

Transportation Security Administration



Integrated Logistics Support (ILS) Contract

No. HSTS04-13-C-CT3067

September 19, 2013

Transportation Security Administration
Office of Acquisition
Passenger Screening Program

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Part A - Standard Form 1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 2113203CT3025		PAGE 1 OF 114	
2. CONTRACT NO. HSTS04-13-C-CT3067		3. AWARD/EFFECTIVE DATE 09/19/2013		4. ORDER NUMBER		5. SOLICITATION NUMBER HSTS04-13-R-CT3025	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Bonnie Evangelista		b. TELEPHONE NUMBER (No collect calls) ILSTeamMail@tsa.dhs.gov		8. SOLICITATION ISSUE DATE 4/18/2013	
9. ISSUED BY Transportation Security Administration Office of Acquisition Attn: Bonnie Evangelista 701 S. 12 th ST Arlington, VA 20598		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:		8. OFFER DUE DATE/ LOCAL TIME 6/3/2013 9am Eastern	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811219 EDWOSB SIZE STANDARD: \$19 Million	
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE		16. ADMINISTERED BY SAME AS BLOCK 9					
17a. CONTRACTOR/ OFFEROR Science Applications International Corporation 11251 Roger Bacon Drive Reston, VA 20190 TELEPHONE NO. 978-368-6906		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY U.S. Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake, VA 23327-4111			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,772,135		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input checked="" 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					<input checked="" 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.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Sr. Contracts Manager		30c. DATE SIGNED 10-Jun-2013		31b. NAME OF CONTRACTING OFFICER (Type or print) HOLLY HAMILTON BOLGER		31c. DATE SIGNED 09/19/2013	

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	CLIN 001: Transition (PSP Funding) FFP @ 4,772,135 (\$1,193,034 per month) PoP 10/01/2013 - 01/31/2014 Obligated Amount: \$3,909,907.80 Accounting Info: SAVL34B020D2013SWE042GE000623006200622CTO-62020000 00000000-2571-TSA DIRECT-DEF. TASK-D Funded: \$3,909,907.80	1	JB	3,909,907.80	3,909,907.80
00002	CLIN 001: Transition - Additional Funding (PSP Funding) FFP @ 4,772,135 (\$1,193,034 per month) PoP 10/01/2013 - 01/31/2014 Obligated Amount: \$862,227.20 Accounting Info: SAVL23B020D2013SWE042GE000623006200622CTO-62020000 00000000-2571-TSA DIRECT-DEF. TASK-D Funded: \$862,227.20 Continued ...	1	JB	862,227.20	862,227.20

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

SECTION 1 – SCHEDULE OF SUPPLIES/SERVICES

(CONTINUATION OF SF 1449, BLOCK 20)

A.1 General Description

The contractor shall provide the ILS services as described in Part C, Performance Work Statement, in accordance with the pricing set forth in Section 1 of Part A, Schedule of Supplies/Services.

A.2 Contract Pricing

The contract line items numbers (CLINs) in accordance with the CLIN Numbering Structure in Paragraph A.2.1 of this Section shall be used for development of invoices in accordance with B.3.4.5, Development of Invoices, of Part B, Contract Clauses. Sustainment services shall be based on fixed unit pricing, sustainment support shall be fixed price, and provisional line items for ancillary logistics services may be issued on a fixed price or time and materials (T&M) basis, as appropriate.

A.2.1 Pricing Schedule and CLINs

CLIN	Description	Quantity	Unit	Unit Price	Extended Price
0001	TRANSITION	4	EA	\$ 1,193,034	\$4,772,135

CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
1001	SUSTAINMENT OF TSE					
<u>Technology</u>	<u>Manufacturer</u>	<u>Model</u>				
Advanced Imaging Technology (AIT)	1001A	L3	PROVISION	641	EA	(b)(4)
Advanced Technology (AT) X-Ray	1001B	L3	AT2	52	EA	
	1001C	RAPISCAN	620DV	501	EA	
	1001D	RAPISCAN	DVAT2	501	EA	
	1001E	SMITHS DETECTION	SMITHS DT	441	EA	
	1001F	SMITHS DETECTION	ATIX2	299	EA	
Bottled Liquid Scanner (BLS)	1001G	CEJA	BLS	800	EA	
	1001H	SMITHS DETECTION	RESPONDER	492	EA	
Enhanced Metal Detector (EMD)	1001I	CEJA	02PN20	1402	EA	
	1001J	GARRETT	PD6500i	43	EA	
Explosive Trace Detector (ETD)	1001K	MDI	ITEMISER	700	EA	
	1001L	MDI	DX	2800	EA	
	1001M	SMITHS DETECTION	IONSCAN 500DT	1200	EA	
	1001N	SMITHS DETECTION	IONSCAN 400B	700	EA	
	1001O	SMITHS DETECTION	SABRE 4000	204	EA	
	1001P	SMITHS DETECTION	MMTD	24	EA	

	CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
Tip Ready X-Ray (TRX)	1001Q	RAPISCAN	520B / TRXU	215	EA	(b)(4)	(b)(4)
	1001R	RAPISCAN	522B / TRXU	55	EA		
	1001S	SMITHS HEIMAN	6040i	175	EA		
	1001T	SMITHS HEIMAN	7555i	35	EA		
						Subtotal	(b)(4)
	1002A	Sustainment Support Program Management		12	Month	(b)(4)	(b)(4)
	1002B	TSRC Operations		12	Month		
		PROVISIONAL ITEMS					(b)(4)
	1003	Ancillary Logistics Services		-	NSP	NSP	(b)(4)
	1004	Catastrophic Response and Additional Support		-	NSP	NSP	
	1005	DHS Sustainment Support		-	NSP	NSP	
	1006	Consumables		-	NSP	See A.2.6	
		INCENTIVE POOLS					
	1007	Parts Availability Incentive Pool		-	NSP	NSP	
	1008	DTAT Incentive Pool		-	NSP	NSP	
						Option Period 1 Subtotal	\$110,067,350

1. Quantities listed for CLIN 1001 represent estimated quantity counts for Option Period 1. Payment will be based on actual quantities deployed and operated in the field in accordance with Section B.3.4.6, Development of Invoices, of Part B.

	CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
	2001	SUSTAINMENT OF TSE					
Technology		Manufacturer	Model				
Advanced Imaging Technology (AIT)	2001A	L3	PROVISION	641	EA	(b)(4)	(b)(4)
Advanced Technology (AT) X-Ray	2001B	L3	AT2	52	EA		
	2001C	RAPISCAN	620DV	501	EA		
	2001D	RAPISCAN	DVAT2	501	EA		
	2001E	SMITHS DETECTION	SMITHS DT	441	EA		
	2001F	SMITHS DETECTION	ATIX2	299	EA		
Bottled Liquid Scanner (BLS)	2001G	CEIA	BLS	800	EA		
	2001H	SMITHS DETECTION	RESPONDER	492	EA		
Enhanced Metal Detector (EMD)	2001I	CEIA	02PN20	1402	EA		
	2001J	GARRETT	PD6500i	43	EA		
Explosive Trace	2001K	MDI	ITEMISER	700	EA		
	2001L	MDI	DX	2800	EA		

	CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
Detector (ETD)	2001M	SMITHS DETECTION	IONSCAN 500DT	1200	EA	(b)(4)	
	2001N	SMITHS DETECTION	IONSCAN 400B	700	EA		
	2001O	SMITHS DECTION	SABRE 4000	204	EA		
	2001P	SMITHS DECTION	MMTD	24	EA		
Tip Ready X-Ray (TRX)	2001Q	RAPISCAN	520B / TRXU	215	EA		
	2001R	RAPISCAN	522B / TRXU	55	EA		
	2001S	SMITHS HEIMAN	6040i	175	EA		
	2001T	SMITHS HEIMAN	7555i	35	EA		
						Subtotal	(b)(4)
	2002A	Sustainment Support Program Management		12	EA	(b)(4)	
	2002B	TSRC Operations		12	EA		
		<u>PROVISIONAL ITEMS</u>					
	2003	Ancillary Logistics Services		-	NSP	NSP	(b)(4)
	2004	Catastrophic Response and Additional Support		-	NSP	NSP	
	2005	DHS Sustainment Support		-	NSP	NSP	
	2006	Consumables		-	NSP	See A.2.6	
		<u>INCENTIVE POOLS</u>					
	2007	Parts Availability Incentive Pool		-	NSP	NSP	
	2008	DTAT Incentive Pool		-	NSP	NSP	
						Option Period 2 Subtotal	\$112,005,714

1. Quantities listed for CLIN 2001 represent estimated quantity counts for Option Period 2. Payment will be based on actual quantities deployed and operated in the field in accordance with Section B.3.4.6, Development of Invoices, of Part B.

	CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
	3001	SUSTAINMENT OF TSE					
<u>Technology</u>		<u>Manufacturer</u>	<u>Model</u>				
Advanced Imaging Technology (AIT)	3001A	L3	PROVISION	641	EA	(b)(4)	
Advanced Technology (AT) X-Ray	3001B	L3	AT2	52	EA		
	3001C	RAPISCAN	620DV	501	EA		
	3001D	RAPISCAN	DVAT2	501	EA		
	3001E	SMITHS DETECTION	SMITHS DT	441	EA		
	3001F	SMITHS DETECTION	ATIX2	299	EA		
Bottled Liquid Scanner (BLS)	3001G	CEIA	BLS	800	EA		
	3001H	SMITHS DETECTION	RESPONDER	492	EA		
Enhanced	3001I	CEIA	02PN20	1402	EA		

	CLIN	Description		Quantity ¹	Unit	Unit Price	Extended Price
Metal Detector (EMD)	3001J	GARRETT	PD6500i	43	EA	(b)(4)	(b)(4)
Explosive Trace Detector (ETD)	3001K	MDI	ITEMISER	700	EA		
	3001L	MDI	DX	2800	EA		
	3001M	SMITHS DETECTION	IONSCAN 500DT	1200	EA		
	3001N	SMITHS DETECTION	IONSCAN 400B	700	EA		
	3001O	SMITHS DECTION	SABRE 4000	204	EA		
	3001P	SMITHS DECTION	MMTD	24	EA		
Tip Ready X-Ray (TRX)	3001Q	RAPISCAN	520B / TRXU	215	EA		
	3001R	RAPISCAN	522B / TRXU	55	EA		
	3001S	SMITHS HEIMAN	6040i	175	EA		
	3001T	SMITHS HEIMAN	7555i	35	EA		
					Subtotal		
	3002A	Sustainment Support Program Management		12	EA	(b)(4)	
	3002B	TSRC Operations		12	EA		
		<u>PROVISIONAL ITEMS</u>					
	3003	Ancillary Logistics Services		-	NTE	NSP	(b)(4)
	3004	Catastrophic Response and Additional Support		-	NTE	NSP	
	3005	DHS Sustainment Support		-	NTE	NSP	
	3006	Consumables		-	NTE	See A.2.6	
		<u>INCENTIVE POOLS</u>					
	3007	Parts Availability Incentive Pool		-	NTE	NSP	
	3008	DTAT Incentive Pool		-	NTE	NSP	
					Option Period 3 Subtotal		\$109,854,474

1. Quantities listed for CLIN 3001 represent estimated quantity counts for Option Period 3. Payment will be based on actual quantities deployed and operated in the field in accordance with Section B.3.4.6, Development of Invoices, of Part B.

	CLIN	Description		Quantity ¹	Unit	Unit Price (per month)	Extended Price
	4001	SUSTAINMENT OF TSE					
<u>Technology</u>		<u>Manufacturer</u>	<u>Model</u>				
Advanced Imaging Technology (AIT)	4001A	L3	PROVISION	641	EA	(b)(4)	
Advanced Technology (AT) X-Ray	4001B	L3	AT2	52	EA		
	4001C	RAPISCAN	620DV	501	EA		
	4001D	RAPISCAN	DVAT2	501	EA		
	4001E	SMITHS DETECTION	SMITHS DT	441	EA		

	CLIN	Description		Quantity ¹	Unit	Unit Price (per month)	Extended Price
	4001F	SMITHS DETECTION	ATIX2	299	EA	(b)(4)	(b)(4)
Bottled Liquid Scanner (BLS)	4001G	CEIA	BLS	800	EA	(b)(4)	(b)(4)
	4001H	SMITHS DETECTION	RESPONDER	492	EA		
Enhanced Metal Detector (EMD)	4001I	CEIA	02PN20	1402	EA		
	4001J	GARRETT	PD6500i	43	EA		
Explosive Trace Detector (ETD)	4001K	MDI	ITEMISER	700	EA		
	4001L	MDI	DX	2800	EA		
	4001M	SMITHS DETECTION	IONSCAN 500DT	1200	EA		
	4001N	SMITHS DETECTION	IONSCAN 400B	700	EA		
	4001O	SMITHS DECTION	SABRE 4000	204	EA		
	4001P	SMITHS DECTION	MMTD	24	EA		
Tip Ready X-Ray (TRX)	4001Q	RAPISCAN	520B / TRXU	215	EA		
	4001R	RAPISCAN	522B / TRXU	55	EA		
	4001S	SMITHS HEIMAN	6040i	175	EA		
	4001T	SMITHS HEIMAN	7555i	35	EA		
					Subtotal		
	4002A	Sustainment Support Program Management		12	EA	(b)(4)	
	4002B	TSRC Operations		12	EA	(b)(4)	
		<u>PROVISIONAL ITEMS</u>					(b)(4)
	4003	Ancillary Logistics Services		-	NTE	NSP	(b)(4)
	4004	Catastrophic Response and Additional Support		-	NTE	NSP	
	4005	DHS Sustainment Support		-	NTE	NSP	
	4006	Consumables		-	NTE	Sec A.2.6	
		<u>INCENTIVE POOLS</u>					
	4007	Parts Availability Incentive Pool		-	NTE	NSP	
	4008	DTAT Incentive Pool		-	NTE	NSP	
					Option Period 4 Subtotal		\$105,834,488
					Total Contract Value		\$437,762,026

1. Quantities listed for 4001 represent estimated quantity counts for Option Period 4. Payment will be based on actual quantities deployed and operated in the field in accordance with Section B.3.4.6, Development of Invoices, of Part B.

