

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> YES <input type="checkbox"/> NO		RATING	PAGE OF PAGES 1 of 74
2. CONTRACT NO. HSTS03-05-D-CSL128	3. SOLICITATION NO. HSTS03-05-R-CSL070	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB); <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED See Block 28
7. ISSUED BY Department of Homeland Security Transportation Security Administration Office of Acquisition - TSA 25 001 s. 12 th Street Arlington, VA 22202		8. ADDRESS OFFER TO (If other than item 7)	

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Robert J. Boone Jr	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Robert.Boone@dhs.gov
		AREA CODE 571	NUMBER 227	EXT. 1695

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21-72
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6-12	X	J	LIST OF ATTACHMENTS	73
X	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	14	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	16-17		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	18-19	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	20	M			

OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Diversity Reporting Services, Inc 1101 Sixteenth Street N.W. Washington, DC 20036	CODE FACILITY TIN: 52-1194149 DUNS: 10-192-9305 CAGE: OVGE7	16. NAME AND ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Regina P. Wagner Diversity Reporting 1101 16th Street, N.W. Suite 200, WDC 20036
15B. TELEPHONE NUMBER AREA CODE 202	NUMBER 467-0200	EXT. 1567
17. SIGNATURE Regina P. Wagner		18. OFFER DATE 9/29/05

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION Funds will be cited on an individual blanket delivery order
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (if other than otherwise specified) See Section G
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY See Section G
26. NAME OF CONTRACTING OFFICER (Type or print) Robert J. Boone Jr		27. UNITED STATES OF AMERICA <i>Robert J. Boone Jr</i>
		28. AWARD DATE 29 Sep 05

Pre-Post Summary

DHS - Border and Transportation Security

Document has NOT been posted yet - please review and then click Yes at the bottom of the page to complete Post.

ActionCode: R = Sources Sought Notice

Nationwide Court Reporting Service

General Information

Document Type:	R = Sources Sought Notice		
Solicitation Number:	HSTS03-05-R-CSL071		
Posted Date:	Jul 29, 2005		
Response Date:	AUG 24, 2005		
Archive Date:	SEP 08, 2005		
Classification Code:	R -- Professional, administrative, and management support services	NAICS Code:	561492
Set Aside:	Total Small Business		

Contracting Office Address

DHS - Border and Transportation Security, Transportation Security Administration, Headquarters
TSA, 601 S. 12th Street TSA-25, 10th Floor, Arlington, VA, 22202

Description

The Transportation Security Administration (TSA), Office of Chief Counsel is seeking vendors to provide a Nationwide Court Reporting Service contract for over 400 locations including TSA location in United States Districts, Territories, and Possessions. The contractor shall provide all labor, equipment, supplies management and expertise for court reporting, transcript writing, delivery and video recording. In some instances depending on locations and logistics the contractor may be required to provide a conference room facility with speakerphone capability when depositions are taken telephonically. The receipt of offers is due 24 Aug 2005, 3:00pm EST. Vendors are required to be registered with Central Contractor Registration (CCR) to be considered for award. This acquisition is 100% Small Business Set-Aside for the North American Industry Classification System (NAICS) Code 561492. The Government intends to award a firm fixed price requirements contract. The period of performance will be from date of award to 1 December

2006 (base period), and three one year option periods. Request for copies of the RFP shall be requested from Mr. Robert Boone at, Robert.Boone@dhs.gov

Point of Contact

Robert Boone, Jr, Contract Manager, Phone 571-227-1585, Fax 571-227-1911, Email robert.boone@dhs.gov

Place of Contract Performance

NationWide

Are you sure you want to post this notice ?

Yes	No
-----	----

Nation Wide Court Report
Abstract of Proposals

[REDACTED]

b4

SECTION - B

The contractor shall provide all labor, facilities, material, tools and transportation to provide Nationwide Court Reporting Services in accordance with the statement of work. The quantities are based on yearly estimates.

CLIN	DESCRIPTION	QTY EST	UNIT	UNIT COST	TOTAL
001	BASIC YEAR DATE OF AWARD THROUGH 30 NOV 2006 Court Reporting and Transcription Services to Include Exhibits Routine (Estimated Cases)	138			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
002	Priority (Estimated Cases)	46			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
003	Emergency (Estimated Cases)	23			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
004	Video Recording	23	Hours	[REDACTED]	[REDACTED]
005	Overtime	Unk	Hours	50% Premium	

b4

Estimated Total

\$183,649.25

CLIN	DESCRIPTION	QTY EST	UNIT	UNIT COST	TOTAL
001A	OPTION YEAR ONE 1 Dec 2006 – 30 Nov 2007 Court Reporting and Transcription Services to Include Exhibits Routine (Estimated Cases)	138			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
002A	Priority (Estimated Cases)	46			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
003A	Emergency (Estimated Cases)	23			
	Original	105	Pages	[REDACTED]	[REDACTED]
	Copies		Pages	[REDACTED]	[REDACTED]
	Expert		Pages	[REDACTED]	[REDACTED]
004A	Video Recording	23	Hours	[REDACTED]	[REDACTED]
005A	Overtime	Unk	Hours	50% Premium	

64

Estimated Total

\$183,649.25

CLIN	DESCRIPTION	QTY EST	UNIT	UNIT COST	TOTAL
001B	OPTION YEAR TWO 1 Dec 2007 – 30 Nov 2008 Court Reporting and Transcription Services to Include Exhibits Routine (Estimated Cases) Original Copies Expert	138 105	 Pages Pages Pages	 [REDACTED]	 [REDACTED]
002B	Priority (Estimated Cases) Original Copies Expert	46 105	 Pages Pages Pages	 [REDACTED]	 [REDACTED]
003B	Emergency (Estimated Cases) Original Copies Expert	23 	 Pages Pages Pages	 [REDACTED]	 [REDACTED]
004B	Video Recording	23	Hours	[REDACTED]	[REDACTED]
005B	Overtime	Unk	Hours	50% Premium	

b4

Estimated Total

\$183,649.25

CLIN	DESCRIPTION	QTY EST	UNIT	UNIT COST	TOTAL
001C	OPTION YEAR THREE 1 Dec 2008 - 30 Nov 2009 Court Reporting and Transcription Services to Include Exhibits Routine (Estimated Cases)	138			
	Original Copies Expert	105	Pages Pages Pages		
002C	Priority (Estimated Cases)	46			
	Original Copies Expert	105	Pages Pages Pages		
003C	Emergency (Estimated Cases)	23			
	Original Copies Expert	105	Pages Pages Pages		
004C	Video Recording	23	Hours		
005C	Overtime	Unk	Hours	50% Premium	

b4

Estimated Total

\$183,649.25

Grand Total Basic Year with Three Options Estimated \$734,597.00

STATEMENT OF WORK

1.0 REQUIREMENT

The Transportation Security Administration (TSA), Office of Chief Counsel (OCC) has a requirement for court reporting at field locations and cities throughout the United States.

