Activity-Related Files and Information. Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, Guidelines for Media Sanitization. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, Guidelines for Media Sanitization, Appendix G. (f) Other Reporting Requirements. Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements. (g) Subcontracts. The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of Clause)

II.109 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023) (HSAR DEVIATION 25-12) (effective November 3, 2025)

(a) Definitions. Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual. (1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers. (2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements: (i) Truncated SSN (such as last 4 digits); (ii) Date of birth (month, day, and year); (iii) Citizenship or immigration status; (iv) Ethnic or religious affiliation; (v) Sexual orientation; (vi) Criminal history; (vii) Medical information; and (viii) System authentication information, such as mother's birth name, account Page 22 of 23 passwords, or personal identification numbers (PINs). (3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual. (b) PII and SPII Notification Requirements. (1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer. (2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer. (3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include: (i) A brief description of the incident; (ii) A description of the types of PII or SPII involved; (iii) A statement as to whether the PII or SPII was encrypted or protected by other means; (iv) Steps individuals may take to protect themselves; (v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and (vi) Information identifying who individuals may contact for additional information. (c) Credit Monitoring Requirements. The Contracting Officer may direct the Contractor to: (1) Provide notification to affected individuals as described in paragraph (b). (2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided inthe information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from Page 23 of 23 a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include: (i) Triple

credit bureau monitoring; (ii) Daily customer service; (iii) Alerts provided to the individual for changes and fraud; and (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts. (3) Establish a dedicated call center. Call center services shall include: (i) A dedicated telephone number to contact customer service within a fixed period; (ii) Information necessary for registrants/enrollees to access credit reports and credit scores; (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics; (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate; (v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

II.110 3052.223-70 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (JUN 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain

all requisite licenses and permits within 30 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

II.111 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

II.112 52.245-9 USE AND CHARGES (APR 2012)

II.113 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds--

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be BOND 10 PCT percent of the bid price or $BOND_PRICE, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

II.114 SECURITY PROCEDURES (AUG 2022)
Personnel Security
CBP Suitability Requirements

1. All Contractor Employees requiring access to CBP facilities and its information technology networks and systems must undergo an investigation to determine suitability for employment. Based on the position sensitivity designation, OPR/Personnel Security Division initiates either a T4 or T5 Background Investigation in

accordance with CBP Personnel Security Handbook, HB 1400-07A.

2. Contractor Employees who require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with DHS Instruction 121-01-007-01, Revision 1, Chapter 2, Personnel Security Program Standards, § 13, and Citizenship Requirements, § 13F. (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01, Revision 01.
3. Provided the requirements of DHS Instruction Handbook 121-01-007-01 are met as outlined in paragraph I.B.1, below, Contractor Employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated Tier 4 (T4) or Tier 5 (T5) background investigation (U.S. Office of Personnel Management (OPM), Suitability Executive Agent and the Director of National Intelligence (DNI), Security Executive Agent, Federal Investigative Standards, December 2012, or its successor), prior to commencing work on this contract, as outlined in the applicable requirements document, such as a Statement of Work (SOW) or Performance Work Statement (PWS). Exceptions shall be approved on a case-by-case basis with the Contractor Employee's access to facilities, systems, and information limited until the Contractor Employee receives a favorably adjudicated T4 or T5. A favorably adjudicated T4 or T5 shall include various aspects of a Contractor Employee's life, including employment, education, residences,
police, and court inquires, credit history, and national agency checks.
4. For contracts requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T4 or T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (reference CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
5. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP), Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.
6. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. For contracts requiring Contractor Employees to possess a CBP suitability per SOW/PWS requirements, continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract (refer #4).Security Clearance Requirements
    1. Contractor Employees who require access to classified information must be U.S. citizens or have Lawful Permanent Resident (LPR) status in accordance with DHS Instruction Handbook 121-01-007-01, Rev. 01, the Department of Homeland Security Personnel Security, Suitability and Fitness Program, Chapter 2, Personnel Security Program Standards, § 13, Citizenship Requirements. A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01.