A.2.2 Fixed Unit Price CLINs (CLIN X001)

The contractor shall provide the labor, materials and equipment to provide sustainment of TSE in accordance with the requirements set forth in Part C, Performance Work Statement. All

maintenance, repair and other related actions to sustain TSE shall be included in the fixed unit pricing established in Section A.2.1, Pricing Schedule and CLINs, of this Part. It is the Government's intent that the fixed unit pricing for TSE Sustainment Services include all estimated costs for preventive and corrective maintenance as defined in Paragraph C.8.1, Preventive Maintenance (PM), and C.8.2, Corrective Maintenance (CM), of Part C, respectively, during the period of performance identified. Fixed-unit pricing for sustainment of TSE shall not include requirements as defined in C.8.3, Catastrophic Response and Additional Support (CLIN X004), of Part C.

The sustainment services fixed unit price CLIN structure is designed to provide flexibility to the Government in order to accommodate differing quantity amounts throughout the life of the contract. Unit pricing for CLIN X001 shall only apply to deployed, in-service TSE that are not covered under the manufacturer's warranty and unit quantity totals may fluctuate at any given month. The TSA continues to evaluate the use of all TSE deployed in the field and reserves the right to move, remove, or add any technology/model of equipment to any federal airport or TSA designated facility required to meet TSA's constantly evolving screening objectives and policies. For example, older models of technology will gradually be reduced as newer versions of the same technology are acquired and deployed. This is just one example of how the quantity of a particular technology may fluctuate with the evolving security needs of TSA and the individual airports. The Government reserves the right to modify or discontinue the phase out process as it deems necessary in such instances. Accordingly, Contractors shall provide fixed unit prices for the TSE identified in Section A.2.1, Pricing Schedule and CLINs, of this Part, accounting for this dynamic and shall invoice using the procedures set for in Section B.3.4.6, Development of Invoices, of Part B.

TSA reserves the right to modify the contract to include provisions for new equipment and future technologies not listed in Section A.2.1 as they are procured and deployed.

A.2.3 Firm-Fixed Price CLINs (CLIN X002A and CLIN X002B)

The Government intends to establish Firm-Fixed Price (FFP) CLINs for sustainment support services.

(a) CLIN X002A shall include all program management related costs required to perform the requirements in Section C.7, Sustainment Support Program, of Part C, including submission of Contract Data Requirement Lists (CDRLs) as required in Section C.3, Document Submission and Compliance, of Part C. This CLIN shall also include costs for other sustainment support requirements, such as management of the consumables ordering system set forth in Section C.8.4.2, Preventive Maintenance Consumables, of Part C.

(b) CLIN X002B shall include all costs to support call center operations in accordance with Section C.8.11, TSA Service Response Center, of Part C.

A.2.4 Provisional CLINs

A.2.4.1 Ancillary Logistics Services (CLIN X003)

The Government intends to establish a provisional CLIN for logistics related ancillary services that may be ordered on an as needed basis via modification to this contract. The Contracting Officer may use FFP and T&M pricing as appropriate for each order. The Contractor shall provide labor in accordance with the fully burdened Fixed Labor Rates established in Section A.2.5, Labor Categories for Services, on a FFP or T&M basis, which shall be specified by the Contracting Officer as set forth in Section B.3.5.24, Ordering – Provisioned (CLIN X003), of Part B. The Contractor shall utilize the unit pricing established in Section A.2.6, Consumables Pricing, to the maximum extent practical, as appropriate.

For T&M orders, the Contractor will be reimbursed for all allowable, allocable and reasonable costs for Materials and Travel in accordance with Federal Acquisition Regulation (“FAR”) 31.2, Contracts with Commercial Organizations, and Section B.3.5.1, Travel and Per Diem, of Part B. No profit or fee will be paid on costs for Materials and Travel.

A.2.4.2 Catastrophic Response and Additional Support (CLIN X004)

The Government intends to establish a provisional CLIN in the event TSA requires the contractor to respond to events outside the scope of CLIN X001, *Sustainment Services*. The scope of this CLIN is limited to catastrophic events, acts of nature, and additional support required for special events set forth in Section C.8.3, Catastrophic Response and Additional Support (X004), of Part C. The purpose of this CLIN is to allow the Government to quickly respond to emergency situations and major events where requirements could not be reasonably planned for but services are required immediately. The CO will determine whether the nature of the occurrence does or does not provide the opportunity to estimate accurately the extent or duration of the work. Based on the time available to reasonably anticipate costs, the CO may authorize the Contractor to perform services on a FFP or T&M basis.

The Contractor shall provide labor in accordance with the fully burdened Fixed Labor Rates established in Section A.2.5, Labor Categories for Services, and utilize the unit pricing established in Section A.2.6, Consumables Pricing, to the maximum extent practical, as appropriate. The Contractor will be reimbursed for all allowable, allocable and reasonable costs for Materials and Travel in accordance with 31.2, Contracts with Commercial Organizations, and Section B.3.5.1, Travel and Per Diem, of Part B. No profit or fee will be paid on costs for Materials and Travel.

A.2.4.3 DHS Sustainment Support (CLIN X005)

The Government intends to establish a provisional CLIN in the event DHS Components require sustainment support services. If determined to be in the best interest of the Government, equipment sustainment services for DHS Components may be procured throughout the life this contract. All orders under this CLIN shall be approved by the TSA Contracting Officer. Any additional DHS Component requirements will be negotiated at the time when requirements are known.

A.2.5 Labor Categories for Services (CLIN X003 and CLIN X004)

The following labor rates are fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate Escalation charges. These rates shall apply for the base year and all option periods commencing with the date the Contract is awarded by the Government.

Labor Category	Base	Option 1	Option 2	Option 3	Option 4
Maintenance & Support Technician	(b)(4)				
Maintenance & Support Manager					
Project Manager					
Program Manager					

The Government reserves the right to add additional labor categories as necessary and to issue FFP and/or T&M priced orders under CLIN X003 and X004. The final CLIN type will be specified in each individual order (See Section B.3.5.24, Ordering – Provisioned (CLIN X003), of Part B for ordering procedures).

A.2.6 Consumables Pricing (CLIN X006)

The following fixed unit prices shall apply when ordering preventive maintenance consumables, in accordance with Section C.8.4.2, Preventive Maintenance Consumables, of Part C.

Description	DSA Detection Part Number	Manufacturer Part Number	Base Year	OY1	OY2	OY3	OY4
Smiths Detection 400B ETD							
Cotton Gloves	GL7500	MP075000	(b)(4)				
Saturated Wipes	SW7501	MP075001					
Saturated Swabs	SS7502	MP075002					
Canned Air	CA7503	MP075003					
Sample Swabs (200 ct)	SSW5883	15883					
Verification Tokens (100 ct)	SVT2602	2812602					
APU Indicating Bottle, 2 Pack	SIB1333	6811333					
LLAPU Indicating Bottle with Drierite Refill	SLK4599	6814599					
Printer Paper (10 Pack)	SPP0600	7040600					
Printer Ribbon	SPR3800	7042917					
Exhaust Fan Filter Assembly with Filter	SFK9230	15153					
Exhaust Fan Filter	SFF1654	11654					

Description	DSA Detection Part Number	Manufacturer Part Number	Base Year	OY1	OY2	OY3	OY4
Fan Filter Assembly with Filter	N/A	7040279	(b)(4)				
Smiths Detection Sabre 4000							
KIT, APC (3) - (Air Purification Cartridge)		6821034-A (3 pk.)					
Vapor Sealing Gaskets		6812022					
EXP - Standard Verification		1812092					
NG Vapor Verification		1812736					
CW-Vapor Standard Verification		6812919					
4-Hour Battery		6818310					
Power Supply Charger		7043319					
Kit, Maintenance		6815035					
Tool, Drum Removal		2815030					
Kit, Drum Cleaning		2813610					
MDI ITEMISER II ETD							
Fan Filters	FF3214	MP003214					
Cotton Gloves	GL7500	MP075000					
Saturated Wipes	SW7501	MP075001					
Saturated Swabs	SS7502	MP075002					
Canned Air	CA7503	MP075003					
Stainless Steel Filter (Sample Filter)	SF3223	MP003223					
Rubber Washer for Sample Filter	FW9556	MP009556					
Calibration Trap, E-Mode	CT1142	M0001142					
Thermal Print Paper		PA005060					
Manual, Itemiser 2 Maintenance Log		PA005069					
Sample Trap (100ct)		M0001140-E					
Smiths Detection 500DT ETD							
Velcro double shaper		1818944					
Verification Standard (pen)		1821883-A					
Sampling Wand Frame		2020505					
T Tube Liner		2818925					
Sample Assy, 500DT		3820503					
Air purification cartridge set		6817727					
Printer Ribbon		7044728					

Description	DSA Detection Part Number	Manufacturer Part Number	Base Year	OY1	OY2	OY3	OY4
Printer Roll		6818047	(b)(4)				
CEIA 02PN20 EMD							
Battery for backup power		19					
MDI Itemizer DX ETD							
Calibration Traps (25ct)		Ct1317					
Calibration Traps (100ct)		CT1319					
Verification Traps (100ct)		VT1336					
Verification Traps (25ct)		VT1337					
Clearing Spray (1ea)		CS1631					
Filter, Rear Fan (1ea)		FF3222					
Cotton Gloves (12pk)		GL7500					
Chemswabs (25ct)		SS7502					
Canned Air (1ea)		CA7503					
Alcohol Wipes (50ct)		SW7507					
Thermal Printer Paper (1ea)		PP5060					
Smiths Detection Responder BLS							
Safety Enclosure Cleaning Cloth		024-4003					

A.2.7 Disincentives and Incentives

(a) The Reliability, Maintainability, and Availability (RMA) performance of TSE is critical to TSA. Therefore, performance disincentives and incentives will be imposed to ensure that the Contractor meets the Service Level Agreement set forth in Section C.8.9, CLS Service level Agreement Performance Requirements, of Part C. TSA will calculate RMA data as applicable in accordance with Attachment 3, Reliability, Maintainability, and Availability Terms and Definitions. Any disincentives and/or incentives will be applied to invoices in accordance with Section B.3.4.6, Development of Invoices, of Part B.

(b) *Operational Availability (A_O)*: The following shows the amount (in percentage terms) of the downward adjustment of the CLIN X001 unit price if the contractor is not able to meet the threshold set forth in Section C.8.9, CLS Service level Agreement Performance Requirements, of Part C.

Operational Availability (A_o)	
Performance Level	Disincentive
$A_o < 98\%$	10%

TSA will adjust the final value of the Sustainment CLIN (X001) if the Contractor fails to meet this top level performance requirement. For example, if A_o for the Explosive Trace Detector (ETD) Systems located at Baltimore Washington International (BWI) Airport for the month of October 2014 is 97%, the Contractor shall apply a 10% reduction in the unit price for all ETDs located at BWI in October 2014.

(c) Incentives may be earned for meeting the requirements of C.8.9.2, Parts Availability Supporting Performance Metric, and C.8.9.4, Depot Turn Around Time (DTAT), of Part C. Separate incentive pools are established in Section 2, Contract Pricing, of Part A for payment of incentives. Incentives may not be earned during the base year of this Contract. Incentives may be invoiced in accordance with Section B.3.4.6, Development of Invoices, of Part B.

(d) *Parts Availability*: The Contractor shall calculate average parts fulfillment time for all critical maintenance actions requiring parts quarterly and compare the values against the SLA requirement identified in Section C.8.9.2 of Part C. The Contractor will earn an incentive in any quarter where parts availability time meets the performance levels below:

Parts Availability Time	
Performance Level	Incentive
Parts Availability Time \leq 17.5 hours	10% of annual incentive pool
Parts Availability Time \leq 15 hours	25% of annual incentive pool

(e) *DTAT*: The Contractor shall calculate average DTAT for all depot maintenance actions quarterly and compare the values against the SLA requirement identified in Section C.8.9.4 of Part C. The Contractor will earn an incentive in any quarter where DTAT meets the performance levels below:

Depot Turn Around Time (DTAT)	
Performance Level	Incentive
DTAT \leq 300 hours	10% of annual incentive pool
DTAT \leq 240 hours	25% of annual incentive pool

A.3 Period of Performance

The total period of performance of the effort required by this contract shall be one (1) base period and four (4) option periods from date of award as described below. The base period shall represent the transition period for this contract.

Period of Performance	CLIN(s)	Start date of Performance	End Date of Performance
Transition Period	0001	9/30/2013	01/31/2014
Option Period 1	1001-1004	2/01/2014	01/31/2015
Option Period 2	2001-2004	2/01/2015	01/31/2016
Option Period 3	3001-3004	2/01/2016	01/31/2017
Option Period 4	4001-4004	2/01/2017	01/31/2018

A.4 Place of Performance

The Place of Performance is the locations of deployed security screening equipment identified in Attachment 2 of Part D.

