

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 12/08/2022	4. REQUISITION/PURCHASE REQ. NO. 0020132852	5. PROJECT NO. (if applicable)	
6. ISSUED BY DHS - Customs & Border Protection Information Technology Contracting Division 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than item 6) DHS - Customs & Border Protection Information Technology Contracting Division 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State & Zip Code) LEXISNEXIS SPECIAL SERVICES INC DBA LNSSI 1150 18TH ST NW STE 250 WASHINGTON DC 20036-3820			9A. AMENDMENT OF SOLICITATION NO.	
CODE H5AKPL6N4L96 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. / 70B04C23F00000043	
			10B. DATED (SEE ITEM 13) 12/01/2022	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

SEE ATTACHED

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of Modification P00001 to Task Order 70B04C23F00000043 is to add the remaining funds to cover the base-year and to make other administrative changes as follows:

1. Funding in the amount of (b)(4) to provide the remaining funds to cover the base-year.

2. This modification also corrects the following text on page 2 of the base award:

CHANGED FROM: Funding to support this base year is provided through funding lines (b)(4) in the incremental amount of (b)(4)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		<u>(b)(6) (b)(7)(C)</u> Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<u>(Signature of person authorized to sign)</u>		BY <u>(b)(6) (b)(7)(C)</u> <u>(b)(6) (b)(7)(C)</u>	12/08/2022
		<u>(Signature of Contracting Officer)</u>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFF. DATE
12/08/2022

4. REQUISITION/PURCHASE REQ. NO.
0020132852

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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

CORRECTED TO: Funding to support this base-year is provided through funding lines 10 through 130 in the incremental amount of (b)(4)

3. Funding line (b)(4)

4. Funding line (b)(4)

5. As a result the total funding obligation for the Task Order is increased from (b)(4)

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: 70B04C23F00000043P00001**

I.1 SCHEDULE OF SUPPLIES/SERVICES

LINE ITEM	SCHEDULE OF SUPPLIES/SERVICES	MONTHLY PRICE	ANNUAL PRICE
0001	Law Enforcement Investigative Database Access Base Year (December 1, 2022 – November 30, 2023)	(b)(4)	
1001	Law Enforcement Investigative Database Access Option 1 (December 1, 2023 – November 30, 2024)		
2001	Law Enforcement Investigative Database Access Option 2 (December 1, 2024 – November 30, 2025)		
3001	Law Enforcement Investigative Database Access Option 3 (December 1, 2025 – November 30, 2026)		
4001	Law Enforcement Investigative Database Access Option 4 (December 1, 2026 – November 30, 2027)		
Total Price (Base Plus Four Option Years)			

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0942112400Z00023500MA110000B800 IS3012577 TAS# 07020232023 0530000	(b)(4)
20	6100.2577USCSGLCS0942112400Z00023530IP0100000000 IU3012577 TAS# 07020232024 0530000	
30	6100.2577USCSGLCS0942112400Z00023500AB0300000000 IU3022577 TAS# 07020232023 0530000	
40	6100.2577USCSGLCS0942112400Z00023500MA1000000000 IU3012577 TAS# 07020232023 0530000	
50	6100.2577USCSGLCS0942112400Z00023500MA110000B800 IS3012577 TAS# 07020232023 0530000	
70	6100.2577USCSGLCS0942112400Z00023500MA1000000000 IU3012577 TAS# 07020232023 0530000	
80	6100.2577USCSGLCS0942112400Z00023500IP0800000000 IU3012577 TAS# 07020232023 0530000	

90	6100.2577USCSGLCS0942112400Z00023500TT0700000000 IU3022577 TAS# 07020232023 0530000
100	6100.2577USCSGLCS0942112400Z00023500MA1200000000 IU3022577 TAS# 07020232023 0530000
110	6100.2577USCSGLCS0942112400Z00023500MA110000B800 IS3012577 TAS# 07020232023 0530000
120	6100.2577USCSGLCS0942111000Z00023500MA110000B800 IS0022577 TAS# 07020232023 0530000
130	6100.2577USCSGLCS0942112400Z00023500MA110000B800 IS3012577 TAS# 07020232023 0530000
140	6100.2577USCSGLCS0942112400ZUD223500TT050000B200 IU3022577 TAS# 07020232023 0530000
150	6100.2577USCSGLCS0942112400Z00023500TT0600000000 IU3022577 TAS# 07020232023 0530000
160	6100.2577USCSGLCS0942112400Z00023500TT0400000000 IU3022577 TAS# 07020232023 0530000
170	6100.2577USCSGLCS0942112400Z000235F1TT0400000000 IU3022577 TAS# 07020232023 0530000
180	6100.2577USCSGLCS0942112200ZUBA23530TT010000AE00 IU5452577 TAS# 07020232024 0530000
190	6100.2577USCSGLCS0942112200ZUBA23500TT0600000000 IU5442577 TAS# 07020232023 0530000

(b)(4)**I.3 DELIVERY SCHEDULE****(b)(7)(E)**

- I.4 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
- I.5 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- I.6 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- I.7 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
- I.8 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 2 days, provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 5 years.