2.0 REQUIRING ORGANIZATION

Office of the Chief Counsel
Transportation Security Administration (TSA-2)
601 S. 12th Street
Arlington, VA 22202-4220

3.0 BACKGROUND

TSA's Office of Chief Counsel participates in various legal proceedings in which a verbatim transcript is required. These proceedings include employment litigation before the U.S. Merit Systems Protection Board (MSPB) and the U.S. Equal Employment Opportunity Commission (EEOC), civil enforcement proceedings involving fines for violations of transportation security regulations before a Coast Guard Administrative Law Judge, and the adjudication of government contract performance disputes and contract award protests before the Federal Aviation Administration's Office of Dispute Resolution for Acquisitions. Generally, court reporting services will be needed for depositions conducted during the discovery phase of the litigation. Additionally, court reporting may be required for the legal proceeding itself. In the case of hearings before the EEOC, federal regulations require the Agency, in this case TSA, to provide the court reporting services for the duration of the proceeding. Because these proceedings may take place at any of more than 430 locations where TSA operates, OCC identified a need to contract with a single source that can provide consistent, quality, and timely court reporting at any location needed.

4.0 INTRODUCTION

OCC requires court reporting services for various federal court and administrative proceedings held throughout the country. It is contemplated that TSA will procure services under this contract on an as needed basis. Services and products contemplated under this tasking include:

- verbatim transcription;

- certified electronic and paper transcripts and indices of the proceedings;
- video recording of the proceedings; and
- conference room or other appropriate facility in which to conduct a proceeding.

5.0 SCOPE

Under the scope of this contract, the Contractor shall be required to provide any or all of the following tasks on an as needed basis specified by TSA:

- 5.1 **Court Reporting:** The Contractor shall provide a qualified court reporter for verbatim transcription court reporting at a time and location specified by TSA. The Contractor shall demonstrate the specific capability to identify and schedule court reporters for proceedings anywhere in the United States and its territories, including the capability to work simultaneous orders in different locations.
- 5.2 **Transcripts:** The Contractor shall provide certified electronic, paper, and video transcripts and indices of the proceedings within the timeframes and formats specified by TSA. The Contractor shall demonstrate the specific capability to ensure quality control of such transcripts for accuracy and timeliness.
- 5.3 **Video Recording:** The Contractor shall provide a qualified videographer at a time and location specified by TSA. The Contractor shall demonstrate the specific capability to identify and schedule a videographer for proceedings anywhere in the United States and its territories.
- 5.4 **Conference Room:** The Contractor shall provide a conference room or other appropriate facility in which to conduct a legal proceeding when required by TSA. The Contractor shall demonstrate the specific capability to identify and schedule a conference room for proceedings anywhere in the United States and its territories, including the capability to work simultaneous orders in different locations.

6.0 APPLICABLE DOCUMENTS

The following documents will be provided by TSA, OCC:

- Instructions for handling Sensitive Security Information (SSI), in accordance with paragraph 12 below.

7.0 DELIVERABLES

The following services must be made available under the contract. Dates and places of performance under this contract will be specified in individual purchase orders on an as needed basis. Each order will specify the date of the performance, the date of the transcript delivery, and instructions for transcript delivery format as outlined below.

In their responding proposal, the Contractor shall provide specific details regarding how the contractor will identify, schedule, and monitor production of transcripts within the timeframes specified by TSA, described below, for court reporters through out the United States and its territories.

7.1 Delivery Schedule:

7.1.1 Court Reporter Services: The Contractor shall provide services or products under this contract on either a routine or emergency basis.

7.1.1.1 Routine requests: The Contractor shall provide court reporting at the time and place specified by TSA within one week (7 calendar days) of TSA's request for services. When possible, notice may be given more than one week in advance.

7.1.1.2 Priority requests: The Contractor shall provide court reporting at the time and place specified by TSA three days after TSA's request for services.

7.1.1.3 Emergency requests: The Contractor shall provide court reporting at the time and place specified by TSA 24 hours after TSA's request for services.

7.1.2 Transcript Delivery: The contractor shall deliver transcripts to the point of contact on the purchase order based on a routine, priority, or emergency basis.

7.1.2.1 Routine requests: Contractor shall provide transcripts within two weeks (14 calendar days) of the close of the proceeding.

7.1.2.2 Priority requests: Contractor shall provide transcripts within three days after the close of the proceeding.

7.1.2.3 Emergency requests: Contractor shall provide transcripts within 24 hours of the close of each day of the proceeding.

7.1.2.4 Expert Witness Services: When scientific, technological, or other specialized knowledge will assist the fact finder to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill experience, training or education may testify. The contractor shall provide the experienced capability to transcribe the depositions or testimony of experts, who may present highly specialized information in a variety of subject areas.

7.2 Delivery Instructions:

7.2.1 Transcript: Each transcript shall be delivered in all of the following formats:

- a paper copy of the transcript of the entire proceeding, including an index or compendium;
- an electronic version, provided via e-mail or CD-ROM medium as stipulated in the purchase order, of the transcript in software compatible with Microsoft Word™;
- a condensed or “mini transcript,” via e-mail or CD-ROM medium as stipulated in the purchase order, in a format compatible with Microsoft Word™; and
- an electronically searchable index or compendium of the proceeding in a format compatible with Microsoft Word™.

7.2.2 *Video recording:* If the proceeding was video-recorded, an electronic video recording of the proceeding shall be delivered, in either a VHS or DVD format as specified by TSA. A time and date counter shall be imprinted continuously throughout the recording. Unless otherwise directed, a transcript, in the formats set forth at §7.2.1 also shall be delivered for the video-recorded proceeding.

8.0 PERFORMANCE/DELIVERY PERIOD

Performance under this contract will be for a period of four years

9.0 PLACE OF PERFORMANCE

Place of performance will vary. TSA will specify the location with each purchase order and may include any of more than 430 locations in the United States and its territories where TSA operates (See Section J of the RFP). Place of performance may include but is not limited to one of the following:

- contractor-furnished conference room or other appropriate facility;
- space within the offices of TSA facilities;
- office space at the airport;
- federal court building;
- U.S. Attorney’s Office; or
- The offices of a law firm.

10.00 TECHNICAL REQUIREMENTS

10.1 **Court reporter:** The contractor shall provide a qualified court reporter at any city or locality within the United States and its territories as described in paragraph 9.0.

10.2 **Certification/Designations:** The Contractor shall provide *certified* court reporters:

10.2.1 The court reporter shall be certified according to all appropriate state and/or local requirements for real-time verbatim transcriptions.

10.2.2 The court reporter shall hold a current certification as a notary public for the jurisdiction in which the proceedings to be reported are held, or be otherwise qualified under governing law to administer oaths to witnesses.

10.3 **Equipment:** The Contractor shall provide all equipment, including hardware and software, necessary for the verbatim transcription including video recording.

10.4 **Facility:** The Contractor shall provide a conference room or facility appropriate for a legal proceeding if required. The facility must include a conference room table, speaker phone capability, sufficient seating for the proceeding, and appropriate atmosphere and acoustics for a legal proceeding. A proceeding may have as few as two people present or as many as ten to fifteen people present.

11.00 **PAST PERFORMANCE;** The Contractor shall provide information on their relevant past performance in conducting, managing and coordinating a nation wide court reporting contracting.