(End of Section 1, Part A)

PART B – CONTRACT CLAUSES

(CONTINUATION OF SF 1449, BLOCK 27)

SECTION 1 – FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

(End of clause)

Clause	Title	Date
52.204-7	Central Contractor Registration	Dec 2012
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.212-4	Contract Terms and Conditions – Commercial Items (with Alternate 1)	Feb 2012
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.	Oct 2010
52.217-7	Option for Increased Quantity -- Separately Priced Line Item	Mar 1989
52.217-8	Option to Extend Services [fill in: “The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days”]	Nov 1999
52.227-17	Rights in Data – Special Works	Dec 2007
52.246-1	Contractor Inspection Requirements.	Apr 1984

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Nov 2012)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

 (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (11) [Reserved]

- (12)(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).
- (13)(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.
- (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
 (ii) Alternate I (Oct 2001) of 52.219-9.
 (iii) Alternate II (Oct 2001) of 52.219-9.
 (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

 X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

 X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

 X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

 (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

 (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

 (ii) Alternate I (Dec 2007) of 52.223-16.

 X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

 (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 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).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51)(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.

(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:

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

(End of Clause)

(End of Part B, Section 1)

SECTION 2 – HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES

3052.204-70 Security requirements for unclassified information technology resources (Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within **60 days** after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

3052.204-71 Contractor employee access (Jun 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the

national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary

to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.215-70 Key personnel or facilities (Dec 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change. The Key Personnel or Facilities under this Contract:

Program Manager: Rick Hayes

3052.219-70 Small Business subcontracting plan reporting (Jun 2006)

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

3052.219-71 DHS mentor-protégé program (Jun 2006)

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

- (2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and
- (3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive credit for costs it incurs to provide assistance to a protégé firm. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

3052.222-70 Strikes or picketing affecting timely completion of the contract work (Dec 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3052.223-70 Removal or disposal of hazardous substances -- applicable licenses and permits (Jun 2006)

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits **90 days** after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of Part B, Section 2)

SECTION 3 – SPECIAL CONTRACT REQUIREMENTS

B.3.1 Packaging and Marking

(a) Any products or materials shall be packaged, packed, and marked in accordance with the contractor's standard commercial practices as well as Sections B.3.1.1, Deliverables and Other Reports, and B.3.1.2, Required Contractor Property Delivery Reporting, as appropriate. The contractor is fully liable for all damage, deterioration, or losses incurred during shipment and handling, unless the damage, deterioration, or losses are due to the fault of the Government.

(b) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with MIL-STD-2073-1E, "Standard Practice for Military Packaging" and Original Equipment Manufacturer (OEM) standards" to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

(c) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with change 1 dated 31 July 1997 and change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995 (<http://nsi.org/Library/Govt/Nispom.html>)

B.3.1.1 Deliverables and Other Reports

All reports the Contractor is required to submit to the Government shall be marked with the following information:

1. Contract Number
2. Report Title
3. Task Number (if applicable)
4. Date of submittal
5. Distribution
6. Document Control Number

The Government prefers to receive all reports electronically in standard MS Office (e.g. Word, Excel, etc.) or compatible file format either via e-mail or on a standard disk (ZIP, CD, DVD, etc.) that is readable on a PC. Hard copy reports and other documentation are to be packaged, packed and marked to ensure arrival at destination in a satisfactory condition. Containers and wrapping are to conform to best commercial practice.

B.3.1.2 Required Contractor Property Delivery Reporting

When applicable, the Contractor shall coordinate all inbound and outbound shipments and moves of Government property with the Government Property Administrator specified in Section B.3.4.3, Other TSA Points of Contact, of this Part. The Contractor shall provide the Government Property Administrator a copy of the DD1149, Shipping Document, (Attachment 6) when shipping equipment. The contractor shall submit the required forms for each movement for approval before shipment. Expendable and/or consumable items delivered by the Contractor

(items consumed in use or which are an integral part of another system, office supplies, paper, printer cartridges, etc.) should not be submitted via this form.

All equipment and parts delivered under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards. In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging as referenced in Paragraph B.3.1 of this Section.

B.3.2 Inspection and Acceptance

B.3.2.1 Quality Assurance Surveillance Plan (QASP)

The Contractor is responsible for assuring only conforming products/services are offered to the U.S. Government for acceptance. The Government will use Attachment 5, Quality Assurance Surveillance Plan, to monitor and evaluate contractor's performance.

B.3.2.2 Inspection and Acceptance of Contract Data Requirement List (CDRLs)

All deliverables under the Contract are subject to review and approval by the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR). Unless otherwise specifically provided in this contract, the CO and/or COR is the person authorized to make final Government acceptance of all deliverables called for in the CDRLs and all reviews specified in Part C, Performance Work Statement. Final acceptance of all deliverable items will be made, in writing, by the CO and/or COR.

B.3.2.3 Permits and Responsibilities

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor is also responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence arising from these responsibilities. The Contractor is responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

B.3.3 Deliveries or Performance

B.3.3.1 Supplies and Equipment

All supplies and equipment shall be shipped F.O.B. Destination under this Contract.

B.3.3.2 Notice of Delay

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor shall give the Contracting officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the contractor, but in no event less than forty-five (45) days before the completion date specified

in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting officer may extend the time specified in the Schedule for such period as deemed advisable.

B.3.3.3 Original Equipment Manufacturer (OEM) Management Requirements

The prime contractors shall be responsible for the management of suppliers and subcontractors during the term of the contract. Attributes of such responsibility are expected to involve the assessment, coordination, and management of the OEMs, suppliers, and subcontractors who provide the products and/or services.

B.3.4 Contract Administrative Data

B.3.4.1 Contracting Officer (CO)

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: Ms. Holly Hamilton Bolger
PHONE NUMBER: 571-227-(b)(6)
EMAIL: (b)(6)

ADDRESS: Transportation Security Administration,
701 S. 12th Street
Arlington, VA 20598

B.3.4.2 Contracting Officer's Representative (COR) and Technical Monitor (TM)

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 COR

NAME: Mr. Craig Hamilton
PHONE NUMBER: 571-227-(b)(6)
EMAIL: (b)(6)
ADDRESS: Transportation Security Administration
One West Post Office Road
Arlington, VA 20598-6025

TSA Alternate COR

NAME: Ms. Elena Kutney
PHONE NUMBER: 571-227-(b)(6)
EMAIL: (b)(6)
ADDRESS: Transportation Security Administration
One West Post Office Road
Arlington, VA 20598-6025

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.

B.3.4.3 Other TSA Points of Contact

The Government Property Administrator's name and contact information is listed below:

TSA Government Property Administrator

NAME: Ms. Annette Cuyler
PHONE NUMBER: 571-227-(b)(6)
EMAIL: (b)(6)

ADDRESS: Transportation Security Administration
One West Post Office Road
Arlington, VA 20598-6025

B.3.4.4 Contractor Representatives

The Contractor shall identify below a Contract Administrator and Program Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for the duration of this contract or until the Contracting Officer has been notified by the Contractor in writing of their replacement.

(a) Contract Administrator

The Contract Administrator to be contacted for all contract administration matters:

NAME:
PHONE NUMBER:
EMAIL:

ADDRESS: 11251 Roger Bacon Drive
Reston, VA 20190

The Contract Administrator shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The Contract Administrator shall have full authority to act for the contractor in all contractual matters, including negotiation.

(b) Program Manager

The Program Manager to be contacted for all service related issues:

NAME:
PHONE NUMBER:
EMAIL:

ADDRESS:

The contractor shall appoint a Program Manager who will be the contractor's authorized representative for technical and administrative performance of all products and services required hereunder. The Program Manager shall provide the single point of contact through which all contractor/Government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the contractor, such technical direction as the Contracting Officer and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the contractor's technical personnel, and all interface and interaction with subcontractors, OEMs, and suppliers used by the contractor in performance of this contract, shall be the responsibility of the contractor.

B.3.4.5 "SUBMISSION OF INVOICES - Commercial"

(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

- 3) Email Invoices:
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 Technical 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 Technical 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: See Section B.3.4.6, Development of Invoices, of Part B.

B.3.4.6 Development of Invoices

(1) The Contractor shall develop a monthly invoice which separately identifies, per technology and model, the number of systems sustained for the given invoice period, the fixed unit price being applied, and any disincentive applicable for not meeting the requirements of Section C.8.9.1, Operational Availability (A_o), of Part C. Disincentives shall be calculated in accordance with Section A.2.1.1, Disincentives for Failing to Meet Service Level Agreement, of Part A as follows:

(a) Sustainment Services

Payment to the Contractor for sustainment services (X001) rendered during any given invoice period will be based on the product of the number of deployed, in-service machines that are not covered under manufacturer's warranty and the unit pricing established in Section A.2, Contract Pricing, of Part A. For example, if the Contractor performed sustainment services for 100 Itemiser DX Explosive Trace Detector (ETD) Systems located at Reagan National Airport (DCA) at \$10 per unit in February 2014, the Contractor shall invoice \$1,000 total for Itemiser DX ETDs at DCA for February 2014.

The Contractor shall invoice for actual days in service, applying a prorated amount, as appropriate, for those units taken out of service or added for service at any given month. For example, in the scenario described above, if 50 ETD systems located at DCA were only maintained for 15 days (50% of the month) during February 2014, the Contractor shall invoice at half the unit price, which comes to a total of \$500 for Itemiser DX ETDs at DCA for February 2014.

(b) Operational Availability (A_o)

The Contractor shall calculate the monthly A_o for each technology at each airport and evaluate each against the Service Level Agreement (SLA) specified in Section C.8.9.1 of Part C. In any month when A_o of an individual technology at an airport falls below the contract SLA requirement, the Contractor must decrement the monthly invoice for that technology at that airport as follows:

Operational Availability (A_o)	
Performance Level	Invoice Adjustment
Below SLA Requirement	-10% for each technology by airport

For example, in the scenario described in Paragraph (a) above, if the Itemiser DX ETDs located at DCA achieved 97% A₀ in February 2014, the Contractor would invoice \$900 to reflect a 10% penalty for missed performance.

(2) The contractor may submit an invoice quarterly for payment of incentives earned for meeting the requirements of C.8.9.2, Parts Availability Supporting Performance Metric, and C.8.9.4, Depot Turn Around Time (DTAT), of Part C. Incentives earned may be paid from separate incentive pools established in Section A.2, Contract Pricing, of Part A. The invoice period for incentives shall be quarterly and based on the prior three month reporting period. Incentives may be invoiced in accordance with Paragraphs (b) and (c).

(b)Parts Availability

Beginning 90 days after the start of option period 1, the Contractor shall calculate average parts fulfillment time for all critical maintenance actions requiring parts over the previous 3 months and compare the values against the SLA requirement identified in Section C.8.9.2 of Part C. The Contractor will earn an incentive in any quarter where parts availability time meets the performance levels below:

Parts Availability Time	
Performance Level	Incentive
Parts Availability Time ≤ 17.5 hours	10% of annual incentive pool
Parts Availability Time ≤ 15 hours	25% of annual incentive pool

(c)Depot Turn Around Time (DTAT)

Beginning 90 days after the start of option period 1, the Contractor shall calculate average DTAT for all depot maintenance actions over the previous 3 months and compare the values against the SLA requirement identified in Section C.8.9.4 of Part C. The Contractor will earn an incentive in any quarter where DTAT meets the performance levels below:

Depot Turn Around Time (DTAT)	
Performance Level	Incentive
DTAT ≤ 300 hours	10% of annual incentive pool
DTAT ≤ 240 hours	25% of annual incentive pool

(3) The Government will review applicable disincentives and incentives submitted by the Contractor for accuracy using the data provided under CDRL A004 and its associated DID (see Section C.7.5). The Government will also review Contractor logs for changes altered after the fact that may misrepresented performance when applying disincentives and incentives. In the event of conflict between the contractor’s application and the Government’s review of

disincentives and incentives, the Contractor is advised that the Government's review is final when applying any disincentives and incentives.

B.3.4.7 Post Award Conference

The Contracting Officer will establish the date of the Post Award Conference to be held within **30 calendar days** of contract award. The contractor will prepare the agenda, invite stakeholders, and prepare and distribute the minutes of the conference. The conference will be co-chaired by the Contracting Officer and the Contractor's program manager. The location of the conference will be held at a place mutually agreeable to the Government and the contractor. The minutes of the conference will document all discussions that took place, as well as all information and guidance provided to the contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable provisions of the contract. It is anticipated that, at a minimum, the contractor will brief its business/transition plan, program schedule, program management, and organization.

B.3.5 Other Contract Requirements

B.3.5.1 Travel and Per Diem (Applicable to Cost Reimbursement and T&M Type Contracts Only)

The Contractor shall be reimbursed for travel costs associated with this contract. The reimbursement for those costs shall be as follows:

- Travel subsistence reimbursements will be authorized under the rates and conditions under the Federal Travel Regulations.
- Per diem will be reimbursed, at actual costs, not to exceed, the per diem rates set forth in the Federal Travel Regulations prescribed by General Services Administration and when applicable, Standardized Regulations Section 925 – Maximum Travel Per Diem Allowances for Foreign Areas – prescribed by the Department of State.
- Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the locations of temporary duty assignment. If more than one temporary duty point is involved, the allowance of one-half of the M&IE rate is prescribed for the location where the majority of the time is spent performing official business. The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.
- Airfare costs in excess of the lowest rate available, offered during normal business hours are not reimbursable.
- All reimbursable Contractor travel shall be authorized through the issuance of a task order executed by the Contracting Officer.