2. For contracts requiring Contractor Employees to possess a security clearance *upon contract inception*, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (refer to CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a security clearance *upon contract inception*, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
3. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP), Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee Initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.
4. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract.

Contractor Tracking System

1. All Contractor Employees must be entered into the current agency Contractor Tracking System (CTS) database by the COR or Alternate COR. Additionally, the COR/ACOR shall maintain current, accurate and complete data for Contractor Employees during their performance on the contract. The Contractor Project Manager (CPM) shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS entry. Other relevant information will also be needed for Contractor Employee record submission in the CTS database such as, but not limited to, the Contractor Employee's legal name, brief job description, labor rate, Hash ID, schedule, and location. The CO/COR or designated government personnel shall provide the CPM with instructions for providing required information.

2. The CO/COR may designate responsibility for out-processing to the CPM. The CPM must have an active CBP Background Investigation (BI) and an Active Directory (AD) account (i.e., email, etc.) within the agency. CPM shall provide Contactor Employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 1210-007B, Tracking of Contractor Employees. Failure by the CPM to provide timely notification of Contractor Employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel complete a Contractor Performance Report (under Business Relations) or other performance related measures.

3. Controls

Access Controls

1. The Contractor Employee shall comply with the U.S. Customs and Border Protection's (CBP) administrative, physical, and technical security controls to ensure that the Government's security requirements are met.
2. All Contractor Employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor Employees' departure/separation, all badges, valid HSPD-12 compliant Personal

Identity Verification (PIV) card, building passes, parking permits, keys, and pass cards must be returned to the Contracting Officer's Representative (COR). The COR shall immediately notify the cognizant Physical Security official to ensure that access to all buildings, and facilities, and network are revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Professional Responsibility, Security Management Division (OPR/SMD) shall be notified immediately, if building access is revoked.

3. Contractor Employees in possession of a valid HSPD-12 compliant PIV card are authorized to access Department Headquarters and DHS Component Headquarters while on official business, in accordance with DHS Instruction Manual # 121-01-011-01, Revision # 00.
4. Contractor Employees may be subject to random security screening upon entering certain CBP facilities.
5. Contractor Employees who do not have their PIV cards must sign-in at lobby guard desk, and show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card).

Visitor Security Management

1. Visitors accessing any DHS Headquarters or DHS Component Headquarters facilities are subject to a criminal history check utilizing the National Crime Information Center (NCIC) system, except as stipulated elsewhere in DHS Instruction Manual # 121-01-011-01, Revision # 00.
2. All visitors requesting access to CBP facilities are required to sign-in at designated visitor location, depending on the facility's resources. Visitors are required to show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card), unless otherwise directed by the Facility Security Manager (FSM) or CBP Assistant Technical Representative (ATR).
3. Visitors must be escorted to their intended CBP destination by CBP employees or CBP contractors with a valid CBP-issued PIV card capable of operating the turnstiles. Supplemental access cards cannot be used for escorting purposes without a valid CBP-issued PIV card.
4. Visitor passes will be issued only at designated locations and/or entrances. All visitors are required to pass through screening at the designated entrances. All visitors must be escorted back to the security desk by a CBP employee or CBP contractor.

Information Security Requirements

Managing Sensitive Security Information

1. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor Employee shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
2. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Sensitive Systems Policy Directive 4300A, v.13.1, DHS Sensitive Systems Handbook 4300A, v.12.0, or latest available version, and CBP Information Security Handbook (HB 1400-04A).
4. Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
   a. Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
   b. Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
   c. Information designated as "For Official Use Only," which is unclassified information of a sensitive

nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

d. Any information that is designated “sensitive” or subject to other controls, safeguards, or protections in accordance with subsequently adopted homeland security information handling procedures.