12.00 SUPPORT PERSONNEL

Program Manager

The Contractor shall identify a program manger to receive all TSA orders for court reporting services. This person will be responsible for:

- Identifying and providing qualified court reporters as specified by TSA;
- Managing all tasks define in this scope;
- Ensuring continuity of standards, process, and reporting;
- Maintaining and updating a master schedule and budget;
- Providing copies of the master schedule and budget to TSA monthly;
- Overseeing the activities of subordinate personnel; and
- Ensuring compliance with the deliverables in this Contract.

The qualifications for this position are as follows:

1. Individual has successfully managed one or more similar contracts providing nation-wide support.
2. Individual has demonstrated knowledge of legal proceedings in which court reporters are used.
3. A resume outlining their experience

The contractor, as part of their responding proposal, shall present the remaining project management organizational structure.

TSA Key Personnel

TSA names the following key personnel for this contract. These personnel will be the point of contact for order information, schedule and budget, and all other matters related to this contract:

Contracting Officer

Robert J. Boone Jr
Office of Acquisitions, TSA -25
(571) 227-1585
(571) 227-2911

Contracting Officer's Technical Representative

Robin Wink
Assistant Chief Counsel
Office of Chief Counsel, TSA-2
601 S. 12th Street, TSA-2
Arlington, VA 22202-4220
(571) 227-2735
(571) 227-1377 facsimile

Janice Chapman
Program Analyst
Office of Chief Counsel, TSA-2
(571) 227-2664
(571) 227-1377 facsimile

12.00 GOVERNMENT FURNISHED RESOURCES AND INFORMATION

TSA will provide the following for each purchase order under the contract:

- 12.1 Date and place of the performance.
- 12.2 In some instances, TSA will provide the place of the performance.
- 12.3 Transcript delivery time and format.
- 12.4 Any special handling required for the transcript or any portion thereof as described in paragraph 12.0 below.

13.0 REQUIREMENTS FOR HANDLING SENSITIVE AND/OR PROPRIETARY INFORMATION

13.1 Non Disclosure Agreement. The Contractor shall be required to sign a non-disclosure agreement based on the content of the information transcribed which may include:

- Sensitive Security Information (SSI) (as defined by 49 C.F.R. Part 1520)
- Information protected by the Privacy Act of 1974 (5 U.S.C. Section 552a), and
- Proprietary information related to procurement efforts.

13.2 Special Handling Requirements. The Contractor shall comply with all special handling requirements. The contractor must be able to mark, store, and handle such documents, transcripts, and media as specified by TSA. Appendix I provides additional information about the required handling and marking of documents containing SSI. Such handling may include:

- Adding warning notices to some or all of the documents,
- Providing password protection to a document,
- Securing documents maintained by the court reporting company and limiting access to those documents, and
- Mailing documents as specified by TSA.

14.0 SECURITY AND PRIVACY

The contractor shall meet all TSA and Airport security requirements.

15.0 TRAVEL

All scope components included in this contract will be provided at the field locations specified by TSA as described in paragraph 9.0 above. TSA will not provide travel costs. The Contractor shall be responsible for travel costs, if necessary.

SECTION D – PACKING AND MARKING

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 Marking

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement.
- (b) A copy of the document required in paragraph (a) above shall be simultaneously provided to the contracting officer.
- (c) The contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 TSAMS 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (February 2003)

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
 - (2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or
 - (2) terminate the contract for default.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 Contract Period

Period of performance shall be from date of award through 30 November 2009

F.2 TSAAMS 3.11..34 F.O.B. Destination (August 2002)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

F.3 TSAAMS 3.10.1.9 Stop-Work Order (August 2002)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall 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

(2) The Contractor asserts its right to the 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 claim 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 shall 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 shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 TSAAMS 3.10.1-11 Government Delay of Work (August 2002)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Authority – Contracting Officer, Contracting Officer's Representative and Contractor's Project Manager.

a. Contracting Officer: Robert J. Boone Jr or other designated contracting officer's from the Transportation Security Administration.

b. The contracting officer is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any clauses contained elsewhere in the contract, the said authority remains solely with the contracting officer. Any changes made by the contractor at the direction of any person other than the contracting officer will be considered to have been made without authority and adjustment will be made in the contract price to cover any increase in cost incurred as a result of the change.

c. Contracting Officer's Representative – The Contracting Officer's Representative (COR) for the basic contract is: TBD

e. The COR will represent the contracting officer in the administration of technical details within the scope of this contract. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COR is not otherwise authorized to make an representations or commitments of any kind on behalf of the contract officer or the Government. The COR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the contracting officer. The Government may change the COR assignment for this contract at anytime without prior notice to the contractor.

G.2 Payment Schedule

a. The contractor shall submit a monthly invoice for services rendered. The invoice shall break out each service cost factor, to include listing the name of the hearing.

G.3 Invoices

a. The original invoice shall be submitted to the address below:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 1411
Chesapeake, VA 23226-4111

G4. Electronic Funds Transfer (EFT) Information

a. Registration for EFT

In order to receive payments under this contract, contractors are required to register in the Central Contractor Registration (CCR) database. Information on registration in the CCR database may be found at: <http://www.ccr.gov>

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.1 TSAAMS 3.6.2..10 Equal Opportunity Preaward Clearance of Subcontracts
(August 2002)**

Notwithstanding the clause of this contract titled “Subcontracts (Fixed-Price Contracts)”, the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 TSAAMS 3.1.8.1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (February 2003)

Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an TSA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.2 TSAAMS 3.1.8.2 Price or Fee Adjustment for Illegal or Improper Activity (February 2003)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal

Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the TSA's Acquisition Management System (TSAMS).

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

(1) For cost-plus-fixed-fee contracts, the amount of fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts-

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may-

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government, may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraph (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein

are not exclusive and are in addition to any rights and remedies provided by law or under this contract.

I.3 TSAAMS 3.2.2.3..75 Requests for Contract Information (February 2003)

Any contract resulting from this solicitation will be considered a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, all information contained in the contract, including unit price, hourly rates and their extensions, may be released to the public upon request. Offerors are therefore urged to mark any sensitive documents submitted as a result of this Screening Information Request (SIR) that may be deemed as trade secrets, proprietary information, or privileged or confidential financial information.

I.4 TSAAMS 3.2.2.7..6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2003)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment. The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.5 TSAAMS 3.3.1..6 Discounts for Prompt Payment (February 2003)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within

the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt 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 date on which an electronic funds transfer was made.

1.6 TSAAMS 3.2.4-16 Ordering (August 2002)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of a blanket delivery order. Such orders may be issued from date of contract award through 30 November 2009.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

1.7 TSAAMS 3.3.1..8 Extras (February 2003)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

1.8 TSAAMS 3.3.1..15 Assignment of Claims (February 2003)

(a) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

1.9 TSAAMS 3.2.5..3 Gratuities or Gifts (February 2003)

(a) The TSA may terminate this contract for default if, after notice and a hearing, the TSA Office of Dispute Resolution for Acquisition determines that the Contractor, the contractor's agent, or other representative:

- (1) Offered or gave a gratuity or gift to an employee of the TSA; and
 - (2) Intended, by the gratuity or gift to obtain a contract or favorable treatment under a contract.
- (b) If this contract is terminated under paragraph (a) of this clause, the TSA is entitled to pursue the same remedies as in a breach of contract.