Local Travel Costs will not be reimbursed under the following circumstances:

- Travel at Government installations where Government transportation is available
- Travel performed for personal convenience/errands, including commuting to and from work; and
- Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.3.5.2 Disclosure of Information

Information furnished by the Contractor under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personally-identifiable information must be clearly marked.

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

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and information and must ensure that all work performed by its Subcontractor(s) shall be under the supervision of the Contractor or the Contractor's employees.

B.3.5.3 Contractor's Responsibility for Assigned Space, Equipment, and Supplies

If, due to the fault or neglect of the Contractor, his agents, or employees, damages are caused to any Government property, equipment, stock or supplies, during the performance of this contract, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property. The Contractor is responsible for maintaining all assigned space(s) in a clean and orderly fashion during the course of this contract. All telephones are for conducting official Government business only.

B.3.5.4 Interrelationship of Associate Contractors

The TSA may enter into contractual agreements with other Contractors (i.e., "Associate Contractors") in order to fulfill requirements separate from the work to be performed under this contract, yet having a relationship to performance under this contract. It is expected that contractors working under TSA contracts will have to work together under certain conditions in order to achieve a common solution for TSA. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant Contracting Officer (CO) and/or designated representative in providing suitable, non-conflicting technical and/or management interface and in avoidance of duplication of effort. Information on deliverables provided under separate contracts may, at the discretion of the TSA and/or other Government agencies, be provided to such other Contractor(s) for the purpose of such work.

Where the Contractor and an associate Contractor fail to agree upon action to be taken in connection with their respective responsibilities, each Contractor shall promptly bring the matters to the attention of the cognizant CO and furnish the Contractor's recommendations for a solution. The Contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the Contractor and its associate to promptly refer matters to the CO or because of failure to implement CO directions.

Where the Contractor and Associate Contractors are required to collaborate to deliver a service; the Government will designate, in writing and prior to the definition of the task, to both Contractors, a "lead Contractor" for the project. In these cases the Associate Contractors shall also be contractually required to coordinate and collaborate with the Contractor. TSA will facilitate the mutual execution of Non-Disclosure Agreements.

Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.

B.3.5.5 Non-Personal Services

"Personal services" are those in which contractor personnel would appear to be, in effect, Government employees via the direct supervision and oversight by Government employees. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by a Government employee. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable employee supervisor of the Contractor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental actions as defined by FAR 7.500. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change any contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this special contract requirement shall limit the Government's rights in any way under any other term of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this special contract requirement shall be included in all subcontracts at any tier.

B.3.5.6 Contractor Responsibilities

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the

part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- Discuss with unauthorized persons any information obtained in the performance of work under this contract.
- Conduct business not directly related to this contract on Government premises.
- Use computer systems and/or other Government facilities for company or personal business other than work related; or
- Recruit on Government premises or otherwise act to disrupt official Government business.

B.3.5.7 Qualification of Employees

The Contracting Officer may require dismissal from work under this contract and/or removal of access to government facilities, property, information and/or information systems of those employees which the Contracting Officer deems contrary to the public interest or inconsistent with the best interest of national security.

B.3.5.8 Non-Disclosure Agreements

Non-Disclosure Agreements are required to be signed by all Contractor personnel when their role requires them to come into contact with Sensitive But Unclassified, Government procurement sensitive information, and/or other sensitive information, or proprietary business information from other Contractors (e.g., cost data, plans, and strategies). The recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information. The Contracting Officer will provide the prescribed non-disclosure forms as necessary to the Contractor when circumstances warrant.

B.3.5.9 Observance of Legal Holidays, Other Absences, and Necessary Contract Performance Offsite

The Government observes the following holidays:

New Year's Day
Martin Luther King Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Christmas Day
Inauguration Day (Washington, DC metropolitan area)

In addition to the days designated as holidays, the Government observes also the following days:

- Any other day designated by Federal Statute, and
- Any other day designated by Executive Order, and
- Any other day designated by President's Proclamation, such as extreme weather conditions.

When the Government grants excused absence to its employees in a specific location, assigned Contractor personnel at that same location may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative. Observance of such holidays by Government personnel shall not be a reason for the Contractor to request an extension of the period of performance, or entitlement of compensation except as set forth within the contract.

In the event the Contractor's personnel work during the holiday or other excused absences, they may be compensated by the Contractor, however, no form of holiday or other premium compensation will be considered either as a direct or indirect cost, other than their normal compensation for the time worked. For cost reimbursable and time and material (T&M) contracts, the government will only consider as direct and/or indirect costs those efforts actually performed during the holiday or excused absences in the event contractor personnel are not dismissed. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

Otherwise, the management responsibility for contractor functions approved by the Contracting Officer for offsite work, in the event of inaccessibility of federal workplaces are the sole responsibility of the contractor. The contractor may propose telework or other solutions when critical work is required, however, the Contractor is solely responsible for any cost differential in performance, all liabilities that may be due to performance at an alternate location and all resources necessary to complete such performance.

In the event of an actual emergency, the Contracting Officer may direct the contractor to change work hours or locations or institute tele-work, utilize personal protective equipment or other mandated items.

B.3.5.10 Suitability Determination for Contract Employees

All contractor employees seeking to provide services to TSA under a TSA contract are subject to a suitability determination to assess whether their initial employment or continued employment on a TSA contract protects or promotes the efficiency of the agency. TSA, by and through the Office of Security, Personnel Security Division (PerSec), will allow a contractor employee to commence work on a TSA contract only if a review of the contractor employee's

preliminary background check is favorable. Contractor employees with unfavorable preliminary background checks will not be allowed to work on a TSA contract.

A suitability determination involves the following three phases:

Phase 1: Enter On Duty Suitability Determination: a review of a contractor employee's consumer credit report, criminal history records, and submitted security forms to determine, to the extent possible, if the contractor employee has bad debt and/or criminal offenses and/or falsification issues that would prohibit employment as a TSA contractor. This determination will include verification of citizenship for contractor employees born outside of the United States. A favorable Enter on Duty Suitability Determination is not a final suitability determination; rather, it is a preliminary review of external data sources that allows the contractor employee to commence work prior to the required background investigation being completed.

When a contractor employee is deemed suitable to commence work on a TSA contract, TSA PerSec will notify the appropriate Contracting Officer's Representative (COR) of the favorable determination. Similar notifications will be sent when a contractor employee has not passed the preliminary background check and has been deemed unsuitable.

Phase 2: Background Investigation: Once the contractor employee commences work on a TSA contract, TSA PerSec will process all submitted security forms to determine whether the contractor has previously been the subject of a federal background investigation sufficient in scope to meet TSA minimum investigative requirements. Contractor employees who have a federal investigation sufficient in scope will immediately be processed for final suitability adjudication. Those contractor employees who do not have a previous federal background investigation sufficient in scope will be scheduled for the appropriate level background investigation through the submission of their security forms to the Office of Personnel Management (OPM).

Phase 3: Final Suitability Adjudication: TSA PerSec will complete the final suitability determination after receipt, review, and adjudication of the completed OPM background investigation. The final suitability determination is an assessment made by TSA PerSec to determine whether there is reasonable expectation that the continued employment of the TSA contractor will or will not protect or promote the efficiency of the agency. An unfavorable final suitability determination will result in a notification to the COTR that the contractor employee has been deemed unsuitable for continued contract employment and that he/she shall be removed from the TSA contract.

B.3.5.11 Security Requirements for Contractor Employees Performing at Airport Locations

Contractor employees are required to meet all airport security screening requirements which include criminal history, background and fingerprint check. Contractor employees working in this facility will be required to obtain, possess and display a Secure Identification Display Area (SIDA) badge in accordance with the airport's physical and personnel security requirements. The Contractor is responsible for any fees associated with lost badges.

B.3.5.12 Insurance for Contractor Performance at Airport

The Contractor must have approved insurance on file with **each federal airport where work is required**. The Contractor is required to procure at its own expense, and keep in effect at all times during the term of the Contract [the types and amounts of insurance specified. Air Carrier Operating Permits and Leases will have additional insurance coverage requirements. The actual types and amounts of insurance required will be set on an individual basis by **each federal airport where work is required** based upon the company's scope of work and airport access required. For further information regarding Insurance Requirements, please contact the Contracting Officer.

B.3.5.13 Advertising of Award

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

B.3.5.14 Major Breach of Safety or Security

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to TSA and compliance with safety standards and practices is a material part of this contract. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of safety must be related directly to the work on the agreement. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality, serious injury, or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the agreement. A major breach of security is an act or omission by the Contractor that results in compromise of classified information or sensitive security information or sensitive but unclassified information, including contractor proprietary information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

NOTE: Breach of Security for the purposes of this definition should not be confused with breach of security in screening operations.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

B.3.5.15 Contractor Staff Training

The contractor shall provide fully trained and experienced personnel. Training of contractor personnel shall be performed by the contractor at its expense, except as directed by the Government through written authorization by the Contracting Officer to meet special requirements peculiar to the contract. Training includes attendance at seminars, symposia or user group conferences. Training will not be authorized for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art or for training contractor employees on equipment, computer languages and computer operating systems that are available on the commercial market or required by a contract. This includes training to obtain or increase proficiency in word processing, spreadsheets, presentations, and electronic mail.

B.3.5.16 Employee Termination

The contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative within 48 hours when an employee performing work under this contract who has been granted access to government information, information systems, property, or government facilities access terminates employment, no longer is assigned to the contract, or no longer requires such access. The contractor shall be responsible for returning, or ensuring that employees return, all DHS/TSA -issued contractor/employee identification, all other TSA or DHS property, and any security access cards to Government offices issued by a landlord of commercial space.

B.3.5.17 Standards of Conduct and Restrictions

The contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. Personnel performing work under this contract shall not:

- a) Solicit new business while performing work under the contract;
- b) Conduct business other than that which is covered by this contract during periods paid by the Government;
- c) Conduct business not directly related to this contract on Government premises;
- d) Use Government computer systems or networks, and/or other Government facilities for company or personal business;
- e) Recruit on Government premises or otherwise act to disrupt official Government business.

B.3.5.18 Electronic Information Technology to Accommodate Users with Disabilities (Section 508 of the Rehabilitation Act)

Section 508 of the Rehabilitation Act prohibits federal agencies from procuring, developing, maintaining, or using electronic and information technology (EIT) that is inaccessible to people with disabilities. The applicable standards in Section 508 of the Rehabilitation Act, as amended, shall apply to this contract and any items, or services covered by

or provided in connection with this requirement. The Contractor shall provide items and services that comply with Section 508 requirements and the Electronic and Information Accessibility Standards at 36 CFR Part 1194.

B.3.5.19 Substitution of Key Personnel

The Contractor shall notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR) prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced or otherwise meet the standards applicable in the contract. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least fifteen (15) days, or forty-five (45) days if either a background investigation for building or information system access and/or a security clearance (due to classified contract requirements that relate specifically to personnel) must be obtained to meet the contract's requirements, in advance of the proposed substitution. Such notification from the contractor shall include:

- (a) an explanation of the circumstances necessitating the substitution;
- (b) a complete resume of the proposed substitute; and
- (c) any other information requested by the CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The CO and COR will evaluate substitution requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the Contractor.

B.3.5.20 Controlled Unclassified Information Data Privacy and Protection

The Contractor shall be responsible for the security of: i) all data that is generated by the contractor on behalf of the Government ii) Government data transmitted by the contractor, and iii) Government data otherwise stored or processed by the contractor, regardless of who owns or controls the underlying systems while that data is under the contractor's control. All Government data, including but not limited to Personal Identifiable Information (PII), Sensitive Security Information (SSI), and Sensitive But Unclassified (SBU), and/or Critical Infrastructure Information (CII), shall be protected according to Department of Homeland Security information security policies and mandates.

At the expiration of the contract, the contractor shall return all Government information and IT resources provided to the contractor during the contract.

The contractor must satisfy requirements to work with and safeguard Sensitive Security Information (SSI), and Personally Identifiable Information (PII). All support personnel must understand and rigorously follow all applicable DHS Component Agency's requirements, policies, and procedures for safeguarding SSI and PII. Contractor personnel will be required to complete online training for SSI, Informational Security and Privacy training, if required by the DHS Component Agency

The Contractor, and those operating on its behalf, shall adhere to the requirements of the non-disclosure agreement unless authorized in writing by the Contracting Officer.

The Government will identify IT systems transmitting unclassified/SSI information that will require protection based on a risk assessment as applicable. If encryption is required, the following methods are acceptable for encrypting sensitive information:

- a. Products Advanced Encryption Standard (AES) algorithms that have been validated under FIPS 140-2.
- b. National Security Agency (NSA) Type 2 or Type 1 encryption.
- c. Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A) for Sensitive Systems).

The contractor shall maintain data control according to the applicable DHS Component Agency's security level of the data. Data separation will include the use of discretionary access control methods, VPN encryption methods, data aggregation controls, data tagging, media marking, backup actions, and data disaster planning and recovery. Contractors handling PII must comply with TSA MD 3700.4 if applicable.

