

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>		1. REQUISITION NUMBER	PAGE OF
			1   32

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 70T01019Q7NCIO156	6. SOLICITATION ISSUE DATE 04/10/2019
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<b>7. FOR SOLICITATION INFORMATION CALL:</b>	a. NAME Toshia Rollins	b. TELEPHONE NUMBER (No collect calls) 6098133366	8. OFFER DUE DATE/LOCAL TIME 05/02/2019 1700 ES
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9. ISSUED BY OFFICE OF ACQUISITIONS CO: Loretta Hawley 701 S 12TH STREET Arlington VA 20598	CODE 01	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 335921 SIZE STANDARD: 1,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
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15. DELIVER TO Office of Information Technology Attn: Lewis Gibson 701 S. 12th Street Arlington VA 20598	CODE	16. ADMINISTERED BY OFFICE OF ACQUISITIONS CO: Loretta Hawley 701 S 12TH STREET Arlington VA 20598	CODE 01
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	Period of Performance: 06/01/2019 to 02/29/2024 Base Year - Fiber Optic Cable Lease at Tampa International Airport (TPA) (8 Strands) POP - 06/01/2019 - 02/29/2020 (Option Line Item) 06/01/2019 Period of Performance: 06/01/2019 to 02/29/2020 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	9	MO	\$ 244.27	\$2,198.43

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

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or Print)	31b. NAME OF CONTRACTING OFFICER (Type or print) Loretta R. Hawley
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
10001	Option Period One - Fiber Optic Cable Lease at Tampa International Airport (TPA) (8 Strands)  POP - 03/01/2020 - 02/28/2021 (Option Line Item) 02/29/2020  Period of Performance: 03/01/2020 to 02/28/2021	12	MO		
		12	MO	\$ 268.70	\$3,224.36
20001	Option Period Two - Fiber Optic Cable Lease at Tampa International Airport (TPA) (8 Strands)  POP - 03/01/2021 - 02/28/2022 (Option Line Item) 02/28/2021  Period of Performance: 03/01/2021 to 02/28/2022	12	MO		
		12	MO	\$ 295.57	\$3,546.80
30001	Option Period Three - Fiber Optic Cable Lease at Tampa International Airport (TPA) (8 Strands)  POP - 03/01/2022 - 02/28/2023 (Option Line Item) 02/28/2022  Period of Performance: 03/01/2022 to 02/28/2023	12	MO		
		12	MO	\$ 325.12	\$3,901.48
40001	Option Period Four - Fiber Optic Cable Lease at Continued ...	12	MO		

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

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

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

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

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70T01019Q7NCIO156

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tampa International Airport (TPA) (8 Strands)				
	POP - 03/01/2023 - 02/29/2024 (Option Line Item) 02/28/2023	12	MO	\$ 357.64	\$4,291.63
	Period of Performance: 03/01/2023 to 02/29/2024				

**SF1449 BLK 20. CONTINUATION - SCHEDULE OF ITEMS/PRICES**

The Purchase order resulting from this RFQ will be Firm Fixed Price (FFP). This Request for Quote shall not be construed as a commitment or a promise of a contract by the Government.

The Transportation Security Administration is exempt of sales tax and does not have to file a tax exemption form, since the state of Florida does not require any form or filling to achieve tax exempt status. Transportation Security Administration FEIN #: 80-0038533

Please price the RFQ in accordance with the following:

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
00001	Base Period - Monthly Rental and Maintenance of Fiber Optic Strands at TPA airport. POP: 06/01/2019 – 02/29/2020	Month	9	\$ 244.27	\$2,198.43
10001	Option Period 1 - Monthly Rental and Maintenance of Fiber Optic Strands at TPA airport. POP: 03/01/2020 – 02/28/2021	Month	12	\$ 268.70	\$3,224.36
20001	Option Period 2 - Monthly Rental and Maintenance of Fiber Optic Strands at TPA airport. POP: 03/01/2021 – 02/28/2022	Month	12	\$ 295.57	\$3,546.80
30001	Option Period 3 - Monthly Rental and Maintenance of Fiber Optic Strands at TPA airport. POP: 03/01/2022 – 02/28/2023	Month	12	\$ 325.12	\$3,901.48
40001	Option Period 4 - Monthly Rental and Maintenance of Fiber Optic Strands at TPA airport. POP: 03/01/2023 – 02/29/2024	Month	12	\$ 357.64	\$4,291.63

**GRAND TOTAL – BASE AND FOUR OPTION YEARS**                     \$17,162.70

**SPECIFICATIONS**

Lease of 8 strands (16,000 feet) of Single Mode Dark Fiber and associated connectors at the Tampa International Airport (TPA). The Contractor shall provide the services in accordance with the attached Statement of Work (SOW).