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

I.10 TSAAMS 3.2.4-20 Indefinite Quantity (February 2003)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2009.

I.11 TSAAMS 3.3.1..9 Interest (February 2003)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the TSA or by the TSA to the Contractor under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) 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, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

- (1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the TSA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

I.12 TSAAMS 3.3.1..17 Prompt Payment (February 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice

must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be as specified in the "Interest" clause. The interest penalty amount, interest rate and the period for which the interest penalty was

e. computed, will be separately stated by the designated payment office on the check, in
g accompanying remittance advice, or, in the case of wire transfers, by an appropriate
of electronic data message accompanying the wire transfer. If the designated billing office
failed to notify the Contractor of a defective invoice within the periods prescribed in
subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be
adjusted by subtracting the number of days taken beyond the prescribed notification of
defects period. Any interest penalty owed the Contractor will be based on this adjusted
due date. Adjustments will be made by the designated payment office for errors in
calculating interest penalties, if requested by the Contractor.

s (i) For the sole purpose of computing an interest penalty that might be due the
contractor, Government acceptance shall be deemed to have occurred
constructively on the 7th day (unless otherwise specified in this contract) after
the contractor delivered the supplies or performed the services in accordance
with the terms and conditions of the contract, unless there is a disagreement
over quantity, quality, or contractor compliance with a contract provision. In the
nt, event that actual acceptance occurs within the constructive acceptance period,
ent the determination of an interest penalty shall be based on the actual date of
acceptance. The constructive acceptance requirement does not, however,
compel Government officials to accept supplies or services, perform contract
administration functions, or make payment prior to fulfilling their
t). responsibilities.

(ii) The following periods of time will not be included in the determination of
an interest penalty:

nts of (A) The period taken to notify the Contractor of defects in invoices
submitted to the Government, but this may not exceed 7 days.

quest (B) The period between the defects notice and resubmission of the
ted in corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer
(EFT) information, in accordance with the EFT clause of this contract.

ayment (iii) Interest penalties will not continue to accrue after the filing of a claim for
such penalties under Federal Aviation Administration (TSA) contract disputes
resolution procedures. Interest penalties of less than \$1.00 need not be paid.

ctor for (iv) Interest penalties are not required on payment delays due to disagreement
further between the Government and Contractor over the payment amount or other
issues involving contract compliance or on amounts temporarily withheld or
retained in accordance with the terms of the contract. Contract disputes, and any
t interest that may be payable, will be resolved in accordance with TSA contract
disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

I.13 TSAAMS 3.3.1..25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (February 2003)

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the TSA under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If payment is made by EFT, the TSA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the TSA is unable to release one or more payments by EFT, the Contractor agrees to either:

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the TSA to extend the payment due date until such time as the TSA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the TSA of the payment receiving point applicable to this contract, the TSA shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The TSA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the TSA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the TSA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the TSA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the TSA remains responsible for

- (i) making a correct payment,
- (ii) paying any prompt payment penalty due, and
- (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of TSA release of the EFT payment transaction instruction to the Federal Reserve System, and:

- (i) If the funds are no longer under the control of the payment office, the TSA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the TSA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the TSA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor,

in the absence of a proper assignment of claims acceptable to the TSA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the TSA of a change to the routing transit number, Contractor account number, or account type. The TSA shall use the changed data in accordance with paragraph (d)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d)(2) that no further payments be made until the changed EFT information is implemented by the payment office. The TSA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent

L.14 TSAAMS 3.3.2..1 TSA Cost Principles (February 2003)

(a) Transportation Security Administration (TSA) "Contracting Cost Principles" shall be used for:

- (1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed; and
- (2) the determination, negotiation, or allowance of cost when required by a contract clause.

(b) TSA Cost Principles are incorporated by reference in this contract as the basis for:

- (1) Determining reimbursable costs under:
 - (i) Cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations, and
 - (ii) The cost-reimbursement portion of time-and -materials contracts except when material is priced on a basis other than at cost;
- (2) Negotiating indirect cost rates, when:
 - (i) TSA has division or corporate contract administration responsibilities;
 - (ii) Quick Close-out procedures are used; or
 - (iii) Indirect rate caps are negotiated in the contract.
- (3) Proposing, negotiating, or determining costs under terminated contracts;
- (4) Price revision of fixed-price incentive contracts;

(5) Price redetermination of price redetermination contracts; and

(6) Pricing changes and other contract modifications.

(c) When contract administration responsibilities rest with another Government agency, the TSA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.

(d) Upon request, the Contracting Officer will provide a copy of the TSA "Contract Cost Principles." Until TSA develops its own Contract Cost Principles, TSA will adopt FAA's Contract Cost Principles, available at: <http://fast.faa.gov/procurement-guide/html/3-3-2.htm>

**I.15 TSAAMS 3.4.2..8 Federal, State, and Local Taxes--Fixed Price Contract
(February 2003)**

(a) Definitions:

(1) 'Contract date,' as used in this clause, means the effective date of this contract or modification.

(2) 'All applicable Federal, State, and local taxes and duties,' as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

(3) 'After-imposed Federal tax,' as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(4) 'After-relieved Federal tax,' as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty,

except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

I.16 TSAAMS 3.5.1 Authorization and Consent (February 2003)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent.

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or,

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with;

(i) Specifications or written provisions forming a part of this contract or

(ii) Specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States may be determined solely by the provisions of the Indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services. However, omission of this clause from any subcontract does not affect this authorization and consent.)

I.17 TSAAMS 3.6.1.3 Use of Small Business Concerns (February 2003)

(a) It is the policy of the Transportation Security Administration (TSA) that small business concerns, small disadvantaged business concerns, HUB Zone small business concerns, veteran-owned small business concerns, service-disabled veteran owned small business concerns, and women-owned small business concerns shall be provided the opportunities to participate in performing TSA contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the TSA that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys conducted by the TSA as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract:

“HUB Zone small business concern” means a small business concern that appears on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration.

“Service-disabled veteran-owned small business concern” –

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veteran; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act, and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that –

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B:

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-owned small business concern” means a small business concern –

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern –

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small disadvantaged business concern, a veteran-owned small business concern, a service-disabled veteran owned small business concern, a HUB Zone small business concern or a women-owned small business concern.

I.18 TSAAMS 3.6.1..4 Small, Small Disadvantaged, Women-Owned, Veteran-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (August 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions:

(1) Commercial product, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the judgment of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) Subcontract, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(3) The terms "small disadvantaged business" shall mean a small business concern:

(i) Which is at least 51 percent unconditionally owned by one or more disadvantaged individuals; or, in the case of any publicly owned business at least 51 percent of the stock of which is unconditionally owned by one or more disadvantaged individuals; and

(ii) Whose management and daily business operations are controlled by one or more of such individuals.

(iii) This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found to be disadvantaged by the TSA. The contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(4) The term "small business concern owned and controlled by women" shall mean a small business concern:

(i) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) The term "service disabled veteran owned small business concern" shall mean a small business that is 51 percent owned and controlled by a service disabled veteran(s).