Users of Government IT assets shall adhere to all system security requirements to ensure the confidentiality, integrity, availability, and non-repudiation of information under their control. All users accessing Government IT assets are expected to actively apply the practices specified in the TSA Information Technology Security Policy (ITSP) Handbook, Chapter 3, Section 6, Privacy and Acceptable Use, or similar DHS Component Agency's guidance or policy.

The contractor shall comply with the all data disposition requirements stated in the applicable DHS Component Agency's Information Security Policy. For all TSA orders the contractor shall comply with Information Security Policy Handbook Chapter 3, Section 17 Computer Data Storage Disposition, as well as TSA Management Directive 3700.4.

B.3.5.21 Contingency and/or Continuity of Operations in support of Transportation Security Administration Operations

(a) Background. The Transportation Security Administration (TSA) is a component of the Department of Homeland Security (DHS) and is responsible for the security of the nation's transportation system. This includes not only the security screening operations conducted for passenger air travel, but also security operations protecting air cargo and shipping, surface and other transportation modes including rail, and pipelines and other transportation infrastructure. To those ends, the TSA must be able to respond quickly to incidents, and increase and re-constitute its operational posture ("continuity of operations") in response to threats and the possibility of actual attacks upon or disruption to government operations or national infrastructure. The TSA has an internal capacity to establish and operate Critical Incident Management Groups in response to a specific, TSA-only incident, or as a part of larger DHS operation due to orders from the DHS Secretary, or due to increased threat levels under the National Terrorism Advisory System, or federal operations up to and including responsibilities

assigned under the National Response Framework. To these ends, the TSA must be able to count upon a correlated contractor capability to surge capacity in response to incidents or quickly re-constitute capability to recover from a catastrophe. Accordingly, TSA contractors must be prepared and able to provide surge capacity and to reconstitute operational capability to perform under contract as required in response to an emergency.

(b) Definitions. The meaning of specific contingency or emergency-related terms herein proceeds from those definitions within the National Response Framework and are available from the National Response Framework Resource Center glossary at <http://www.fema.gov/emergency/nrf/>.

(c) Force and effect of this clause. Without regard to the extent that the Contractor's actual responses in order to meet the requirements of this clause may be necessitated by occurrences or conditions as described in the "Excusable Delays" paragraph of FAR 52.212-4, "Contract Terms and Conditions—Commercial Items" clause or those described in the FAR 52.249-14, "Excusable Delays" clause (or such related conditions as described in other clauses, such as the FAR 52.249-8 "Default (Fixed-Price Supply and Service)," 52.249-9 "Default (Fixed-Price Research and Development)," and/or FAR 52.249-10 (Fixed-Price Construction)," if included in the contract), the Contractor shall provide surge capacity, re-establish functions, and reconstitute capability and performance under this contract as quickly as possible in response to an incident and/or as ordered by the Contracting Officer.

(d) Response functions and capabilities. The Contractor shall establish and maintain the following capabilities as a requirement of this contract.

(1) Continuity of Operations (COOP) Plan. The Contractor shall establish a written continuity of operations plan in accordance with "Continuity Guidance Circular 1 (CCG1), Continuity Guidance for Non-Federal Agencies" of January 2009. In general, COOP plans must be designed in order to:

- i. Minimize loss of life, injury, and property damage.
- ii. Mitigate the duration, severity, or pervasiveness of disruptions that do occur.
- iii. Achieve the timely and orderly resumption of essential functions and the return to normal operations.
- iv. Protect essential facilities, equipment, records, and assets.
- v. Be executable with or without warning.
- vi. Meet the operational requirements of the TSA. Continuity plans need to be operational within minutes of activation, depending on the essential function or service, but certainly should be operational no later than 12 hours after activation.
- vii. Meet the sustainment needs of the TSA. An organization may need to plan for sustained continuity operations for up to 30 days or longer, depending on resources, support relationships, and the respective continuity strategy adopted.
- viii. Ensure the continuous performance of essential functions and operations during an emergency, including those such as pandemic influenza that require additional considerations beyond traditional continuity planning.

ix. Provide an integrated and coordinated continuity framework that takes into consideration other relevant organizational, governmental, and private sector continuity plans and procedures.

The Contractor's COOP Plan is intended to be executed in response to an incident, and the COOP Plan shall address each of the following requirements in depth, in addition to the essential functions described in CCG1:

(A) Communications. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall maintain or be able to re-establish active, real-time communication with its employees under the contract during the 24-hour day period on all days during the week such that the Contractor can ensure performance under the contract will continue at such alternate locations under the contract to meet specified deliverables and/or response to surge capacity. Likewise, the Contractor shall ensure that effective communication about its contract performance can continue with the Contracting Officer, taking into account the operational profile or location of TSA facilities or assets in response to an incident in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.

(B) Facilities. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall be able to re-constitute contractor presence at self-provided facilities or at Government-provided facility space as may be required in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.

(C) Information Systems/Network. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall maintain and be able to re-constitute an information systems network at its facilities or for use at alternate facilities as may be necessary in order to meet specified deliverables and/or respond to surge capacity orders from the Contracting Officer.

(D) Annual or Periodic COOP Exercise. Under the monitoring of the Contracting Officer and Contracting Officer's Technical Representative (COR), the Contractor shall conduct an annual exercise to test the capabilities of its COOP Plan, or the Contractor may be included in periodic TSA COOP exercises as a means of fulfilling this requirement. Typically, a simulated scenario for the exercise will be developed, and the contractor's management team will place the scenario into action on a simulated basis. As with all exercises, responses to the exercise must be based on the known capacities and capabilities of the contractor's personnel and assets and take the actual disposition and locations of personnel and assets into account at the initiation and during the conduct of the exercise. Thus, while the exercise's scenario is simulated, the contractor's ability to initiate and to plan the execution of a response to the scenario via the COOP Plan is actual and will be assessed by the Government. The Contractor shall implement recommendations as a consequence of the Government's assessment of its performance in response to the exercise. The Government's assessment of COOP plan practice may be likewise included at the Government's discretion as a portion of the "management" element assessed under the Contractor Performance Assessment Reporting

System. Initiation of an exercise in response to the requirements of this clause does not entitle the Contractor to an equitable adjustment or otherwise constitute a change to this contract.

(E) Surge capacity and Continuity of Operations (COOP). The Contractor may be required to provide either surge capacity and/or a COOP response to conditions related to this clause. "Surge capacity" means that the volume and pace of the contractor's performance is required to increase to meet the TSA's increased volume of work and tempo of operations in an emergency situation. "COOP" means that the contractor may have to conduct various activities to re-establish or reconstitute operations in response to an incident, which could also include a necessity to provide for surge capacity.

(e) Response Requirement. The Contractor shall provide surge capacity to implement an increased workload within **24** hours of notification by the Contracting Officer in the event of:

- (1) a specific declaration of national emergency by the Executive Office of the President and/or the occurrence of an Incident of National Significance or Major Disaster;
- (2) a contingency operation initiated by DHS and/or the TSA;
- (3) a continuity of operations re-establishment of DHS and/or its components' locations, deployments, or operational profiles;
- (4) an emergency or event that affects DHS or TSA operations requires a specific response as directed by the President, Secretary of Homeland Security, or Principal Federal Official so designated, and/or actuates part or all of the requirements within the National Response Framework;
- (5) an increase in the Threat Levels published via the Homeland Security Advisory System, either on a national or an industry/sector specific basis (especially with respect to the Threat Conditions of "High," and/or "Severe"); and/or
- (6) the establishment of a specific TSA Critical Incident Management Group related to the functional area supported by this contract.

Staffing requirements may increase dramatically during such contingency operations or events. During the beginning of a contingency, the contractor shall be prepared to augment staffing for the duration of the contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency.

(f) Ordering Surge Support. When the contractor's support to provide surge capacity in response to the requirements of this clause is required under the contract, a duly appointed and warranted Contracting Officer will order such support in writing. Only such a designated Contracting Officer is authorized to direct Contractor's performance in support of the requirements of this clause.

(g) Annual Statement Affirming Compliance. During each year of performance while this contract is in force, the Contractor is required to submit to the Contracting Officer, on the first day of December or the next following business day, a statement affirming the contractor's intent to comply fully with the requirements of this clause and to indicate sufficient internal capacity to do so.

(h) **Right to an Equitable Adjustment.** This clause in no way diminishes or alters the right of the Contractor to an equitable adjustment for performance initiated in response to the Contracting Officer's direction from paragraph (e) above.

B.3.5.22 Reserved

B.3.5.23 Reserved

B.3.5.24 Ordering – Provisioned (CLIN X003)

(a) Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish services or other requirements under the item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Proposal - Requirements being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a proposal for the requirements the Government contemplates ordering hereunder. Such proposal may be supported by other than cost or pricing data, as directed by the Contracting Officer, unless such requirement has been waived, as applicable.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for ancillary logistics support services or other requirements may be issued during the period covered by this contract including the period of exercised options. Contract modifications issued in accordance with this clause shall not exceed the period of performance identified in Section A.3, Period of Performance, of Part A.

(d) Ordering. Only the Contracting Officer may issue orders, providing specific authorization or direction to perform work within the scope of the contract. The CO will issue contract modifications for services or other requirements to be furnished by the Contractor in accordance with requirements specified in CO's Request for Quote (RFQ) or Request for Proposal (RFP). Each contract modification issued in accordance with paragraph (e) below shall--

(i) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);

(ii) be numbered as a modification to this contract;

(iii) identify the Item number set forth in Section 1 of Part A under which the services or other requirements are being procured;

(iv) set forth in full detail the services or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit);

(v) set forth packing and marking requirements for required supplies;

(vi) set forth the delivery or performance dates;

(vii) set forth the applicable accounting and appropriation data (to be provided to the CO by the cognizant provisioning or requiring activity);

(viii) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (1) the Contractor, (2) the contract administration office, (3) the cognizant provisioning or requiring activity, (4) the paying office, and (5) the accounting office.

(e) **Issuance of Supplemental Agreements Covering Priced Orders.** The CO will issue a supplemental agreement to this contract in the form of a priced order when services or other requirements are to be furnished by the Contractor. Such supplemental agreement shall set forth the price for the supplies or other requirements being procured and be otherwise definitive at the time of issuance and shall be signed by the Contractor and the CO.

(f) **Modifications to Priced Orders or Unilateral Orders.** Additions to priced orders shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies or other requirements ordered by the Government shall be processed in accordance with the termination procedures of this contract. The applicable contract line item numbers or exhibit line item numbers cited in priced orders shall be cited in appropriate modifications to such orders.

B.3.5.25 Publicity and Dissemination of Contract Information

Publicity releases or commercial advertising in connection with or referring to this contract or effort shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

A minimum of five full business days' notice is required for requests made in accordance with this provision.

(End of Part B, Section 3)

PART C – PERFORMANCE WORK STATEMENT (PWS)

C.1 Scope

This Performance Work Statement (PWS) defines the requirements for the establishment, implementation, and maintenance of an Integrated Logistics Support (ILS) program to sustain Government Transportation Security Equipment (TSE) owned and operated by the Transportation Security Administration (TSA). The TSE covered by this Contract are deployed at Category X through IV airports and other Government-designated facilities throughout the United States and its territories. This Section includes program management, Quality Assurance (QA), Contractor Logistics Support (CLS) services, TSA Service Response Center (TSRC) services, and the associated Information Technology (IT) infrastructure to support all the required services.

C.1.1 Background

TSA was established as a result of Public Law 107-71, Aviation and Transportation Security Act. TSA is charged with countering threats to security with technologies and procedures that will prevent, deter, or render ineffective any attempt to sabotage domestic public transportation. TSA uses TSE technologies to assist with these responsibilities and must maintain the operational availability of these systems to ensure complete security. The Office of Security Capabilities (OSC) is the TSA office responsible for procurement, deployment, integration, and life-cycle management of the TSE.

TSE are typically procured with a two year warranty period, during which the Original Equipment Manufacturer (OEM) is responsible for all required logistics support and maintenance activities. Following the expiration of the warranty period, TSA must acquire full logistics and sustainment support to ensure operational availability of the TSE. This support involves TSE at over 448 locations as described in Attachment 1.

C.1.2 Objective

The objective of this procurement is to obtain a performance based Contractor Logistics Support (CLS) contract with a Maintenance Service Provider (MSP or Contractor), relying on the Contractor's experience and expertise to determine the best maintenance and support structure that meets or exceeds the performance requirement specified in Paragraphs C.7 through C.8.13 of this PWS. The Contractor shall be responsible for all elements of TSE sustainment and logistics support, which includes, but is not limited to: corrective and preventive maintenance; maintenance planning; supply support; tools, test equipment and calibration; parts and parts obsolescence; subcontract agreements; and the TSRC.

C.2 Applicable Documents

The documents listed in C.2.1, Government Documents, are provided for reference in performance of the technical requirements herein. While every effort has been made to ensure the completeness of this list, contractors are cautioned that they must meet all requirements of this PWS, whether an invoked reference is listed here or not. The following specifications, standards, handbooks, documents, and drawings of the exact revisions listed below form a part of

the technical requirements to the extent noted herein. Where a revision is not specified, the applicable editions of these documents are those in effect at the time of the contract award.

C.2.1 Government Documents

The following Government documents will provide further guidance for the implementation of the required services.