Managing Classified Information

1. Contracts requiring contractor employees to access Classified National Security Information, completion of the DD Form 254 (Contract Security Classification Specification) is necessary for the Contractor (the company) to establish and have on record. Additionally, FAR Clause 52.204-2, Security Requirements, must be included in the solicitation and contract. If desired, a Solicitation DD Form 254 can be added to the solicitation package. Contact the Security Management Division (SMD) for assistance at: cbpsecurity@cbp.dhs.gov.
2. For additional information about the National Industrial Security Program (NISP) please visit the Defense Counterintelligence and Security Agency website and search for The NISPOM Rule.

General Security Responsibilities

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable Contractor Employees shall be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public’s interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Upon completion of this contract, the Contractor Employee shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information have been purged from any Contractor-owned system.
4. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor Employee shall comply with all security policies contained in CBP Handbook 1400-05D, v.7.0, Information Systems Security Policies and Procedures Handbook, or latest available version.

Notification of Contractor Employee Changes

1. The Contractor or CPM shall notify the CO/COR via phone or electronic transmission, immediately after a personnel change becomes known or no later than five (5) business days prior to departure of the Contractor Employee. Telephone notifications must be immediately followed up in writing. CPM’s notification shall include, but is not limited to name changes, resignations, terminations, and reassignments to another contract.
2. The CPM shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change.

Non-Disclosure Agreements

As part of the background investigation package, Contractor Employees are required to execute and submit a Non-Disclosure Agreement (DHS Form 11000-6) as a condition to perform on any CBP contract.

[End of Clause]

II.115 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the Contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1

2. The services to be performed under this contract do not require the Contractor or his personnel to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(a) The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's personnel are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not: Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual Contractor personnel assignments and any daily work direction shall be given by the applicable Contractor supervisor.

(b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any

time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor personnel shall identify themselves as such and specify the name of the company of which they work.

(c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor personnel shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change

its contract, the other contractor should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

3. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor personnel, the Contractor shall promptly notify the CO of this communication or action.

4. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under its responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

II.116 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office
U.S. Customs & Border Protection

[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

II.117 CONTRACT SERVICES NOT REQUIRING A BACKGROUND INVESTIGATION (MAY 2022)

Pre-screening security requirement

Contractors and subcontractors entering a CBP-controlled facility are required to complete requisite pre-screening security checks and are subject to a criminal history and limited background check utilizing the National Crime Information Center (NCIC) system. This request is to be submitted at least 72 hours prior to the date and time where access is required on OMB Form Control No. 3206-0277. Email requests to SMDSECURITYSERVICESBRANCH@cbp.dhs.gov or fax to the Office of Professional Responsibility, ATTN: Security Management Division at **202-344-1860**.

All contractors and subcontractors must be sponsored by a CBP employee or contractor who are in possession of avalid Personal Identity Verification (PIV) card. Contractors and subcontractors who have not been issued a PIV card must be continually escorted upon entering a CBP-controlled facility. CBP's Chief Security Officer (CSO), or their designated official, may deny, revoke, or refuse entry to any individual into CBP's facilities when it has been determined they pose a security or safety risk to personnel or property.

Definitions

Escorted Access –A limited form of access that requires an authorized individual to accompany a visitor while physically located in a CBP-controlled facility.

National Crime Information Center (NCIC) – A computerized index of criminal justice information that is available 24 hours a day to assist in the prompt disclosure of criminal justice and related law enforcement issues to authorized agencies.

Screening – Access eligibility verification which includes, but is not limited to, criminal history checks, foreign visitor screening, and physical body/baggage scanning (e.g., NCIC, magnetometer and x-ray scans).

Sponsor – A CBP authorized individual to accompany a visitor while inside a CBP-controlled facility.

Visitor – Any individual sponsored for physical access to a CBP-controlled facility who does not have unaccompanied facility access approved by CBP and requires an escort while in a CBP-controlled facility. This includes contractors or subcontractors that have not completed any contractual background investigation requirements.