**CONTRACT ADMINISTRATION DATA**

**G.5200.243.001 CONTRACTING OFFICER (CO) (JUL 2015)**

The Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this contract, issue orders, obligate funds and authorize the expenditure of funds, and notwithstanding any term contained elsewhere in this contract, such authority remains vested solely in the Contracting Officer. (For further information, the Contracting Officer is a federal government employee who is specifically authorized and appointed in writing under specified agency procedures and granted the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.) In the event, the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

The following Primary Contracting Officer is assigned to this contract. Alternate Contracting Officers may be assigned:

**TSA Contracting Officer:**

NAME: Loretta Hawley  
PHONE NUMBER: 512-691-7921  
EMAIL: [Loretta.Hawley@tsa.dhs.gov](mailto:Loretta.Hawley@tsa.dhs.gov)

*(End of Clause)*

**G.5200.242.001 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL MONITORS (JUL 2015)**

1. The principle role of the COR is to support the Contracting Officer in managing the contract. This is done through furnishing technical direction within the confines of the contract, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the Contracting Officer. As a team the Contracting Officer and COR must ensure that program requirements are clearly communicated and that the agreement is performed to meet them. The principle role of the Technical Monitor (TM) is to support the COR on all work orders, tasks, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

2. The Contracting Officer hereby designates the individual(s) named below as the Contracting Officer's Representative(s) and Technical Monitor(s). Such designations(s) shall specify the scope and limitations of the authority so delegated.

TSA Contracting Officer's Representative:

NAME: Lewis (Chuck) Gibson  
PHONE NUMBER: 571-227-1063  
EMAIL: [lewis.gibson@tsa.dhs.gov](mailto:lewis.gibson@tsa.dhs.gov)

3. The COR(s) and TM(s) may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and phone number of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

4. The responsibilities and limitations of the COR are as follows:

- The COR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- The COR may designate assistant COR(s) to act for him/her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.
- The COR will maintain communications with the Contractor and the Contracting Officer. The COR must report any observed fraud, waste, or opportunities to improve performance of cost efficiency to the Contracting Officer.
- The COR will immediately alert the Contracting Officer to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.
- The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract's price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.
- The COR is not authorized to direct the Contractor on how to perform the work.
- The COR is not authorized to issue stop-work orders. The COR may recommend the authorization by the Contracting Officer to issue a stop work order, but the Contracting Officer is the only official authorized to issue such order.
- The COR is not authorized to discuss new proposed efforts or encourage the Contractor to perform additional efforts on an existing contract or order.

5. The responsibilities and limitations of the TM are as follows:

- Coordinating with the COR on all work orders, task, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

- Monitoring the Contractor's performance in relation to the technical requirements of the assigned functional area of the contract to ensure that the Contractor's performance is strictly within the contract's scope and obligated funding.
- Ensuring that all recommended changes in any work under the contract are coordinated and submitted in writing to the COR for consideration.
- Informing the COR if the Contractor is not meeting performance, cost, schedule milestones.
- Performing technical reviews of the Contractor's proposals as directed by the COR.
- Performing acceptance of the Contractor's deliverables as directed by the COR.
- Reporting any threats to the health and safety of persons or potential for damage to Government property or critical national infrastructure which may result from the Contractor's performance or failure to perform the contract's requirements.

*(End of Clause)*

**G.5200.242.003 SUBMISSION OF INVOICES (JUL 2015)**

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

(b) Invoice Submission Method: Invoices may be submitted via facsimile, U.S. Mail, or email. Contractors shall utilize ONLY ONE method per invoice submission. The submission information for each of the methods is as follows in order of preference:

1) Facsimile number is: 757-413-7314

The facsimile number listed above shall be used by contractors for ORIGINAL invoice submission only. If facsimile submission is utilized, contractors shall not submit hard copies of invoices via the U.S. mail. It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed in subparagraph (d) of this clause.

2) U.S. Mail:

United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23327-4111

(FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil)

(c) Invoice Process: Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer's Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from an Authorized Certifying Official, FinCen will initiate payment of the invoices.