Title 10 Code of Federal Regulations (CFR), Chapter 1, Part 39 NRC Regulations, http://www.nrc.gov/reading-rm/doc-collections/cfr/part039/	<i>License and Radiation Safety Requirements For Well Logging</i>
Title 21 CFR, Part 1020 http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cf/cfr/cfrsearch.cfm	<i>Performance Standards for Ionizing Radiation Emitting Products</i>
Title 40 CFR, Parts 260, 261 and 263 http://www.epa.gov/waste/laws-regs/regs-haz.htm	<i>Hazardous Waste Regulations</i>
Title 49 CFR, Part 15 and 1520 http://ecfr.gpoaccess.gov/	<i>Protection of Sensitive Security Information (SSI)</i>
Department of Homeland Security (DHS) Management Directive (MD) 11000-6 Form (08-04)	<i>Sensitive but Unclassified Information Non-Disclosure Agreement (NDA)</i>
DHS MD 11042.1	<i>Safeguarding Sensitive But Unclassified (For Official Use Only) Information</i>
DHS MD 11044	<i>Protection of Classified National Security Information Classification Management</i>
DHS MD 11050.2	<i>Personnel Security and Suitability Program</i>
DHS MD 11056	<i>Sensitive Security Information (SSI) Policy & Procedures Guide</i>
DHS MD 4300A v9.1	<i>DHS Sensitive System Policy Directive</i>
DHS 4300A v9.1	<i>Sensitive Systems Handbook</i>
DHS 4300B Policy Directive	<i>DHS National Security System Policy Directive</i>
DHS 4300B	<i>National Security System Handbook</i>
DHS Performance Plan	<i>DHS Performance Plan (2013)</i>
Department of Defense (DoD) Military (MIL) Standard (STD) MIL-STD-973	<i>Military Standard: Configuration Management, Interim Notice 3, 13 January 1995</i>
IAD SOP 1402	<i>TSA Information Assurance and Cyber Security Division (IAD) SOP 1402</i>
DoD DD Form 1149	<i>Requisition and Invoice/Shipping Document</i>
e-QIP Systems	<i>U.S. Office of Personnel Management</i>
Federal Acquisition Regulation (FAR)	<i>Federal Acquisition Regulation</i>

National Institute of Standards and Technology (NIST) Special Publication 800-37	<i>Guidelines for Security Certification and Accreditation of Federal Information Systems</i>
NIST Special Publication 800-53_rev3	<i>Recommended Security Controls for Federal Information Systems and Organizations</i>
NIST Special Publication 800-88	<i>Guidelines for Media Sanitization</i>
SSIDG Version 2.0, Aug 2008	<i>Security Sensitive Information Identification Guide (SSIDG)</i>
TSA, Configuration Management Plan, Ver C 1.0, Oct. 22, 2008	<i>Configuration Management Requirements Plan</i>
TSA Management Directive (MD) 1400.3	<i>TSA Information Security Policy</i>
TSA MD 1400.3	<i>Information Technology Security</i>
TSA MD 3700.4	<i>Handling Security Personally Identifiable Information</i>
TSA SSIIDG Version 2.0	<i>Sensitive Security Information (SSI) Reviewers Guide</i>

C.2.2 Other Applicable Documents

Reference	Title
American National Standards Institute ANSI/HPS N43.17-2009	<i>Radiation Safety For Personnel Security Screening Systems Using X-ray</i>
ANSI/ISO/ASQ Q9001:2008	<i>American National Standard Quality Management Systems Requirements.</i>
DHS MD 4300A Sensitive Systems Handbook	<i>TSA MD 1400.3 TSA Information Security Policy</i>
DHS IT Security Architecture Guidance Volumes 1, 2 and 3	<i>TSA MD 1400.3 TSA Information Security Policy</i>
DHS/TSA System Development Lifecycle (SDLC)	<i>TSA MD 1400.3 TSA Information Security Policy</i>

C.2.3 Document Requests

Requests for copies of Government and Non-Government documents not covered in this PWS should be addressed to the Contracting Officer (CO). Requests should fully identify the material desired and the associated contract number.

Military Standards, Handbooks, and Specifications can be ordered from the Department of Defense Single Stock Point (DODSSP), Building 4/Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5098. Information is also available at <http://dodssp.daps.dla.mil/>.

Copies of ANSI/ASQ Q9000 series standards can be obtained from the following source: American Society for Quality Control, 600 North Plankinton Avenue, Milwaukee, Wisconsin

53203. Phones: (414) 272-8575. The Fax is: (414) 272-1734. Information is available at their website, <http://asq.org/>.

C.2.4 Order of Precedence

In the event of conflict between the text in this PWS and the references cited, the text of this PWS takes precedence. Unless there is a specific written exemption, nothing in this PWS supersedes applicable laws and regulations.

C.3 Document Submission and Compliance

Data items referenced by their Contract Data Requirements List (CDRL) titles shall be performed in accordance with the CDRL of the same name (Reference Attachment 2). All data deliverables are to be prepared or updated and delivered in accordance with the corresponding CDRL items specified in this PWS.

In general, the Contractor shall perform in accordance with the documents and other deliverables developed in response to the technical requirements stated in this PWS as approved by the Government. The Contractor shall update as required and submit for approval prior to implementation of any changes. All reference to the "Government" in this PWS will mean by authority of the Contracting Officer.

The Contractor, using Security Sensitive Information Identification Guide (SSIDG) as guidance, shall make recommendations to TSA regarding any data or information the contractor generates, including deliverables and other submission requirements, which should be considered Security Sensitive Information (SSI). Upon approval by the Government, the Contractor shall label any documents containing SSI as defined in 49 CFR Parts 15 and 1520 as follows:

Warning: This record contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need-to-know", as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 (U.S. Code) U.S.C. 552 and 49 CFR Parts 15 and 1520.

Electronic version of the deliverables containing SSI shall be submitted on a secure, password-protected Web site.

The Contractor shall use the following software programs or similar state-of-the-market software that is compatible with TSA software. The following software reflects the minimum standard of compatibility with TSA:

Word Processing	Microsoft Word (Version must be compatible with MS Office Suite 2010)
Spreadsheet/Graphs	Microsoft Excel (Version must be compatible with MS Office Suite 2010)
Presentations	Microsoft PowerPoint (Version must be compatible with MS Office Suite 2010)
Databases	Microsoft Access (Version must be compatible with MS Office Suite 2010)
Scheduling	Microsoft Project (Version must be compatible with MS Office Suite 2010)

C.4 Government Furnished Information

All Government Furnished Information (GFI) is listed in Attachments 1- 7 of Part D. TSE manuals (operator, maintenance, etc.) are not considered GFI and must be obtained from the Original Equipment Manufacturers (OEM) as appropriate.

C.5 Contractor Furnished Items

The Contractor shall:

- Provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract;
- Be responsible for removing and replacing retrograde material, including hazardous material (e.g. lead curtains, solvents, or chemicals used in the performance of maintenance), at no cost to the Government;
- Not bring materials containing asbestos and polychlorinated biphenyls (PCB) to TSA sites; and
- Use energy efficient tools and equipment when available.

C.6 Standards and Code Requirements

The Contractor shall ensure that all work performed is in compliance with all applicable local, state, and federal standards, codes, and regulations; including obtaining any required licenses, permits, approvals, and/or authorizations.

C.7 Sustainment Support Program (CLIN X002A)

Under the requirements of this contract the Contractor provides the full range of program management, quality assurance, and security to meet the requirements of the contract. The Contractor manages the total work effort associated with the services required to meet the performance objectives and standards. Such management includes, but is not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, quality assurance, and security. The Contractor must establish and maintain an organization to manage this Integrated Logistics Support (ILS) contract and associated subcontracts to efficiently and effectively execute the requirements of this PWS. The Contractor must provide a staff with the necessary management expertise to ensure performance objectives and standards are met.

The Government requires a Program Manager (PM) who:

- Is a “Key Personnel” in accordance with Section 2 of Part B;
- Possesses relevant experience at a comparable level of responsibility in projects of similar size, scope, and complexity;
- Has full authority to act for the Contractor on all contract matters relating to this contract;
- Is dedicated to this contract;
- Is responsible for accomplishment of all tasks required by this PWS;
- Serves as technical and programmatic liaison to the Government with the authority to commit the Contractor’s resources as necessary to ensure efficient and timely program execution;
- Organizes, plans, schedules, implements, controls, analyzes, and reports on all elements of the contract; and
- Presents and discusses the status of contract activities, requirements, and problems during program reviews and in response to requests from the Government.

The PM, unless otherwise unavoidable, should not be changed from the designated assignment until at least 12 months from date of award. Unavoidable situations include sudden illness, death or termination of employment.

C.7.1 Program Management Plan

The Contractor shall prepare and deliver an all-inclusive Program Management Plan (PMP) in accordance with the following referenced CDRL and updated and delivered as required:

CDRL A001, Program Management Plan

C.7.2 Program Control

The Contractor shall implement program control procedures that demonstrate a clear line of project authority among organizational elements. This information shall be prepared and delivered each month through each Program Management Review (PMR) and a Program Status Report (PSR) in accordance with the following CDRL:

CDRL A002, Program Status Report

C.7.3 Risk Management/Assessment

The Contractor shall perform risk management throughout the performance of this Contract including:

- Developing and maintaining a list of program risks.
- Classifying program risks as low, moderate, or high, and notifying the Government of High Risk items within 24 hours of identification.
- Preparing mitigation plans for risks considered low, moderate, or high.

- Planning and coordinating a recurring meeting with the Government to discuss risks and mitigation status.

The contractor shall include its risk management plan in CDRL A001, Program Management Plan.

C.7.4 Requirements Traceability

The Contractor shall prepare and deliver a Requirements Traceability Report in accordance with the following CDRL to document and map the status of all contract requirements and resulting deliverable requirements to the underlying processes for implementation

CDRL A003, Requirements Traceability Report

C.7.5 Transportation Security Equipment Database

The Contractor shall establish and maintain a web-based TSE Database and deliver an extract of the TSE Database each month in accordance with the following CDRL. The Contractor shall provide designated Government personnel read only access to the web-based TSE Database.

CDRL A004, Transportation Security Equipment Database

C.7.6 Program Document Library

The Contractor shall maintain a web-based Program Document Library (PDL) that is accessible to authorized Government personnel. The library consists of a physical repository of all program documents/data generated by the Contractor that were contract CDRL deliverables to the Government in performance of the contract, other major deliverables requested by the Government in performance of the contract, and documents provided to the Contractor by the Government during the performance of the contract. It also consists of a list of all Contractor internal documents, referred to as a Data Accession List (DAL), required by the Contractor for implementation of this contract. A PDL Index (PDLI) shall be maintained and delivered in accordance with the following CDRL:

CDRL A005, Program Document Library Index

C.7.7 Reserved

C.7.8 Subcontractor Management

The Contractor shall provide the Government copies of each subcontract or partnering agreement and inform the Government on the status of these agreements during Project Management Reviews in accordance with the following CDRL:

CDRL A006, Subcontractor Management Report

C.7.9 Meeting and Reviews

The Contractor shall conduct meetings and reviews in accordance with the requirements of this PWS and the following CDRLs. Meetings and reviews are not considered final until the Government has approved the minutes.

CDRL A007A, Meeting Agenda and Presentation Materials
CDRL A007B, Meeting Minutes

C.7.9.1 Program Management Reviews

The Government requires monthly Program Management Reviews (PMR) which are typically conducted monthly at the Contractor site, TSA, or alternate site(s) specified by the Government. The Contractor shall submit the proposed agenda and PMR slides five (5) working days prior to the scheduled PMR in accordance with CDRL A007A, to include the following topics, as necessary:

- A review of all pertinent technical, schedule and cost aspects of the contract.
- Current performance measurement information.
- Current and anticipated technical and implementation problems.
- Risks and mitigation actions taken as addressed in Paragraph C.7.3.
- Review of each subcontractor's technical progress on all assigned tasks.
- Substantiation of assumptions made and methodologies used in arriving at recommendations or conclusions.

The Government reserves the right to change the location of the PMR, to increase or decrease the frequency of the PMRs, and/or to require that a PMR be held via teleconference instead of an in-person meeting. The Government will provide the Contractor with sufficient notice of any such changes to the PMR. The Government further reserves the right to add, delete or modify the PMR agenda items at its discretion.

C.7.9.2 Technical Interchange Meetings

When requested by the Government, the Contractor shall conduct and administratively support Technical Interchange Meetings (TIM) at the Contractor's facility or government-designated locations. TIMs may be held by teleconference at the discretion of the Government. During the TIM, the Contractor and the Government will discuss specific technical activities associated with ILS that require attention prior to the next scheduled PMR to ensure continuing Government visibility into the technical progress of the contract.

C.7.10 Continuity of Operations Plans

The Contractor shall establish, implement and maintain a Continuity of Operation Plan (COOP) for every contractor facility operated and Field Service Technician (FST) location supported under this contract, and develop and deliver a COOP, consistent with DHS 4300A Sensitive System Handbook and Section B.3.5.21, Contingency and/or Continuity of Operations in support of Transportation Security Administration Operations, in accordance with the following CDRL:

CDRL A008, Continuity of Operations Plan (COOP)

C.7.11 Integrated Support Plan

The Contractor shall establish and implement an Integrated Logistics Support (ILS) and Contractor Logistics Support (CLS) organization and program that will be employed to accomplish the contract ILS and CLS requirements, and develop and deliver an Integrated Support Plan (ISP) in accordance with the following CDRL.