(End of Supplementary Term and Condition)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- STATEMENT OF WORK
- WAGE DETERMINATIONS
- EBT BBT UNIT PRICED BID SHEET
- SCHEDULED WORK BID FORM EBT BBT
- EPT BBT GATE INSPECTION, SHELTER SPEC. AND TI DESIGN

SECTION III SOLICITATION PROVISIONS

III.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov . *[Insert one or more Internet addresses]*

(End of provision)

III.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

III.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

III.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (Deviation 25-27)

(a) Definitions. As used in this provision— Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. Federal contracts and grants with total value greater than $10,000,000 means— (1) The total value of all current, active contracts and grants, including all priced options; and (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). (b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000. (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information: (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions: (i) In a criminal proceeding, a conviction. (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more. (iii) In an administrative proceeding, a finding of fault and liability that results in– (A) The payment of a monetary fine or penalty of $5,000 or more; or (B) The payment of a reimbursement, restitution, or damages in excess of $100,000. (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision. (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

III.5 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [_] is not [_] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [_] is not [_] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

III.6 52.216-1 TYPE OF CONTRACT (APR 1984) (DEVIATION 26-04) (effective November 28, 2025)

The Government contemplates award of a hybrid contract with firm fixed price CLINs and fixed unit price CLINs resulting from this solicitation. The fixed unit price CLINs will include a "not to exceed" (NTE) ceiling that is not to be exceeded.

(End of provision)

III.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR Chapter *30*) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

III.8 52.204-7, SYSTEM FOR AWARD MANAGEMENT (AUG 2025) (DEVIATION 25-19) (effective November 28, 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation. (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 or a Felony Conviction under any Federal Law Feb 2016 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 52.226-2 Historically Black College or University and Minority Institution Representation Oct 2014 (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)

III. 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 60 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.

(End of provision)

IV. 52.212-2 EVALUATION – COMMERCIAL PRODUCTS and COMMERCIAL SERVICES (AUG 2025) (DEVIATION 25-21)

Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(a) **Evaluation Factors**

a. Factor Identification – This evaluation will evaluate the offerors by the proposals received in response to the *TI Maintenance EBT BBT Sector* Request for Proposals using the following factors:

- **(Phase 1) Factor 1**– *Written Proposal for Corporate Experience not to exceed 4 pages*

b. Down-Select

- **(Phase 2) Factor 2 –** *Written Proposal for Management Approach* not to exceed 17 pages
- **(Phase 2) Factor 3 –** *Written Proposal for Technical Capabilities* not to exceed 25 pages
- **(Phase 2) Factor 4** – Price

c. Order of Importance – *This procurement is based on a best value trade off evaluation. Factor 2 is more important than Factor 3, and Factor 3 is more important than Factor 1. Factors 1-3, when combined are significantly more important than Price (Factor 4).*

As the technical evaluation of proposals approaches equality, price becomes more important in making the award determination. The importance of price will increase as the difference in confidence rating for non-price factors between the Offerors decreases. If two or more proposals are determined not to have any substantial technical differences for non-price factors (i.e., are technically equivalent), award may be made to the lowest priced proposal.

Proposal submissions are page limited. If an offeror exceeds the page limit for Factors 1,2 and 3, the excess pages will not be read or included for consideration.

Phase 1

Factor 1 – Corporate Experience:

Written submittal limited to 4 pages covering Corporate Experience.

Submittal Instructions:

- ***Offerors shall use Times New Roman font, with a minimum 12-point font size, double-spaced***
- ***Submit a standalone document containing the Corporate Experience information.***
- ***Proposal submissions are page limited. If a offeror exceeds the page limit for Factor 1, the excess pages will not be included for consideration.***

Corporate Experience

Submission Requirements: Offeror shall identify a Minimum of three (3) contracts/orders, occurring within the previous eight (8) years, that are most similar in size, scope, and complexity to the requirements listed in this RFP. The six (6) work categories in this RFP are 1) fences and gates; 2) roads and bridges; 3) drainage and grate systems; 4) lighting and electrical systems; 5) vegetation control and debris removal; and 6) TI attributes: structures and generators. The offeror shall also describe any lessons learned, best management practices, and innovations that improved their execution of the maintenance requirements.