Note for discounts offered:

Discounts on invoices. If desired, the Contractor should offer discounts directly upon the invoice submitted, clearly specifying the terms of the discount. Contractors can structure discounted amounts for payment for any time period less than the usual thirty-day payment period specified under Prompt Payment requirements; however, the Contractor should not structure terms for payment of net amounts invoiced any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

Discounts offered after invoice submission. If the Contractor should wish to offer a discount on a specific invoice after its submission for payment, the Contractor should submit a letter to the Finance Center identifying the specific invoice for which a discount is offered and specify the exact terms of the discount offered and what time period the Government should make payment by in order to receive the discount. The Contractor should clearly indicate the contract number, invoice number and date, and the specific terms of the discount offered. Contractors should not structure terms for net amount payments any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

(d) Payment Status: Contractors may inquire on the payment status of an invoice by any of the following means:

(1) Via the internet: <https://www.fincen.uscg.mil>  
Contacting the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

(2) Via the Payment Inquiry Form:  
<https://www.fincen.uscg.mil/secure/payment.htm>

(e) Invoice Elements: Invoices will automatically be rejected if the information required in subparagraph (a)(2) of the Prompt Payment Clause, contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number (TIN), and DUNS number are not included in the invoice. All invoices must clearly correlate invoiced amounts to the corresponding contract line item number and funding citation. The Contractor shall work with



the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the Contract.

(f) Supplemental Invoice Documentation: Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc.) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's Representative. Note for "time-and-material" type contracts: The Contractor must submit the following statement with each invoice for labor hours invoiced under a "time-and-materials" type contract, order, or contract line item: "The Contractor hereby certifies in accordance with paragraph (c) of FAR 52.232-7, that each labor hour has been performed by an employee (prime or subcontractor) who meets the contract's specified requirements for the labor category invoiced."

(g) Additional Invoice Preparation Instructions for Software Development and/or Hardware. The Contractor shall clearly include a separate breakdown (by CLIN) for any software development activities (labor costs, subcontractor costs, etc.) in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards Number 10 (Preliminary design costs, Development costs and post implementation costs) and cite payment terms. The contractor shall provide make and model descriptions as well as serial numbers for purchases of hardware and software (where applicable.)

(h) Frequency of Invoice Submission: Monthly submission for prior month services.

*(End of Clause)*

## **TERMS AND CONDITIONS**

### **5200.223.002 SECTION 504 COMPLIANCE (APR 2017)**

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

*(End of Clause)*

**L.5200.239.003 Cloud Computing Solutions (SEPTEMBER 2018)**

For situational awareness, the TSA Enterprise Architecture currently permits the following cloud computing solutions:

- Infrastructure as a Service (IaaS): Amazon Web Services (AWS) Government Cloud and Microsoft Azure Government
- Platform as a Service (PaaS): ServiceNow\* Service Automation Government Cloud Suite
- Software as a Service (SaaS): Salesforce Government Cloud and Microsoft Office365

If an Offeror proposes a cloud service solution that is not listed above, both the TSA Information Technology Enterprise Architecture Division and the Information Assurance and Cybersecurity Division must review and approve said proposal prior to contract award. Please note that, as a minimum, every proposed solution must be a Federal Risk and Authorization Management Program (FedRAMP) authorized cloud service offering and must meet the necessary Federal Information Processing Standards (FIPS) security impact level categorization (for associated data).

\*ServiceNow is acceptable as a PaaS-based cloud solution if it is hosted in a TSA-approved environment, such as Azure IaaS, AWS IaaS, or on TSA premises.

(End of Provision)

**5200.233.001 AVAILABILITY OF INTERNAL APPEAL PROCESS PER FAR 33.103 (JUL 2018)**

In the event of receipt of the Contracting Officer's final decision of an agency-level protest in accordance with Federal Acquisition Regulation 33.103, the offeror is hereby advised that an appeal process is available from within the agency. The Assistant Administrator of the Contracting and Procurement in the Transportation Security Administration is the independent appeal authority. All appeals must be submitted in writing and signed by a company official who is authorized to commit the company and contain the same elements required in FAR 33.103(d) as well as an explanation of the Contracting Officer's decision (and copy of such decision). Appeals must be sent either in writing or via email to Transportation Security Administration, ATTN: APPEAL OF AGENCY PROTEST, Contracting and Procurement, 601 S. 12th Street, Arlington, VA 20598-6025, or via email to TSAProcurementPolicy@tsa.dhs.gov. The subject line for the email should clearly indicate "APPEAL OF AGENCY PROTEST".