CDRL A009, Integrated Support Plan (ISP)

C.7.12 Quality Management Plan

The Contractor shall:

- Establish, implement, and maintain a quality management system in accordance with ANSI/ISO/ASQ Q9001:2008;
- Flow down appropriate contract requirements to its sub-suppliers and subcontractors and ensure they have a documented quality management system that controls the quality of the services and supplies they provide under the contract; and
- Document its quality management system in a Quality Management Plan (QMP) in accordance with the following CDRL:

CDRL A010, Quality Management Plan

C.7.13 Security Policy

The Contractor shall ensure that its employees follow all policies and procedures governing physical, environmental, and information security described in the various TSA regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and Government Furnished Equipment (GFE) issued to them under the provisions of the contract.

The Contractor solution shall follow all current versions of TSA and DHS security policies, procedures, guidelines, and standards to include, but not limited to, those listed in C.2.1. All services, hardware and/or software provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy Directive, DHS 4300A Sensitive Systems Handbook, TSA MD 1400.3 Information Technology Security Policy, TSA IT Security Policy Handbook and Technical Standards.

Authorized use of TSA IT systems and resources shall be in accordance with the TSA Information Security Policy Handbook.

C.7.13.1 Data Security

The Contractor shall be responsible for the security of: i) all data that is generated by the contractor on behalf of the TSA, ii) TSA data transmitted by the contractor, and iii) TSA data otherwise stored or processed by the contractor, regardless of who owns or controls the underlying systems while that data is under the contractor's control. All TSA data, including but not limited to Personally Identifiable Information (PII), sensitive security information (SSI), sensitive but unclassified (SBU), and critical infrastructure information (CII), shall be protected according to DHS and TSA security policies and mandates.

At the expiration of the contract, the Contractor shall return all TSA information and IT resources provided to the contractor during the contract, and provide a certification that all assets containing or used to process TSA information have been sanitized or destroyed in accordance with TSA Management Directive (MD) 1400.3 Information Technology Security Policy, related TSA IT Security Policy Handbook and Technical Standards. The Contractor will certify in writing that sanitization or destruction has been performed. Sanitation and destruction methods are outlined in the NIST Special Publication 800-88 Guidelines for Media Sanitization. The Contractor shall email signed proof of sanitization to the Contracting Officer's Representative (COR). In addition, the Contractor shall provide a master asset inventory list that reflects all assets, government furnished equipment (GFE) or non-GFE that were used to process TSA information.

C.7.13.1.1 Data Stored/Processed at Contractor Site

Unless otherwise directed by TSA, any storage of data must be contained within the resources allocated by the Contractor to support TSA and may not be on systems that are shared with other commercial or government clients.

C.7.13.1.2 Interconnection Security Agreement (ISA)

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding/agreement, service level agreements or interconnection service agreements.

ISAs shall be reissued every three (3) years or whenever any significant changes have been made to any of the interconnected systems.

ISAs shall be reviewed and updated as needed as a part of the annual Federal Information Security Management Act (FISMA) self-assessment.

C.7.13.1.3 SBU Data Privacy and Protection

The Contractor must satisfy requirements to work with and safeguard Sensitive Security Information (SSI), and PII. All support personnel must understand and rigorously follow DHS and TSA requirements, policies, and procedures for safeguarding SSI and PII. Contractor

personnel will be required to complete online training for SSI and Informational Security, which take one hour each, as well as TSA online Privacy training.

The Contractor shall be responsible for the security of i) all data that is generated by the contractor on behalf of the TSA, ii) TSA data transmitted by the Contractor, and iii) TSA data otherwise stored or processed by the Contractor regardless of who owns or controls the underlying systems while that data is under the Contractor's control.

TSA will identify IT systems transmitting unclassified/SSI information that will require protection based on a risk assessment. If encryption is required, the following methods are acceptable for encrypting sensitive information:

1. FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2. (current version)
2. National Security Agency (NSA) Type 2 or Type 1 encryption. (current version)
3. Public Key Infrastructure (PKI) (see paragraph 5.5.2 of the Department of Homeland Security (DHS) 4300A Sensitive Systems Handbook). (current version)

The Contractor shall maintain data control according to the TSA security level of the data. Data separation shall include the use of discretionary access control methods, VPN encryption methods, data aggregation controls, data tagging, media marking, backup actions, and data disaster planning and recovery. Contractors handling PII must comply with TSA MD 3700.4, *Handling Sensitive Personally Identifiable Information* (current version).

Users of TSA IT assets shall adhere to all system security requirements to ensure the confidentiality, integrity, availability, and non-repudiation of information under their control. All users accessing TSA IT assets are expected to actively apply the practices specified in the TSA Information Technology Security Policy (ITSP) Handbook and applicable IT Security Technical Standards.

The Contractor shall comply with Sensitive Personally Identifiable Information (Sensitive PII) disposition requirements stated in the TSA IT Security Policy Handbook, applicable Technical Standards and TSA MD 3700.4, *Handling Sensitive Personally Identifiable Information*.

The Contractor shall ensure that source code is protected from unauthorized access or dissemination.

At the expiration of the contract, the Contractor shall return all TSA information and IT resources provided to the contractor during the contract, and provide a certification that all assets containing or used to process TSA information have been sanitized in accordance with the TSA MD 1400.3, TSA IT Security Policy Handbook and Technical Standards. The Contractor shall certify in writing that sanitization or destruction has been performed. Sanitation and destruction methods are outlined in the NIST Special Publication 800-88 Guidelines for Media Sanitization.

The Contractor shall email signed proof of sanitization to the COR. In addition, the Contractor shall provide a master asset inventory list that reflects all assets, Government Furnished Equipment (GFE) or non-GFE that were used to process TSA information.

C.7.13.1.4 Interconnectivity and Remote Access Requirements

Unless otherwise directed by TSA, any storage of data must be contained within the resources allocated by the Contractor to support TSA and may not be on systems that are shared with other commercial or government clients.

The Contractor remote access connection to TSA networks shall be considered a privileged arrangement for both Contractor and the Government to conduct sanctioned TSA business. Therefore, remote access rights must be expressly granted, in writing, by the COR.

The Contractor remote access connection to TSA networks may be terminated for unauthorized use, at the sole discretion of TSA.

C.7.13.2 Certification and Accreditation

The Security Authorization Process in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37 (current version) and the DHS Performance Plan, for unclassified systems, or the Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP) for classified systems, is a requirement for TSA information systems, including general support systems (e.g., standard TSA desktop, general network infrastructure, electronic mail, etc.), major applications and development systems (if connected to the operational network or processing, storing, or transmitting government data). All NIST and DIACAP guidance are publicly available; TSA and DHS security policy is disclosed upon contract award. A written authority to operate (ATO), granted by the TSA Authorizing Official (AO), is required prior to processing operational data or connecting to any TSA network. The Contractor shall provide all necessary system information for the security authorization effort.

The Security Authorization Package (SAP) contains documentation required for security authorization. The package will contain the following security documentation: 1) Security Assessment Report (SAR) 2) System Security Plan (SSP) or System Security Authorization Agreement (SSAA), 3) Contingency Plan, 4) Contingency Plan Test Results, 5) Federal Information Processing Standards (FIPS) 199 Categorization, 6) Privacy Threshold Analysis (PTA), 7) E-Authentication, 8) Security Test and Evaluation (ST&E) Plan, 9) Authorization to Operate (ATO) Letter, 10) Plan of Action and Milestones (POA&M), and 11) Annual Assessments. The Security Authorization package shall document the specific procedures, training, and accountability measures in place for systems that process personally identifiable information (PII) and sensitive security information (SSI). All security compliance documents will be reviewed and approved by the Chief Information Security Officer (CISO) and the Information Assurance and Cyber Security Division (IAD), and accepted by the Contracting Officer upon creation and after any subsequent changes, before they go into effect.

TSA will assign a security category to each IT system compliant with the requirements of Federal Information Processing Standards (FIPS) 199 and assign security controls to those systems consistent with FIPS 200.

Unless the AO specifically states otherwise for an individual system, the duration of any Accreditation will be dependent on the FIPS 199 rating and overall residual risk of the system; the length can span up to 36 months.

The Contractor shall comply with requests to be audited and provide responses within three business days to requests for data, information, and analysis from the TSA Information Assurance and Cyber Security Division (IAD) and management, as directed by the Contracting Officer.

CDRL A011, Security Authorization Package

C.7.13.3 Access Security

The Contractor shall coordinate with the local TSA to acquire identification badges for access to controlled locations where TSE is deployed, and adhere to personnel security policies in accordance with Section B.3.5.11, Security Requirements for Contractor Employees Performing at Airport Locations, of Part B.

C.7.13.4 Non-Disclosure Agreements

All TSA Contractors and subcontractors must execute a DHS Form 11000-6, Sensitive but Unclassified Information Non-Disclosure Agreement (NDA), upon initial assignment to TSA and before being provided access to TSA “sensitive and/or mission critical information.” The original NDA will be provided to TSA for retention for the duration of the contract.

C.8 Sustainment Services Technical Requirements (CLIN X001)

The Contractor shall provide CLS services to meet the requirements of this contract including labor for preventive and corrective maintenance and associated logistics support resources including repair parts, training, and tools and test equipment.

The Government requires the Contractor to provide the required sustainment services set forth in Section for all deployed and operated TSE not under the manufacturer’s warranty located at the federal airports identified in Attachment 1 (Note: While every effort has been made to ensure the completeness of Attachment 1, it is the Contractor’s responsibility to provide the required services set forth herein at all active federal airport locations. Updates to this list will be provided by the Contracting Officer’s Representative (COR) identified in Section B.3.4.2 as changes are made to Attachment 1). Unless otherwise directed, all TSE in the TSA warehouse is excluded from sustainment support requirements, except for required radiation tests in accordance with Paragraph C.8.1.2. Maintenance and support for TSE under warranty with the OEM will be provided under separate contracts with the Government and are also excluded from sustainment support requirements. The Contractor may supplement an OEM’s repair capability

at no cost or detriment to Government services under this contract during the warranty period through outside arrangements with the OEMs.

C.8.1 Preventive Maintenance (PM)

TSA considers two discrete levels of PM for this contract:

Level I PM – This is primarily performed every shift (1-3 times a day), daily, and weekly. Level I PM is performed without the need to open the machine. These activities are currently performed by TSA personnel and are not a part of this contract. See Paragraph C.8.4.2 for Level I PM consumables requirements.

Level II PM - These activities are primarily performed monthly, quarterly, or annually by trained maintenance technicians. These activities are included under this contract.

In providing Level II PM, the Government requires:

- Perform PM in accordance with OEM recommended schedules
- Coordinate all Level II PM scheduling with local TSA staff
- Schedule PM actions:
 - During non-operational hours or non-peak operational hours with approval of local TSA officials
 - To occur within ten (10) calendar days before or after the regularly scheduled PM event during the same month. If unable to reschedule, the Contractor will request relief from the COR
- Provide any required consumables (cleaning supplies, filters, etc.)
- Notify the COR if the OEM-provided schedule for preventive maintenance will not support other contract requirements
- Recommend adjustments to PM schedules, with supporting rationale, that have the potential to improve TSE reliability or reduce Contractor and/or Government costs without degrading TSE reliability
- Perform required radiation tests in accordance with applicable regulations on all applicable fielded TSE

C.8.1.1 Cabinet X-ray and Direct X-ray Exposure Systems

Cabinet x-ray systems are systems with an x-ray tube that emits ionizing radiation installed in an enclosure (cabinet) which is intended to contain at least that portion of a material being irradiated, provide radiation attenuation, and exclude personnel from its interior during generation of x-ray radiation. Direct X-ray exposure systems mean an x-ray system in which people are intentionally exposed to very low doses of ionizing radiation. The cabinet x-ray systems are currently governed by Code of Federal Regulations (CFR) Title 21, Volume 8, Section 1020.40 (21 CFR Part 1020.40) and direct x-ray exposure systems are governed by American National Standards Institute ANSI/HPS N43.17-2009.

The Government requires the Contractor to:

- Perform and record radiation surveys on each applicable unit at least once every twelve (12) months, after any maintenance that affects the radiation shielding or x-ray

- production components, after system relocation, and after any incident that may have damaged the system such that unintended radiation emission could occur;
- Document the radiation surveys using the radiation survey form provided as Government Furnished Information (GFI) upon award;
 - Investigate and record all unusually high emission readings identified on the surveys and correct any conditions on the systems that caused the elevated readings;
 - Perform a follow up radiation survey to verify the effectiveness of a corrective action if repairs were made to address elevated readings;
 - Designate a Contractor Radiation Survey Officer or qualified individual to review each radiation survey, perform a quality check, and sign the form confirming it has been completed correctly. Electronic signature is permissible;
 - Following signature by the RSO, deliver the radiation surveys each month to the COR or designated representative by the 15th of each month for all surveys conducted during the past month;
 - Measure radiation readings before and after any service call that is related to suspected and unplanned radiation exposure. Before and after radiation surveys must be recorded and reported to the COR and local TSA (contact information provided upon award) following correction of the problem associated with the radiation exposure event once internal review is completed by the Contractor;
 - Notify the COR and local TSA immediately if there is an emission level confirmed on any unit above the 21 CFR 1020.40 or ANSI 43.17.2009 emission limits. Local TSA will ensure the equipment is removed from service immediately (i.e., not used for security screening) until the device is repaired and verified by the Contractor to be within the 21 CFR 1020.40 or ANSI 43.17.2009 emission level limits;
 - Adhere to the electronic product radiation control provisions of 21 CFR 1002.20 and/or 21 CFR 1003.10, and ANSI 43.17.2009, if applicable, if a radiation survey reading is confirmed to have exceeded the emission limit. The Contractor must document the incident in the TSE Database and provide the COR with, at minimum, the unit serial number, unit location, explanation of why the radiation reading is high, action to resolve the issue, and a completed radiation survey when the issue is resolved;
 - Securely attach a radiation survey sticker to the system upon completion of each survey. The label will include the following: performed by, date of survey, next radiation survey due, System Meets FDA Requirements of 21 CFR 1020.40 or ANSI 43.17.2009, as applicable;
 - Store all completed radiation surveys on a Contractor Web-based database that is available to TSA; and
 - Return a copy of the radiation survey to the airport of origin for their records after the survey has been reviewed by the Contractor's radiation safety officer.