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, with women-owned small business concerns, veteran owned small business concerns and service-disabled veteran owned small business concerns. If the offeror is submitting an individual contract plan, the plan must

separately address subcontracting with small business concerns, small disadvantaged business concerns, women-owned small business concerns and service-disabled veteran owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran owned small business concerns, and service-disabled veteran owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;

(iv) Total dollars planned to be subcontracted to women-owned small business concerns: and

(v) Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to

(i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns and (iv) service-disabled veteran owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-NET) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women- owned small business concerns trade associations). A firm may rely on the information contained in PRO-NET as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PRO-NET as its small business source list. Use of the PRO-NET as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, and counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with;

(i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns, and

(iv) service-disabled veteran owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, service-disabled veteran owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract titled "Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$5,000,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required,

(ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,

(iii) Submit Subcontracting Reports for Individual Contracts (SF-294) in electronic format (MS Excel File Size 4KB) to the Contracting Officer. Submit SF- 295, Summary Subcontract Report, in accordance with the instructions on the SF 295.

(iv) Ensure that its subcontractors agree to submit Subcontracting Reports for Individual Contracts and Standard Form 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-NET), guides, and other data that identify small, small disadvantaged, women-owned and service-disabled veteran owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged women-owned, or service-disabled veteran owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

(A) Whether small business concerns were solicited and if not, why not,

(B) Whether small disadvantaged business concerns were solicited and if not, why not,

(C) Whether women-owned small business concerns were solicited and if not, why not,

(D) Whether service-disabled veteran owned small business concerns were solicited and if not, why not, and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact the following:

(A) Trade associations,

(B) Business development organizations, and

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, and service-disabled small business sources.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged, women-owned, and service-disabled veteran owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned or service-disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved,

(2) The offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract titled "Use Of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

I.19 TSAMS 3.6.1-6 Liquidated Damages--Subcontracting Plan (February 2003)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means the lack of a good faith effort to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, Veteran-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the

case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial product plans; i.e., company- wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

1.20 TSAAMS 3.6.2..5 Prohibition of Segregated Facilities (February 2003)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.21 TSAAMS 3.6.2-9 Equal Opportunity (February 2003)

a) If During any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,

(i) employment,

(ii) upgrading,

(iii) demotion,

(iv) transfer,

(v) recruitment or recruitment advertising,

(vi) layoff or termination,

(vii) rates of pay or other forms of compensation, and

(viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the TSA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the TSA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions maybe imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the TSA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

1.22 TSAAMS 3.6.2..12 Affirmative Action for Special Disabled and Vietnam Era Veterans (February 2003)

(a) Definitions.

(1) "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment

offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) "Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established 'recall' lists.

(3) "Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

(4) "Suitable employment openings," as used in this clause--(1) Includes, but is not limited to, openings that occur in jobs categorized as—

(i) Production and non-production;

(ii) Plant and office; (iii) Laborers and mechanics;

(iv) Supervisory and non-supervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and (2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Employment;

ii) Upgrading;

separately address subcontracting with small business concerns, small disadvantaged business concerns, women-owned small business concerns and service-disabled veteran owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran owned small business concerns, and service-disabled veteran owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;

(iv) Total dollars planned to be subcontracted to women-owned small business concerns: and

(v) Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to

(i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns and (iv) service-disabled veteran owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-NET) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-NET as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PRO-NET as its small business source list. Use of the PRO-NET as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, and counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with;

(i) small business concerns,

(ii) small disadvantaged business concerns,

(iii) women-owned small business concerns, and

(iv) service-disabled veteran owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, women-owned, service-disabled veteran owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract titled "Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$5,000,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required,

(ii) Submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,

(iii) Submit Subcontracting Reports for Individual Contracts (SF-294) in electronic format (MS Excel File Size 4KB) to the Contracting Officer. Submit SF- 295, Summary Subcontract Report, in accordance with the instructions on the SF 295.

(iv) Ensure that its subcontractors agree to submit Subcontracting Reports for Individual Contracts and Standard Form 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-NET), guides, and other data that identify small, small disadvantaged, women-owned and service-disabled veteran owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged women-owned, or service-disabled veteran owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating

(A) Whether small business concerns were solicited and if not, why not,

(B) Whether small disadvantaged business concerns were solicited and if not, why not,

(C) Whether women-owned small business concerns were solicited and if not, why not,

(D) Whether service-disabled veteran owned small business concerns were solicited and if not, why not, and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact the following:

(A) Trade associations,

(B) Business development organizations, and

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, and service-disabled small business sources.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small, small disadvantaged, women-owned, and service-disabled veteran owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, women-owned, and service-disabled veteran owned small business concerns.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned or service-disabled veteran owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master plan has been approved,

(2) The offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract titled "Use Of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

I.19 TSAMS 3.6.1-6 Liquidated Damages--Subcontracting Plan (February 2003)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means the lack of a good faith effort to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, Veteran-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the

case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial product plans; i.e., company- wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract titled "Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.20 TSAAMS 3.6.2..5 Prohibition of Segregated Facilities (February 2003)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.21 TSAAMS 3.6.2-9 Equal Opportunity (February 2003)

a) If During any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,

(i) employment,

(ii) upgrading,

(iii) demotion,

(iv) transfer,

(v) recruitment or recruitment advertising,

(vi) layoff or termination,

(vii) rates of pay or other forms of compensation, and

(viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the TSA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the TSA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the TSA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.22 TSAAMS 3.6.2..12 Affirmative Action for Special Disabled and Vietnam Era Veterans (February 2003)

(a) Definitions.

(1) "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment

offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) "Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established 'recall' lists.

(3) "Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

(4) "Suitable employment openings," as used in this clause--(1) Includes, but is not limited to, openings that occur in jobs categorized as—

(i) Production and non-production;

(ii) Plant and office; (iii) Laborers and mechanics;

(iv) Supervisory and non-supervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and (2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Employment;

ii) Upgrading;

- iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (viii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when:

- (i) the Government's needs cannot reasonably be supplied,
- (ii) listing would be contrary to national security, or
- (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.23 TSAAMS 3.6.2..13 Affirmative Action for Workers With Disabilities (February 2003)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.24 TSAAMS 3.6.2..16 Notice to the Government of Labor Disputes (February 2003)

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

I.25 TSAAMS 3.6.3..16 Drug Free Workplace (February 2003)

(a) Definitions. As used in this clause:

1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21

CFR 1308.11 - 1308.15.

2. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

6. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

7. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.26 TSAAMS 3.6.4-2 Buy American Act - Supplies (February 2003)

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic end products.

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

(2) "Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in

the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (c)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(3) "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(4) "Foreign offer," as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty free entry certificate is issued).

(c) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the TSA determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the TSA determines that domestic preference would be inconsistent with the public interest; or

(4) For which the TSA determines the cost to be unreasonable.

(i) Unless the TSA determines otherwise, the offered price of a domestic end product is unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by:

(A) More than 6 percent, if a domestic offer is from a large business that is not a labor surplus area concern; or

(B) More than 12 percent, if a domestic offer is from a small business concern or any labor surplus area concern.

(ii) The evaluation in subparagraph (i) above shall be applied on an item by item basis or to any group of items on which award may be made, as specifically provided by the screening information request.