**CLAUSES****52.204-7 System for Award Management (Oct 2018)**

## 1. (a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- a. (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM
- b. (2) The Offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- c. (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- d. (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

## 2. (b)

- a. (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - b. (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
3. (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
- a. (1) Company legal business name.
  - b. (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - c. (3) Company physical street address, city, state, and Zip Code.t
  - d. (4) Company mailing address, city, state and Zip Code (if separate from physical).

- e. (5) Company telephone number.
  - f. (6) Date the company was started.
  - g. (7) Number of employees at your location.
  - h. (8) Chief executive officer/key manager.
  - i. (9) Line of business (industry).
  - j. (10) Company headquarters name and address (reporting relationship within your entity).
4. (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

#### 52.212-4 Contract Terms and Conditions—Commercial Items. (Oct 2018)

1. (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
  - a. (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - b. (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
2. (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.
3. (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
4. (d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
5. (e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
6. (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy

such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

7. (g) Invoice.
  - a. (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. (i) Name and address of the Contractor;
    - ii. (ii) Invoice date and number;
    - iii. (iii) Contract number, line item number and, if applicable, the order number;
    - iv. (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - v. (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. (vi) Terms of any discount for prompt payment offered;
    - vii. (vii) Name and address of official to whom payment is to be sent;
    - viii. (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - ix. (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - x. (x) Electronic funds transfer (EFT) banking information.
      1. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      2. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
      3. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - b. (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part1315.
8. (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
9. (i) Payment.-
  - a. (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - b. (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part1315.

- c. (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
- d. (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- e. (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-
  - i. (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
    - 1. (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - 2. (B) Affected contract number and delivery order number, if applicable;
    - 3. (C) Affected line item or subline item, if applicable; and
    - 4. (D) Contractor point of contact.
  - ii. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- f. (6) *Interest*.
  - i. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - ii. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - iii. (iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if-
    - 1. (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - 2. (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - 3. (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
  - iv. (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - v. (v) Amounts shall be due at the earliest of the following dates:

1. (A) The date fixed under this contract.
2. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- vi. (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
  1. (A) The date on which the designated office receives payment from the Contractor;
  2. (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  3. (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- vii. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
10. (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - a. (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - b. (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
11. (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
12. (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
13. (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
14. (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
15. (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.



16. (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
17. (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
18. (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.
19. (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - a. (1) The schedule of supplies/services.
  - b. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
  - c. (3) The clause at [52.212-5](#).
  - d. (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - e. (5) Solicitation provisions if this is a solicitation.
  - f. (6) Other paragraphs of this clause.
  - g. (7) The [Standard Form 1449](#).
  - h. (8) Other documents, exhibits, and attachments.
  - i. (9) The specification.
20. (t) [Reserved]
21. (u) *Unauthorized Obligations.*
  - a. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
    - i. (i) Any such clause is unenforceable against the Government.
    - ii. (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
    - iii. (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
  - b. (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.



22. (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**NOTE:** The Transportation Security Administration and the Tampa International Airport (TPA) agree that paragraph 7. (g) Invoice a.(1) v. (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading does not apply based on no deliverables being provided under this purchase order. The Transportation Security Administration and the Tampa International Airport (TPA) agree that paragraph 14. (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession does not apply to this purchase order.

**52.232-8 Discounts for Prompt Payment. (Feb 2002)**

1. (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 discount for prompt payment in conjunction with the offer, Offeror's awarded contracts may include discounts for prompt payment on individual invoices.
2. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**52.247-34 F.O.B. – Destination (Nov 1991)**

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

2. (b) The Contractor shall-
  - a. (1)
    - i. (i) Pack and mark the shipment to comply with contract specifications; or
    - ii. (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - b. (2) Prepare and distribute commercial bills of lading;
  - c. (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  - d. (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;
  - e. (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
  - f. (6) Pay and bear all charges to the specified point of delivery.

### **52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Oct 2018)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

**FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (OCT 2018)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(5) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Aug 2018) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Aug 2018) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

(22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

(23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

(24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

(25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

(26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(28)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of [52.222-26](#).

(29)(i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

(ii) Alternate I (JULY 2014) of [52.222-35](#).

(30)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (July 2014) ([29 U.S.C. 793](#)).

(ii) Alternate I (JULY 2014) of [52.222-36](#).