Evaluation: Offerors will be evaluated on the depth, breadth, and applicability of their corporate experience. This includes evaluation regarding similarities in scope, size, and complexity to the work requirements stated in the RFP. Additionally, offerors who describe lessons learned, best management practices, and innovations related to the work requirements stated in this RFP will be viewed more favorably.

Down-Select Notification:

(i) Based on its evaluation of Phase 1 - Factor One, the Government intends to invite the offerors with some, or high confidence rated for Factor One (based on the confidence rating system described in Evaluation Criteria) to proceed to Phase 2.

(ii) After the Government completes evaluation of Factor One, offerors will receive a down-select notification via e-mail from the CO. Offerors who are rated most highly for Factor One will be selected to proceed to Phase 2 of the proposal submission process. Offerors who are not selected to proceed to Phase 2 will be eliminated from the competition.

(iii) For offerors with most highly rater offeror and advised to proceed to Phase 2 of the proposal submission process, the CO will include the Phase 2 submission instructions on the down-select notification, and the due date for the written portion of the Phase 2 submission. The Phase 2 written submission due date will be a minimum of two (2) weeks from the date of the down-select notification. The Government recommends that offerors begin preparation of

Phase 2 quotations only after the Phase 1 down-select notice process is complete. The notices will provide the date and time by which offerors participating in Phase 2 must submit the Phase 2 quotation.

Down-Select

Phase 2

(1) **Written Proposal Evaluations Factors 2 & 3: Limited to 17 pages covering Factor 2: Management Approach and 25 pages covering Factor 3: Technical & Resource Capabilities Approach**

Submittal Instructions:

Offerors shall use Times New Roman font, with minimum 12-point size

Submit a standalone document containing the Management Approach information.
Submit a separate document containing the Technical Capabilities and the Key Personnel resumes.
Proposal submissions are page limited. If a Offeror exceeds the page limit for Factors 2 or 3, the excess pages will not be included for consideration.

Factor 2: Management Approach (Management Approach is limited to 17 pages in length):
The Government will evaluate this factor based on following:

Self-Performance
Submission Requirements: Offeror shall submit documentation describing ability to self-perform work and at what percentage, broken down by the work category listed in the RFP. The Offeror shall state the percentage of work that will be subcontracted.

Evaluation: Offeror describes the prime contractor's ability to self-perform at what percentage. And/or describe its subcontractor's ability to perform the work at what percentage for work in all six (6) work area categories – 1) fence and gates; 2) roads and bridges; 3) drainage and grate systems; 4) lighting and electrical system; and 5) vegetation control and debris removal 6) TI attributes: structures and generators. An offeror who self-performs more of the work will be viewed more favorably.

Organizational Structure
Submission Requirements: Offeror shall furnish a company organizational chart, with titles indicating roles and responsibilities in delivering TI Maintenance services under the SOW.

Evaluation: A viable organizational structure, including partnering with subcontractors, and a sound approach to working effectively with the TI Program Management Office (PMO) sector. Organization structure presented as a simple chart showing titles indicating roles and responsibilities delivering innovative TI Maintenance services and developing work plan. Provide narrative on organization structure and how offeror intends to meet the requirements of the SOW.

Work Plan Management & Execution

Submission Requirements: Offeror shall submit documentation indicating their proposed approach to managing and executing requirements on schedule and within budget, how performance issues are identified and addressed; including responding to urgent and routine requirements by work category.

Offeror's approach should lay out a plan to manage and execute work that:

- Identifies procedures for executing urgent and routine work.
- Identifies controls to be used in directing work.
- Identifies procedures for managing changes directed to the work plan.
- Identifies work to be performed by subcontractors.

Evaluation: Offeror shall demonstrate a sound approach in the development of an effective work plan and shall demonstrate a realistic approach to planning and performing urgent and routine work requirements.