(iii) If an award of more than \$250,000 would be made to a domestic concern if the 12 percent factor were applied, but not if the 6 percent factor were applied, the TSA will decide whether award to the domestic concern would involve unreasonable cost.

I.27 TSAAMS 3.9.1.1 Contract Disputes (May 2003)

(a) All contract disputes arising under or related to this contract shall be resolved through the Transportation Security Administration (TSA) dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

(i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov/>.

I.28 TSAAMS 3.10.1..7 Bankruptcy (February 2003)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**I.29, TSAAMS 3.10.6-1 Termination for Convenience of the Government - Fixed- Price
(August 2002)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government:

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor:

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1-year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by:

(1) the amount of payments previously made and

(2) the contract price of work not terminated.

The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of setting and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and

(iii) A sum, as profit on subdivision (i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(h) The cost principles and procedures, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor may file a claim with the FAA Office of Dispute Resolution for Acquisition based on any determination made by the Contracting Officer under paragraph (d), (f), or (k), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f), or (k), the Government shall pay the Contractor:

(1) the amount determined by the Contracting Officer if there is no right to file a claim or if no claim has been filed, or

(2) the amount finally determined allowable by the FAA Office of Dispute Resolution for Acquisition.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(k) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(m) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I.30 TSAAMS 3.10.6-4 Default - Fixed-Price Supply and Service (February 2003)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) Prior to terminating a contract for default, the Government will issue a show cause notice permitting the Contractor to present any defenses it may have to the default termination.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (1) acts of God or of the public enemy,
- (2) acts of the Government in either its sovereign or contractual capacity,
- (3) fires,
- (4) floods,
- (5) epidemics,
- (6) quarantine restrictions,
- (7) strikes,
- (8) freight embargoes, and
- (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any:

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as 'manufacturing materials' in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the "Contract Disputes" clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.31 TSAAMS 3.13.5 Seat Belt Use by Contractor Employees (February 2003)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the Contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles in the performance of this contract.

I.32 TSAAMS 3.2.5.1 Officials Not to Benefit (February 2003)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not

apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

I.33 TSAAMS 3.2.5..4 Contingent Fees (February 2003)

(a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bonafide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.

(b) For breach or violation of this warranty, the Government has the right to annul this contract without liability or to deduct from the contract price or otherwise recover, the full amount of the contingent fee.

(c) Definitions.

(1) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(2) "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(3) "Contingent fee," as used in this clause, means any commission, percentage brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(4) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.34 TSAAMS 3.2.5..5 Anti-Kickback Procedures (February 2003)

(a) Definitions.

(1) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) "Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

(5) "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(6) "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(7) "Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(8) "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The contractor warrants that it has not and will not be:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the Inspector General of the Department of Transportation or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible

violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any moneys owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that moneys withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those moneys under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the moneys are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

I.35 TSAAMS 3.2.5..6 Restrictions on Subcontractor Sales to the TSA (February 2003)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the TSA of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

I.36 TSAAMS 3.2.5..8 Whistleblower Protection for Contractor Employees (February 2003)

The contractor agrees not to discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to a Member of Congress, or an authorized official of an agency or of the Department of Justice, relating to a violation of law related to this contract (including the competition for or negotiation of a contract).

Definitions:

(1) "Authorized official of the agency" means an employee responsible for contracting, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to TSA procurement or the subject matter of the contract.

(2) "Authorized official of the Department of Justice" means any person responsible for the investigation, enforcement, or prosecution of any law or regulation.

I.37 TSAAMS 3.6.4..10 Restrictions on Certain Foreign Purchases (February 2003)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire for use in the performance of this contract--

(1) Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;

(2) Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba; or

(3) Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.

(b) The Contractor shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, any supplies that are or were located in or transported from or through Iraq, or any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

I.38 TSAAMS 3.9.1..2 Protest After Award (February 2003)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution for Acquisition (ODRA), or a determination that a protest is likely, the (Undersecretary or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the

delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall 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

(2) 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 shall 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 shall 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.

I.39 TSAAMS 3.10.1..12 Changes--Fixed-Price (February 2003)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.40 TSAAMS 3.2.4..34 Option to Extend Services (February 2003)

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

I.41 TSAAMS 3.6.2-35 Prevention of Sexual Harassment (February 2003)

(a) "Sexual Harassment", as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.

(b) It is TSA policy that sexual harassment will not be tolerated or condoned in the TSA workplace. It is also TSA's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

(c) The Contractor agrees to support this policy in performing work under this contract, and that sexual harassment in any form will not be tolerated in the TSA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address sexual harassment in the TSA workplace or on an TSA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of planned corrective action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the TSA worksite that the Contracting Officer deems to have engaged in sexual harassment.

(g) Any TSA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

I.42 TSAAMS 3.2.2.5-4 Contract Terms and Conditions-Commercial Items (February 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to

inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. Contractors are required to submit formal written request for assignment of claims, via contract modification, to the contracting officer.

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

(d) *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 AMS clause, 3.9.1-1 Contracts Disputes (February 2003). The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, AMS contract clause (e.g., 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) (February 2003), which appended hereto in full text, or applicable agency procedures.

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

- (2) Invoices will be handled in accordance with prompt payment procedures. (See clause 3.3.1-17, Prompt Payment.)

(g) *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.

(h) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with clause 3.3.1-17, Prompt Payment (February 2003), appended hereto in full text. 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.

(i) *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.

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

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

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

(m) *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.

(n) *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.

(o) *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.

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

(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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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 Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The AMS clause, 3.2.2.5-4 Contract Terms and Conditions - Commercial Items (February 2003)
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) Contract Award cover form.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

- (7) Contract Award cover form.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

I.43 TSAAMS 3.2.4-35 Option to Extend the Term of the Contract (February 2003)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months 3 years.

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

TSA Locations in United States Districts, Territories, and Possessions

American Samoa
Commonwealth of Northern Marianas
District of Columbia
Guam
Micronesia
Midway Island
Puerto Rico
Virgin Islands

END OF SECTION J

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER
ATTACHMENTS**

K.1 TSAAMS 3.2.2.3..2 Minimum Offer Acceptance Period (February 2003)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this RFP for receipt of offers.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this RFP.
- (c) The Government requires a minimum acceptance period of 90 calendar days
- (d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: 60 calendar days.
- (e) An offer allowing less than the Government's minimum acceptance period may be rejected.
- (f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within:
- (1) the acceptance period stated in paragraph (c) of this clause or
 - (2) any longer acceptance period stated in paragraph (d) of this clause

**K.2 TSAAMS 3.2.2.7..7 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (February 2003)**

- (a) (a) The Offeror certifies, to the best of its knowledge and belief, that--
- (b) (1) The Offeror and/or any of its Principals--
- (c) (i) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (d) (ii) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- (e) (iii) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (f) (A) The Offeror has [] has not [] within a
 - (g) three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - (h) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (i) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
- (j) (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (k) (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (l) (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (m)(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this RFP for default.