(End of clause)

I.9 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses.*

- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.228-70 Insurance.
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Representative.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

(End of clause)

I.10 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed-Price Contract.

[End of Clause]

I.11 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this order shall be for a base year and four option years as follows:

- Base Year: December 1, 2022 through November 30, 2023
- Option Year 1: December 1, 2023 through November 30, 2024
- Option Year 2: December 1, 2024 through November 30, 2025
- Option Year 3: December 1, 2025 through November 30, 2026
- Option Year 4: December 1, 2026 through November 30, 2027

[End of Clause]

I.12 TERM OF THE CONTRACT WITH OPTIONS (MAR 2003)

The contract term shall be for a period of twelve-months (December 1, 2022 – November 30, 2023), subject to the Government’s option to extend the term of the contract in accordance with the clause entitled, “Option to Extend the Term of the Contract” FAR 52.217-9 contained herein.

(End of Clause)

I.13 52.204-23 - PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 20-05)

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

“*Covered article*” means any hardware, software, or service that --

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“*Covered entity*” means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Page 5 of 8 Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

I.14 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

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

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

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

"Covered telecommunications equipment or services" means --

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means --

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

- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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

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

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing --

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause --

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.15 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)(DEVIATION)

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

United States or its outlying areas means --

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

- (c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.
- (d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

I.16 52.219-33, NONMANUFACTURER RULE (SEP 2021)

I.17 HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 2021)

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

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

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

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

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

Except for designated around-the-clock or emergency operations, and/or as defined within the statement of requirements, contractor personnel will not be able to perform on site under this contract with CBP on the holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

I.18 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (AUG 2022)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirement is considered and mitigates the burden of DHS having to

conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

- a. Felony convictions within the past 36 months: An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Pending/open/unresolved criminal charges of any nature: An acceptable means of obtaining information related to unresolved criminal charges is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
 - c. Illegal drug use within the past 12 months: An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - d. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months: An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username, and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Supplementary Terms and Conditions]

I.19 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2022)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). Payment terms for existing contracts and orders awarded prior to April 11, 2016 remain the same. The Contractor must use IPP for contracts and orders awarded April 11, 2016 or later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to April 11, 2016.

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

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

I.20 AGENCY LEVEL PROTEST NOTICE (APRIL 2003)

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

I.21 SECTION 508 REQUIREMENTS

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) (codified at 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Appendix A, C & D, and available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title36-vol3/pdf/CFR-2017-title36-vol3-part1194.pdf>. In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards. ICT includes IT and other equipment. 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 Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated November 12, 2018, and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated November 20, 2018, or any successor publication.

Section 508 Requirements for Technology Products

Section 508 applicability to Information and Communications Technology (ICT): Platform as a Service

Applicable Exception: N/A Authorization #: N/A

Applicable Functional Performance Criteria: All functional performance criteria in Chapter 3 apply to when using an alternative design or technology that results substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4 and 5 of the Revised 508 Standards, or when Chapters 4 or 5 do not address one or more functions of ICT.

Applicable 508 requirements for electronic content features and components (including but not limited to Internet or Intranet website): All requirements in E205 apply, including all WCAG 2.0 Level A and AA Success Criteria apply as specified in E205

Applicable 508 requirements for software features and components (including but not limited to Web, desktop, server, mobile client applications)

Applicable 508 requirements for hardware features and components: Does not apply

Applicable 508 requirements for support services and documentation: All requirements in Chapter 6 apply

Section 508 Requirements for Technology Services

- 1) When providing Platform as a Service (PaaS) or Software as a Service (SaaS), the contractor shall ensure services conform to the applicable Section 508 standards (including the requirements in Chapter 5 for software and WCAG Level A and AA Level 2.0 success criteria for web and software. When the requirements in Chapter 5 do not address one or more software functions, the Contractor shall ensure conformance to the

Functional Performance Criteria specified in Chapter 3.) The agency reserves the right to request an Accessibility Conformance Report (ACR) for PaaS and SaaS offerings. The ACR should be created using the Voluntary Product Accessibility Template Version 2.2 508 (or later). The template can be located at <https://www.itic.org/policy/accessibility/vpat>

- 2) When providing cloud hosting services (Infrastructure as a Service, Platform as a Service, Software as a Service, etc.) the Contractor shall ensure user administrative screens, dashboards and portals used to configure, and monitor cloud services conform to the Section 508 standards.
- 3) The Contractor shall ensure cloud hosting services shall not reduce the level of Section 508 conformance for ICT migrated by DHS to the cloud hosting environment.
- 4) Contractor personnel shall possess the knowledge, skills and abilities necessary to address the accessibility requirements in this work statement.

Section 508 Deliverables

Section 508 Accessibility Conformance Reports: For each ICT item offered through this contract (including commercially available products, and solutions consisting of ICT that are developed or modified pursuant to this contract), the Offeror shall provide an Accessibility Conformance Report (ACR) to document conformance claims against the applicable Section 508 standards.

The ACR shall be based on the Voluntary Product Accessibility Template Version 2.0 508 (or successor versions). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed by following all of the instructions provided in the template, including an explanation of the validation method used as a basis for the conformance claims in the report.