Factor 3: Technical Capabilities and Key Personnel Resumes (Limited to 25 pages for the Technical Capabilities and Key Personnel resumes should not exceed 4 pages in length, per role, inclusive of references):

The Government will evaluate this factor based on the offeror's response to the following:

Technical and Resource Capabilities

Submission Requirements: Offeror shall demonstrate knowledge of SOW requirements and Tactical Infrastructure Design Standards (TIDS), and how the standards comply with work identified on the work plan. In addition, the Offeror shall demonstrate its ability in resource allocation and capability to support routine and urgent work requirements across the Sector's Area of Responsibility (AOR).

Evaluation: The Government will evaluate depth and breadth of offeror's understanding and knowledge of SOW requirements and TIDS. In addition, the degree to which the Offeror's resources, including people, materials, equipment, and financing, provide sufficient capability and capacity to support routine and urgent work requirements by work category across a sector. The Offeror shall have an office within each sector AOR. Resources may include Agreements with specific subcontractors to leverage response capacity.

Key Personnel Qualifications (Resumes and references, not exceeding 4 pages total per key personnel role)

Submission Requirements: Offeror shall provide resumes, including dates to support their experience, for Key Personnel Offeror must also provide letters of commitment for each key personnel position listed in the RFP, which are Senior Program Manager, Quality Control Manager, Safety Manager, Sector Project Manager/Engineer, and Analyst..

Evaluation: The resumes of the Key Personnel identified in the RFP, Key Personnel 3052.215-70, must demonstrate that they meet or exceed the requirements set out in the RFP/SOW and will be evaluated for their depth and breadth of qualifications.

Factor 4 - Price:

The offeror's overall price proposal will be evaluated using the Attachment 3 "Line Item Summary" and Attachment XX "Unit Bid Sheet", as completed by the offeror. The Offeror must complete Attachment 3 "Line Item Summary," for the Base Period, Option Period 1, Option Period 2, Option Period 3, and Option Period 4 by filling the cells highlighted in YELLOW. Offerors must use the fixed unit prices from Attachment 4 "Unit Bid Sheet" for its schedule maintenance pricing. As part of a separate price submission, the offeror must provide a detailed breakdown of the cost elements (including quantities) used for the schedule maintenance pricing to include labor elements, materials, equipment, and other costs so the cost elements can be tracked back to the items from the offeror's Unit Bid Sheet. Also included as part of the separate price document, the offeror must provide a detailed breakdown of the labor categories, hours, and rates used to calculate the program management. The Program Manager FFP must include PM support for both scheduled and unscheduled maintenance task orders during base and option years. The offeror must also propose its coefficient by completing the required cells in the Summary sheet. The coefficient percentage (FFP) will be multiplied by the program management (FFP), scheduled maintenance (FFP), and unscheduled maintenance amount (PLUG IN NUMBER) to determine the total price for evaluation purposes. The coefficient components should NOT be duplicated in the amount for program management, scheduled maintenance or unscheduled maintenance.
For price evaluation purposes, the offeror must add the total FFP for scheduled maintenance, program management, unscheduled maintenance, and the coefficient amount for the base and all option periods to arrive at a total price. The Government will prorate the final option period price to a six month value to account for the potential 6 month extension beyond the final option period available to the Government via FAR 52.217-8. The 6 month extension value will be based on 1/2 the value of Option Period IV.

The offerors' proposal may be deemed noncompliant for failure to comply with the requirements set forth above. The offeror's price proposal will be evaluated fair and reasonable pricing in accordance with FAR 19.806 and FAR 15.4.
The FFP for the Program Management and Scheduled Maintenance in Attachment 03 and the fixed unit prices on Attachment 03 will be binding on the offeror for all task orders as specified in the SOW. No amount of unscheduled work is guaranteed under this contract.

Failure by a offeror to comply with Pricing Worksheet Instructions requirements may result in an elimination from consideration.

Submission Requirements: Offeror shall complete and submit The schedule work task order/sector cost, program management cost are included in the line item summary sheet included in RFP.