(31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

(35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- \_\_\_ (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (48) [52.225-5](#), Trade Agreements (AUG 2018) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_X\_ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).



\_\_\_ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

\_\_\_ (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (59) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.



- (v) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**NOTE:** The Transportation Security Administration and the Tampa International Airport (TPA) agree that clauses 52.212-28 – Post- Award Small Business Program Rerepresentation and 52.222-3 Convict Labor do not apply to this purchase order.

(End of clause)

## **INSTRUCTIONS TO SUBMIT QUOTE**

The vendor shall submit their quote as follows:

1. Standard Form SF1449 – requires prime contractor employee signature in block 30a, 30b and 30c.
2. Section 2.0 “Schedule of Items/Prices” – contractor shall ensure a firm fixed-price is submitted. Submit any commercial pricing sheets to support quoted fiber optic pricing.
3. Technical Approach – The contractor shall attach a copy of the company’s quote, in accordance with Section 16 “Evaluation” of this Request for Quote.
4. All questions must be submitted via email to the Contract Specialist Toshia Rollins at [Toshia.N.Rollins@tsa.dhs.gov](mailto:Toshia.N.Rollins@tsa.dhs.gov), on or before **12:00 PM on April 17, 2019** local time (Arlington, VA).
5. The vendor is required to submit their proposal via email to the Contract Specialist Toshia Rollins at [Toshia.N.Rollins@tsa.dhs.gov](mailto:Toshia.N.Rollins@tsa.dhs.gov) with a copy to Contracting Officer Loretta Hawley at [Loretta.hawley@tsa.dhs.gov](mailto:Loretta.hawley@tsa.dhs.gov) in either PDF or MS Word Format. Email responses must be received no later than **4:00 PM on May 2, 2019** local time (Arlington, VA).
6. Submit signed and dated offer to the office specified in this solicitation at or before the exact time specified in this solicitation.

## **EVALUATION CRITERIA AND BASIS OF AWARD**

### **Basis of Award**

The basis of award shall be a technically acceptable quotation that contains a fair and reasonable price. Therefore, it is anticipated that a firm-fixed price technically acceptable purchase order with a fair and reasonable price will be awarded. Technical acceptability is defined as a quotation that achieves the factor rating of “Acceptable” for Factor 1.

### **Evaluation Factors**

#### **Factor 1: Technical Capability**

Quotes will be rated as either “Acceptable” or “Unacceptable”. For a quotation to be determined “Acceptable”, it must demonstrate the capability to provide the services outlined in the statement of work.

The Quoter’s response must include a written statement with the following language:

All requirements of the Statement of Work will be met.

Factor 2: Price

All prices in the column of block 24 of the SF 1449, including values on SF1449 continuation pages, will be subtotaled to calculate the total price. The Government will evaluate the total price to determine price reasonableness.

**Attachments:**

1. Statement of Work (SOW)

[END OF SOLICITATION]

**Attachment 1**

**Statement of Work for Fiber Lease with the Hillsborough County Aviation Authority (HCAA)  
Tampa International Airport (TPA)**

**1. Introduction**

The purpose of this Statement of Work (SOW) is to set forth TSA's requirements for services from the Hillsborough County Aviation Authority (HCAA) in support of TSA's Infrastructure Program at the Tampa International Airport (TPA).

**2. Requiring Organization**

Office of the Chief Information Officer (OIT) Solutions Delivery,  
Network Operations TSA Headquarters, West Tower  
7th Floor, TSA-11  
701 South 12th Street Arlington, VA 20598-6011

**3. Background and Objectives**

3.1. The purpose of Network Operations is to provide high speed data network connectivity to Federal Security Directors (FSD's) and staff at all TSA controlled spaces in the airport. High speed connectivity increases efficiency and effectiveness of screener training, and lays the basic infrastructure required before installing several TSA mission-critical applications. In addition to improved security, high speed connectivity results in TSA's ability to provide more effective and efficient passenger and baggage screening services.

3.2. Specifically, this SOW is to fund the lease of eight (8) strands of single mode fiber optic cable (SMF) at TPA. Wherever the term "Systems Access" appears in this document, it shall be construed to mean access to 8 strands of single mode dark fiber at TPA.

