

3.13-6 Contractor Personnel Suitability Requirements (February 2003)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to TSA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs.

TSA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position Risk Level: _____

(c) Not later than _____ calendar days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination. The SSE is located at: _____

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint cards shall be written in black ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60 calendar day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization. If an employee has had a previous Government-directed background investigation, it may be accepted by the TSA. However, the TSA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed in addition to the documents required above.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

TSA Office of Investigations:

[CO insert current information here or enter "none" if not applicable]

The transmittal letter shall also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employee from working on this TSA contract, at their own expense.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within _____ calendar days, but not to exceed a maximum of 30 calendar days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to TSA facilities, sensitive information and/or resources until such time as the forms are submitted and the SSE has authorized the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an TSA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)). Additionally, the Contractor shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name,

SSN, hire date), and name changes. All lists must be in alphabetical order and have the name of the contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the TSA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(j) The contractor and/or subcontractor(s) will immediately contact the [CO to insert Division or Staff routing symbol and phone number] in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer to be a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other terms or condition of this contract, the contract shall be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access [Completed by the Contracting Officer].

(End of clause)

PRESCRIPTION

Shall be inserted into all RFI/RFPs and contract actions when the contractor may require access to TSA facilities, sensitive information and/or resources, and is otherwise applicable. The Contracting Officer shall complete the applicable fill-ins.