(b) **Evaluation Methodology**

Ratings for Management Approach Factor 2 and Technical Capabilities Factor 3(Non-Price Factors)

High Confidence: The Government has ***high confidence*** that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***little or no*** Government intervention.

Some Confidence: The Government has ***some confidence*** that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***some*** Government intervention.

Low Confidence: The Government has ***low confidence*** that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract ***even with*** Government intervention.

Ratings for Experience Record (Factor 1)

High Confidence: Based on an offeror's experience record, extreme confidence that the offeror will successfully perform the required effort.

Some Confidence: Based on an offeror's experience record, little doubt exists that the offeror will successfully perform the required effort.

Low Confidence: Based on an offeror's experience record, extreme doubt exists that the offeror will successfully perform the required effort.

Basis for Award on Initial Responses

The Government anticipates selecting the best-suited Contractor based on initial submissions, without engaging in exchanges with Contractors. Therefore, initial submissions should contain the Contractor's best terms from a technical and price perspective. The Government, however, reserves the right to enter into exchanges/negotiations with offerors. Once the Government determines the Offeror that is the best-suited (i.e., the apparent successful Offeror), the Government reserves the right to communicate/negotiation with only that Offeror to address any remaining issues, if necessary, and finalize a contract with that Offeror. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as deemed pertinent at the sole discretion of the Government, the Government reserves the right to communicate/negotiate with the next best-suited Offeror based on the original analysis and address any remaining issues.

Award Based on Best Value

The Government anticipates establishing a single-award contract with one contractor whose proposal is determined to best meet the needs of the Government after consideration of all factors-- i.e., provides the "best value." Accordingly, the Government may award the contract to other than the lowest priced offeror or other than the offeror with the highest Confidence rating.

RELATIVE IMPORTANCE OF EVALUATION FACTORS

For this solicitation, the evaluation factors are:
Factor 1: Written Proposal for Corporate Experience
Factor 2: Written Proposal for Management Approach
Factor 3: Written Proposal for Technical Capabilities.
Factor 4: Price

Factor 2 is more important than Factor 3, and Factor 3 is more important than Factor 1. Factors 1-3, when combined are significantly more important than Price (Factor 4). The Government is more concerned with obtaining superior technical performance capability (represented by the non-price evaluation categories) than with making an award at the lowest overall evaluated price.

Award of a contract can only be made to a offeror:
1. Whose technical and pricing represent the best value; and
2. Whose proposed price is determined to be fair and reasonable.

I.52.233-2 SERVICE OF PROTEST (AUG 2025) (DEVIATION 25-25)

(a) *Protests*, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

III. 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (AUG 2025) (DEVIATION 25-23)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and *substantial or essential component* have the meanings provided in the clause *52.240-91, Security Prohibitions and Exclusions*.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means–

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate–

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology–

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically–

(i) To restrict the free flow of unbiased information in Iran; or

(2) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e)(1) of FAR *52.240-91, Security Prohibitions and Exclusions*.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit) –

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer–

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and Certifies that the offeror, and any person owned or controlled by the offeror,

does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if–

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

III.14 AGENCY LEVEL PROTEST NOTICE (APR 2003)

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the U.S. Customs & Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

No requirement in this contract should conflict or contravene Executive Order 14154 “Unleashing American Energy” dated January 20, 2025. To the extent any requirement may conflict or contravene that Executive Order, the requirement is deemed inapplicable to this contract. This would include requirements related to “climate-related risk management and/or greenhouse gas (GHG) emissions inventory and/or reduction target disclosure requirements.” The Contractor should consult with the Contracting Officer on any such requirement they determine is inconsistent with the Executive Order, and work on proposed modifications to comply with the EO and statutory requirements.
In compliance with Executive Order 14173, “Ending Illegal Discrimination and Restoring Merit-Based Opportunity,” dated January 21, 2025, the contractor agrees that its compliance in all respects with applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and, by virtue of submitting a quote/offer, the contractor certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

There are currently no funds for this solicitation requirement, and a contract can be awarded only if funds become available.