K.3 TSAAMS 3.2.5..7 Disclosure Regarding Payments to Influence Certain Federal Transactions (February 2003)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

- (i) The awarding of any Federal contract.
 - (ii) The making of any Federal grant.
 - (iii) The making of any Federal loan.
 - (iv) The entering into of any cooperative agreement.
 - (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
- (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
 - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
- (8) "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term

excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) "Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) "Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) "Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) "State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the RFP, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to the RFP of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this

clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

K.4 TSAAMS 3.6.3.1 Clean Air and Water Certification (February 2003)

The Offerors signature on this contract constitutes an affirmative attestation that:

(a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror uses for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.5 TSAAMS 3.6.2-8 Affirmative Action Compliance (August 2002)

The offeror represents that

(a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.6 TSAAMS 3.6.3.1 Clean Air and Clean Water (April 2000)

(a) Definitions:

(1) Air Act, as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(2) Clean air standards, as used in this clause, means--

(i) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(ii) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(iii) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(iv) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

(3) Clean water standards, as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(4) Compliance, as used in this clause, means compliance with--

(i) Clean air or water standards; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) Facility, as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(6) Water Act, as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection,

monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

K.7 TSAAMS 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (February 2003)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which a nine-digit number is assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbis.customer/custlist.htm>. If an offeror is unable to locate a local service center, may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

**K.8 3.2.2.5-3 Offeror Representations and Certifications-Commercial Items
(February 2003)**

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror

represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] offeror represents as follows:

(A) offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
---------------------	-------------------------------

___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ over 1,000	___ over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ___ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUB Zone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUB Zone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUB Zone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUB Zone small business concern or concerns that are participating in the joint venture: ooo _.] Each HUB Zone small business concern participating in the joint venture shall submit a separate signed copy of the HUB Zone representation.

(d) *Representations required to implement provisions of Executive order 11246-*

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of origin

[List as necessary]

(3) The Government will evaluate offers in accordance with TSA policies and procedures.

(g)(1) *Buy American Act-North American Free Trade Agreement-Israeli Trade Act Certificate.* (Applies only if the clause, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No	Country of origin

--	--

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive order 13126)*. [*The Contracting officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of origin

(2) *Certification.* [*If the Contracting officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. on the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.9 TSAAMS 3.2.2.3..76 Representation- Release of Contract Information (February 2003)

(a) Any contract resulting from the issuance of this RFP may be the subject of a request for release pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the offeror's response to this RFP relative to potential release of information contained in any resultant contract is set forth at (c) below.

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror represents that--(1)[] It has made a complete review of its submittal(s) in response to this RFP and that no exemption from mandatory release under FOIA exists, and, (2)[] It has no objection to the release of any contract it may be awarded in whole or in part resulting from this RFP..

OR

The offeror represents that [] its submittal(s) in response to this RFP contains information that is exempt from mandatory release under FOIA. Accordingly, the offeror represents that--(1)[] It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit TSA to invoke an exemption to the FOIA.

END OF SECTION K

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1/ Communication and Correspondence**

All communications concerning the solicitation, including any of a technical nature, must be made through the contracting officer in writing or email at: Robert.Boone@dhs.gov

L.2 Award without Discussions

The Government intends to evaluate proposals (technical and price) without discussions, other than for the purpose of minor clarifications.. However, should the Government determine that discussions are required and are in the best interests of the Government, the Government reserves the right to hold discussions. The Government will consider the technical risks associated with each offer. Therefore, each offer should contain the offeror's best technical proposal and price.

L.3 Conflict of Interest

Any contractor or member of its team (and/or subcontractor) having a conflict of interest must identify the conflict as soon as it is known and provide a recommended mitigation plan. Mitigation plans are required whenever a competing contractor has had unequal access to non-public information regarding this requirement and/or competition, or has assisted the Government in defining these requirements or evaluation criteria.

L.4 Exceptions and Deviations

TSA does not encourage offerors to take exceptions, waive or deviate from the requirements of this solicitation. In the event that on offeror does take exception to or seeks to waive or deviate from a solicitation requirement, then the offeror shall provide a list of all such provisions to which the offeror takes exception or seeks a waiver or deviation. The offeror shall provide a full discussion and detailed explanation of the exception or deviation, including an explanation of the benefits to the Government if deviations would not make a proposal automatically unacceptable, although a large number of exceptions or significant exceptions providing little or no benefit to the Government may result in rejecting a proposal.

L.5 Expenses Related to Offer's Submission

The Government will not pay any bid and proposal costs incurred in the submission of the offer, or related to any studies or designs deemed necessary to prepare the offer.

L.6 Request for Clarifications

All requests for clarifications shall be submitted electronically to the Contracting Officer, Mr Robert J. Boone, email address: Robert.Boone@dhs.gov 15 August 2005, in order to allow the Government to provide timely responses.

L.7 General Proposal Instructions

Offerors are expected to examine any drawings, specifications, technical exhibits, schedules and all instructions. Failure to do so will be at the offeror's risk.

Each offeror shall furnish the information required by the RFP. The offeror shall print or type its name and sign the offer. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Alternate proposals are not solicited, are not desired, and will not be evaluated. TSA does not seek nor will accept alternative submissions.

The proposal package shall consist of two separately bound volumes. Volume 1, will be the technical proposal, Volume 2 cost/price proposal. Offers shall be submitted as follows:

An original hard copy and three (3) photocopies. All copies shall be in binder format. Proposals shall be submitted on a single sided 8 1/2" x 11" paper, with a font size no smaller than 12 points.

Technical Volume 1

- Tab A - Overall approach and methodology
- Tab B - Capability to provide certified court reporters
- Tab C - Capability to provide transcripts using the medias outlined in the SOW
- Tab D - Capability to provide facilities on a nation wide basis
- Tab E - Qualifications of the project manager
- Tab F - Past Performance

Volume 2

Pricing

Proposals shall be submitted by August 24th 3:00PM EST

**Department of Homeland Security
Transportation Security Administration
Acquisitions - TSA 25,
Attn: Robert Boone
701 South 12th Street
Arlington, VA 22202**

**** Note all mail delivered to HQ TSA, is sent to a separate holding area for screening. This process can take up to three days or longer. It is highly desirable and recommended that all proposals be submitted by courier. Upon arrival at TSA building, visitor center 601 S. 12th Street, the courier shall have security call Robert Boone at 571-**

227-1585 or alternate number, 571-227-1576 for pick up at the front desk. It is also required that the offeror follow-up with Robert Boone to ensure the package has arrived timely.

L.8 Technical Proposal Content – Volume 1

Tab A

Overall Approach

The offeror shall identify their approach, methodology, management strategy and resources to conduct nation wide court reporting to include TSA overseas locations.

Tab B

Court Reporting

The offeror shall provide detailed information and demonstrate they have the capability to provide certified court reporters within the timeframes outlined in the delivery schedule

TAB C

Transcribing

The offeror shall provide sufficient information they can provide transcripts using the medias outlined in the delivery instructions to include video recorded hearings and depositions.

TAB D

Contractor Facilities

The offeror shall provide information they can provide facilities to conduct legal proceedings on a nation wide basis to include TSA overseas locations.

TAB E

Qualifications of Project Manager

The contractor shall provide a resume of the qualifications of their proposed project manager.

TAB F

Past Performance

The contractor shall provide current references with the name, number, and points of contact of their past performance references.