#### 4. Technical Requirements

4.1. TSA requests HCAA provide TSA a total of 8 strands of single mode fiber with associated

<u>Terminal</u>	<u>From</u>	<u>To</u>	<u>Type</u>	<u>Number of SMF Strands</u>	<u>Qty</u>
	Landside Rack 1, Panel B	Airside A Rack C, Panel A	SM Fiber Optic Cable	2	1 Pair of 2 Strands
	Landside Rack 1, Panel C	Airside C Rack 1, Panel A, Row C	SM Fiber Optic Cable	2	1 Pair of 2 Strands
	Landside Rack 1, Panel F, Row A	Airside E Rack 1, Panel C, Row A	SM Fiber Optic Cable	2	1 Pair of 2 Strands
	Landside Rack 1, Panel B, Row A	Airside F Rack 1, Panel A	SM Fiber Optic Cable	2	1 Pair of 2 Strands
<b>Total</b>				<b>8</b>	<b>4 pair of 2 strands</b>

fiber cross connections, and use of one HCAA conduit to support TSA communications connectivity requirements at TPA. Specifically:

#### 5. Deliverables

- 5.1. HCAA will be responsible to continue to provide "dark" fiber optic annual maintenance and any needed repairs. This "dark" fiber was installed by HCAA and is currently leased by TSA.
- 5.2. TSA HQ understands that in a TSA directed physical move from leased space to other leased space, TSA will be responsible for all costs (including the costs of moving and reconnecting lease fiber optics).
- 5.3. If HCAA requires and directs TSA to move from an existing airport leased space to another leased space; HCAA will be responsible for and pay: (1) all costs of fiber optic movement and (2) all costs to reconnect leased "dark" fiber optic to the TSA IT systems.

#### 6. Government Furnished Resources: N/A

#### 7. Government Contacts

##### 7.1. Acquisition

Loretta Hawley, CPCOM  
Contracting Officer

Transportation Security Administration  
Workforce and Enterprise Operations Acquisition Division  
Phone: 512-691-7921  
MOB: 202-747-4659

Toshia Rollins  
Contract Specialist  
Office of Acquisition- Human Capital and Finance Division  
Department of Homeland Security/Transportation Security Administration  
(609) 813-3366 Office Phone  
(609) 742-3108 Cell Phone  
[Toshia.rollins@tsa.dhs.gov](mailto:Toshia.rollins@tsa.dhs.gov)

## 7.2. Technical

Lewis Gibson  
Field Relations Manager, SE  
701 S. 12th Street  
Arlington, VA 20598-6011  
Phone: (571) 227-1063  
[lewis.gibson@dhs.gov](mailto:lewis.gibson@dhs.gov)

## 8. Place of Performance/Work Location

### 8.1. Work will be performed at:

Tampa International Airport (TPA)  
5503 West Spruce Street  
Tampa, FL 33607

### 8.2. (See table above)

## 9. Period of Performance

Base Year – June 1, 2019 – February 29, 2020  
Option 1 – March 1, 2020 – February 28, 2021  
Option 2 – March 1, 2021 – February 28, 2022  
Option 3 – March 1, 2022 – February 28, 2023  
Option 4 – March 1, 2023 – February 29, 2024

## 10. Information Assurance Requirements for TSA Government Acquisitions (April 2016)

### A. General Security Requirements

A.1. The Contractor shall comply with all Federal, Department of Homeland Security (DHS) and Transportation Security Administration (TSA) security and privacy guidelines in effect at the time of

the award of the contract, as well as those requirements that may be discretely added during the contract.

A.2. The Contractor shall perform periodic reviews to ensure compliance with all information security and privacy requirements.

### **B. Contingency Planning**

B.7. The Contractor shall have a Post-Disaster Recovery Plan that includes procedures and responsibilities to facilitate rapid restoration of normal operations at the primary site or, if necessary, at a new facility following the destruction, major damage, or other major interruption at the primary site.

### **C. Program Performance**

C.1. The Contractor shall comply with requests to be audited and provide responses within an agreed upon time by the Transportation Security Administration and the Tampa International airport to requests for data, information, and analysis from the TSA IAD and management, as directed by the Contracting Officer (CO).

C.2. The Contractor shall provide support during the IAD audit activities and efforts.

### **D. Maintenance – Not Applicable**

### **E. Accessibility Requirements (Section 508)**

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

#### **Section 508 Applicable EIT Accessibility Standards**

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

#### **Section 508 Applicable Exceptions**

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

#### **Section 508 Compliance Requirements**

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available which meet some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market

research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology approved testing methods and tools. For information about approved testing methods and tools send an email to [accessibility@hq.dhs.gov](mailto:accessibility@hq.dhs.gov).