L. 9 Volume 2 – Price

Offerors shall submit a cost proposal in accordance with the sample in Section B, Price/Cost. The offerors proposal shall be inclusive, of all labor, material, and transportation.

L.10 TSAAMS 3.2.2.3..1 Statements in Offers (February 2003)

Offerors must provide full, accurate, and complete information as required by this RFP and its attachments.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L.11 TSAAMS 3.2.2.3..72 Announcement of Competing Offerors (February 2003)

(a) Applicability. This provision applies when it is determined that the names and addresses of offerors responding to an RFP may be publicly announced.

(b) To encourage small businesses to seek subcontracting opportunities with potential TSA contractors, the Contracting Officer (CO) may publicly announce the names and addresses of offerors responding to this RFP prior to selection and award.

(c) Competing offerors must notify the CO in writing, at the time of the proposal submission if they do not wish to have their name and address made public for subcontracting opportunities. If an offeror objects to the release of this information, the information will not be released.

L.12 TSAAMS 3.2.4..1 Type of Contract (February 2003)

TSA contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this Request for Proposal. Orders will be placed on a separate blanket delivery order.

L.13 TSAAMS 3.2.2.3..12 Amendments to Request for Proposal (RFP) (February 2003)

(a) If this request for proposal is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this RFP by

(1) signing and returning the amendment,

(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,

(3) letter or telegram,

(4) facsimile, if facsimile offers are authorized in the RFP, or

(5) electronic commerce response, if electronic commerce responses are authorized in the RFP.

The Government must receive the acknowledgment by the time specified in the RFP for receipt of submittals.

L.14 TSAAMS 3.2.2.3..14 Late Submissions, Modifications, and Withdrawals of Submittals (February 2003)

(a) Any submittals received at the office designated in the RFP after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of submittals (e.g., an offer submitted in response to a RFP requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the RFP, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of submittals. The term 'working days' excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the RFP and was received by the Contracting Officer not later than 5:00 p.m. on the date specified for receipt of submittals; or

(5) Is the only submittal received.

(b) Any modification of submittals, except a modification resulting from the Contracting Officer's request, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. 'Postmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the submittal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the 'Express Mail Next Day Service-Post Office to Addressee' label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. 'Postmark' has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise acceptable submittal makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(h) Submittals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the RFP authorizes facsimile submittals, submittals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled 'Facsimile Submittals.' Submittals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the submittal before award.

Notwithstanding the above, you are required to obtain e-mail confirmation from the contract specialist that your proposal was received on time.

L.15 TSAAMS 3.2.2.3..16 Restriction on Disclosure and Use of Data (February 2003)

Offerors who include in their submittals data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend: 'This submittal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this submittal. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets] and mark each sheet of data it wishes to restrict with the following legend: 'Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submittal.

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 Basis for Award and Best Value**

TSA intends to award a competitive best value contract, for Nation Wide Court Reporting Services. The best value approach is a method of selecting the proposal that presents the best value to the Government, based on the evaluation of cost or price and other factors specified in the RFP. The Government may determine that a higher rated technical evaluation merits a higher price, and therefore represents the best value to the Government. The Government reserves the right to hold discussions with one or more offerors, or may award without discussions or negotiations.

M.2 TSAAMS 3.2.2.3..19 Contract Award (February 2003)

The Government will award a contract resulting from this RFP to the responsible offeror whose submittal conforming to the RFP will, at the discretion of the source selection official, be the best value to the TSA considering the technical, cost/price, and other criteria in the RFP.

(b) The Government may

- (1) reject any or all submittals if such action is in the public interest,
- (2) accept other than the lowest cost/price submittal, and
- (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or on initial or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFP should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the RFP, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(g) The Government may disclose the following information in post-award debriefings to other offerors:

(1) the source selection official's decision;

(2) the offeror's evaluated standings relative to the successful offeror(s); and

(3) a summary of the evaluation findings relating to the offeror.

M.3 Evaluation Factors

The Government will evaluate the contractor's capability and approach to meet the Government's objectives against the following evaluation factors, which are listed in descending order of importance:

Factor 1 - Overall approach and methodology

Factor 2 - Capability to provide certified court reporters

Factor 3 - Capability to provide transcripts using the medias outlined in the SOW

Factor 4 - Capability to provide facilities on a nation wide basis

Factor 5 - Qualifications of the project manager

Factor 6 - Past Performance

The Government will evaluate each offeror against the factors mentioned above using the adjectival ratings.

Outstanding: Proposal approach indicates a complete understanding of the program goals, objectives, resources, schedules, and other aspects essential to successful performance. Proposal contains exceptional features or innovations that will substantially benefit the program. Major strengths cited and no major weaknesses. Minor weaknesses will not result in risks to the program.

Good: Proposal approach indicates a complete understanding of the program goals, objectives, resources, schedules, and other aspects essential to successful performance, characterized by exceptional features, innovations. Major strengths cited and no major weaknesses. Weaknesses are minor and generally offset by strengths. No risks or few minor to moderate risks for which alternatives are identified and considered achievable.

Acceptable: Proposal is adequately responsive with no major weaknesses. Offeror demonstrates an understanding of the requirement and has demonstrated adequate technical capability to achieve the proposed approach. Some moderate risks for which alternatives are identified and considered achievable.

Unacceptable: Proposal is not adequately responsive, does not address the specific factors, does not propose to accomplish the work in a manner which can meet the objectives of the program or the risk is unacceptably too high. Significant risks for which alternatives are not identified or are not considered achievable.

Past Performance: The Government will evaluate past performance.

The offeror will be evaluated on the following factors to include all tasks identified in the RFP

Factor 1 – Overall Approach

The Government will evaluate the strengths and weaknesses of the offeror's approach, methodology and management strategy to include resources, of the services as outlined in Paragraph's 5.1 – 5.4 of the SOW

Factor 2 – Capability to Provide Certified Court Reporters

The Government will evaluate the offeror's proposal to provide certified court reporters on a nation wide basis to include TSA overseas locations as outlined in paragraph 10.1-10.2 and section J of the SOW.

Factor 3 – Capability to Provide Transcripts Using Different Medias

The Government will evaluate the offeror's proposal to provide transcripts using the medias outlined in paragraph 7.2.1 – 7.2.2, and section J of the SOW

Factor 4 – Capability to provide Facilities

The Government will evaluate the offeror's proposal to provide facilities for legal proceedings as required on a nation wide basis to include TSA overseas locations, as outlined in paragraph 10.4 and section J of the SOW.

Factor 5 – Qualifications of the Project Manager

The Government will evaluate the resume of the proposed project manager as outlined in paragraph 12 of the SOW.

Factor 6 – Past Performance

The Government will evaluate the offeror's relevant past performance experience on a nation wide court reporting contract as outlined in paragraph 11 of the SOW.

M.4 Pricing

The Government will evaluate the proposed cost/price, not only to determine whether it is reasonable, but also to determine the offeror understands the work and the ability to perform the contract. The Government will assess the reasonableness of the proposed cost/prices, and determine whether the proposed costs/prices are realistic.

Evaluation Criteria for Award

The Government will award a contract to the offeror whose overall proposal will be of best value to the Government, price and other factors included. Overall technical factors are significantly more important than price. The more equal the technical factors the greater importance is price.

END OF SECTION M