The contractor shall prepare and deliver the radiation survey in accordance with the following CDRL:

CDRL A012, Radiation Survey Submittal

C.8.1.2 Sealed Radiation Source Systems

Sealed radiation source systems are systems with the radiation source encased in a capsule to prevent leakage or escape of the radiation material and a source holder (housing or assembly) in which the sealed source is placed to facilitate the handling and use of the source. The sealed radiation source systems are governed by NRC Regulations, Title 10 CFR, Chapter 1, Part 39.

The Government requires the Contractor to:

- Perform and record Radioactive Leak Test (RLT) on each required unit in accordance with Part 39.35 unless the OEM has received an NRC RLT exemption from the NRC for the specific serial numbers. This exemption notification should be identified on a label on each unit;
- Conduct the RLTs on all applicable units in the field and at the TSA Logistics Center (TLC);
- Ensure the wipe of a sealed source is performed using a leak test kit or method approved by the NRC or an Agreement State. The wipe sample must be taken from the nearest accessible point to the sealed source where contamination might accumulate. The wipe sample must be analyzed for radioactive contamination. The analysis must be capable of detecting the presence of the regulatory limits of radioactive material on the test sample and must be performed by a person approved by the NRC or an Agreement State to perform the analysis;
- Notify the COR and local TSA if a test reveals the presence of removable radioactive material that exceeds the regulatory limits so the sealed source may be removed from service immediately and have it decontaminated, repaired, or disposed of by an NRC or Agreement State licensee that is authorized to perform these functions. The Contractor must submit a report to the appropriate NRC Regional Office listed in Appendix D, Part 20, Chapter 1 of Title 10 CFR, and COR within five (5) calendar days of receiving the test results. The report must describe the equipment involved in the leak, the test results, any contamination which resulted from the leaking source, and the corrective actions taken up to the time the report is made;
- Keep a record of leak test results and retain the record for inspection by the NRC for 3 years after the leak test is performed. Each sealed source system must be tested at intervals in accordance with the governing regulation. In the absence of a certificate from a transferor that a test has been made within the six (6) months before the transfer, the sealed source may not be used until tested;
- Provide the CO access to the test reports upon request;
- Conduct a semi-annual physical inventory to account for all sealed source TSE in accordance with Title 10 CFR, Chapter 1, Part 39.37; and
- Retain records of the inventory as part of the TSE Database for three (3) years from the date of the inventory for inspection by NRC. The inventory must indicate the quantity and kind of TSE, the location of the licensed material, the date of the inventory, and the name of the individual conducting the inventory. Physical inventory records may be combined with leak test records.

C.8.2 Corrective Maintenance (CM)

Corrective maintenance consists of unscheduled maintenance activities performed to repair or otherwise restore failed TSE to operational condition. These actions usually expend consumable and repair parts. TSA considers three discrete levels of corrective maintenance:

Level I CM – This is corrective maintenance that is performed as needed to effect minor repairs to the TSE that do not require trained FSTs (e.g., bag jams, PC reboots, etc.). These activities are normally performed by TSA personnel or their designees

Level II CM – This is unscheduled corrective maintenance activities performed as needed to effect repairs that always require trained FSTs. These activities are performed on site with the TSE in Level II CM status in accordance with Attachment J-3. The Contractor should apply high priority to returning all TSE experiencing critical failures (non-operational) to operational status, whether the failure is relevant or non-relevant, to ensure the expeditious return of TSE not able to perform its assigned mission.

Level III Depot Maintenance (DM) – This consists of unscheduled corrective maintenance activities performed by trained technicians to repair a failed TSE by shipping the End Item (EI) to a depot facility for repair. This can include repairs within the normal maintenance strategy or damages to TSE that exceed normal corrective maintenance that can be performed on site.

C.8.2.1 Level II Corrective Maintenance

The Government requires the Contractor to:

- Perform CM actions for all covered fielded TSE to meet the CLS performance requirements identified in Paragraph C.8.9 of this PWS. CM shall include any repair requirements necessary to bring inoperable TSE back to operational status. This includes, but is not limited to, repair after liquid spills on TSE, broken parts due to operator misuse, unintentional damage during passenger screening, and other similar damages as a result of operator error. Other actions, such as replacement of all batteries requiring periodic or on-demand replacement shall be considered CM;
- Record all CM activities in the TSE Database in accordance with Paragraph C.7.5 and Attachment 3, and assign a Failure Mode Indicator (FMI) in the TSE Database in accordance with Paragraph C.8.5;
- Coordinate all Level II CM with local TSA staff/ airport Coordination Center;
- Notify the assigned Field Service Technicians (FST) within 15 minutes of receipt of a maintenance service request (Low-Level metric M₁ as defined in Attachment 3) to the TSA Service Response Center (see C.8.11);
- Notify the airport's Coordination Center or other point of contact, if identified, by e-mail, that the repairs are complete and that the TSE has been returned to service; and
- Coordinate with the OEMs to ensure parts obsolescence during the contract period of performance does not affect the Contractor's ability to meet CLS service level requirements. See Paragraph C.8.4.1 concerning parts obsolescence reporting.

C.8.2.2 Level III Depot Maintenance (DM)

Level III DM is maintenance by the Contractor for a technology that requires off-site corrective maintenance within scope of the unit price in accordance with Paragraph C.8.9.4 of this PWS.

The Government requires the Contractor to:

- Track all TSE undergoing depot maintenance by make, model, serial number, government property bar code, date sent to depot maintenance, date returned from depot maintenance, and depot repair location (e.g. OEM);
- Submit a monthly report (spreadsheet) to the Government Property Administrators identified in Section B.3.4.3, Other TSA Points of Contacts, of Part B including the data above for all TSE in depot maintenance; and
- Document all depot maintenance in the TSE database (CDRL A004).

C.8.3 Catastrophic Response and Additional Support (CLIN X004)

On occasion, TSA must respond to, or take precautionary actions for, emergencies, such as acts of nature (e.g. earthquake, hurricane, or flood damage), criminal actions (e.g. terrorist attacks), facility mishaps (e.g. water pipe breakage damage or facility fires), major sporting or political events (e.g. Super Bowl or Presidential Inauguration), and other events that may require increased TSE sustainment services outside of the requirements set forth in C.8.2 of this PWS. When such support is required, the Contracting Officer (CO) will separately authorize the Contractor to provide services on an as needed basis in accordance with Section B.3.5.25 Ordering – Provisioned, of Part B. It is the Contractor's responsibility to track any TSE maintenance action and update the TSE Database to show current status of such actions.

The Contractor shall confirm with the local TSA that the need for correction still exists prior to execution of the work and upon completion of work validate the completion with the local TSA. The Contractor shall not perform any actions not authorized in writing by the CO, or start any actions that would not be covered by the authorized funding. Repairs performed under this requirement are excluded from RMA metrics calculations when determining SLA compliance for invoices or incentive fee eligibility (see Section B.3.4.6, Development of Invoices).

C.8.4 Supply Support

The Contractor shall be responsible for all parts and materials used for preventive and corrective maintenance actions performed in accordance with Paragraphs C.8.1 and C.8.2 of this PWS. The Contractor shall establish a robust supply chain management process that includes the appropriate levels of repair parts, distribution procedures, and shipping modes to support the Service Level Agreement (SLA) requirements of this PWS as defined in Paragraph C.8.9 of this PWS. For all preventive and corrective maintenance actions, the Contractor shall record parts data associated with each maintenance or repair in the TSE Database in accordance with Paragraph C.7.5 of this PWS.

Parts availability has been determined as the largest contributor to TSE downtime. TSA has established an incentive performance parameter as defined in Paragraph C.8.9.2 to address this issue.

C.8.4.1 Parts Obsolescence

The Contractor is responsible for coordinating with the Original Equipment Manufacturers (OEMs) and implementing solutions for all parts obsolescence issues. The Contractor shall submit a Parts Obsolescence Report in accordance with the following CDRL:

CDRL A013, Parts Obsolescence Report

C.8.4.2 Preventive Maintenance Consumables

The Contractor shall order Level I PM consumables for TSA from a TSA approved supplier. The Contractor shall establish a consumable ordering process for TSA to submit orders via email or web based ordering system. Consumable orders shall be processed in no more than five (5) calendar days upon receipt of the order and delivered to airports using standard commercial shipping. This quantity will normally not exceed a one month supply per machine at the airport. Depending on geographical location and environmental condition, a 3 month supply per machine may be provided. The Contractor shall evaluate each TSA order for reasonableness of quantity. If the Contractor determines that an order is unreasonable, the Contractor shall notify the COR for disposition. The Contractor shall evaluate and consider cost-effective alternatives to OEM-provided consumables where appropriate. The Contractor shall notify the COR prior to providing alternative consumables. The list of authorized consumables is provided in Attachment J-8 of this contract.

The Contractor shall prepare and deliver the Consumables Cost and Consumption Report in accordance with the following referenced CDRL:

CDRL A014, Consumables Cost and Consumption Report

C.8.5 Failure Mode Indicators

The Contractor shall create or develop robust Failure Mode Indicator (FMI) codes that can clearly identify the cause(s) of each failure and allow effective trend analysis of failure causes. The Contractor shall capture the FMI codes in the TSE Database. One or more FMIs will be assigned for each CM or DM maintenance action documented in the TSE Database. The FMI codes shall identify the failure cause, sub-system part(s) consumed in the repair, and detailed resolution or action code(s) that would restore the TSE to operational condition. The Contractor shall submit the proposed FMI codes to the Government for approval prior to implementation. The Contractor shall ensure only the approved FMI codes are used in maintenance reporting. The Contractor shall supply the TSA Service Response Center (TSRC) with a list of standardized problem codes, definitions, and priority ratings for trouble ticket generation and apply the codes in a consistent manner.

The Contractor shall develop and deliver the FMI codes in accordance with the following CDRL:

CDRL A015, Failure Mode Indicator Codes

C.8.6 Integrated Logistics Support Status Dashboard

The Contractor shall develop a web-based dashboard accessible by authorized TSA personnel that provides near-real-time status of TSE in the field. The dashboard must, at minimum, allow TSA users to view all priority one open work orders, with the ability to obtain detailed information about each open ticket, including the TSRC work order number, non-operational TSE (serial number), unit location, hours down, issues, repair status, and a description of the current problem, and estimated repair date. The intent of this dashboard is to allow TSA management to obtain a daily overview of the status of fielded equipment, with the ability to obtain additional details immediately.

C.8.7 Field Data Reporting System Data

The Contractor shall collect from each individual technology/model of TSE all raw Field Data Reporting System (FDRS) data in accordance with the CDRL below, if applicable. This data should be collected as part of the monthly Level II PM or in conjunction with a maintenance activity to minimize cost. All data collected and all data rights are the property of the Government.

CDRL A017, Field Data Reporting System Data

C.8.8 Disposal

C.8.8.1 Waste Disposal

The Contractor is responsible for the proper disposal of any and all equipment or components removed during preventive and corrective maintenance. With the exception of Government property with a TSA property barcode, all replaced parts that have been removed from Government screening equipment become property of the Contractor and the Contractor is responsible for removing said parts from the site. The Contractor shall provide all labor, materials, equipment, and coordination of logistics activities to load, transport, and off-load waste materials. The waste materials must be properly packaged, crated, and prepared for shipment. The Contractor should, when practicable, take full advantage of reuse, reutilize, and recycle options as the first method of disposition or disposal. The Contractor shall properly dispose of any and all hazardous waste resulting from a maintenance action (e.g. lead curtains, etc.) in accordance with and as defined by 40 CFR Parts 260, 261, and 263. The Government reserves the right to direct the Contractor to an alternate disposition of removed equipment and components.

C.8.8.2 Hard Drive Sanitization

TSA information technology assets, including computers, hard drives (including magnetic and solid-state), and media with persistent memory that contain SSI and are determined to be beyond repair capability at the unit location shall be shipped back to the Contractor's TSA authorized depot facility for repair or refurbishment. The item shall be shipped via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) and packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) in accordance with Attachment

1 of TSA MD 1400.3, TSA IT Security Handbook. The Contractor shall comply with all data disposition requirements stated in the TSA IT Security Policy Handbook, applicable Technical Standards and TSA MD 3700.4, Handling Sensitive Personally Identifiable Information.

Hard drives that are determined to be beyond repair capability or refurbishment (on-site or at the Contractors depot facility) shall be sanitized of SSI data by TSA at the TSA Logistics Center. The Contractor shall complete Sections I, II and III of the TSA Form 1412 TSA Media Sanitization Certificate dated April 2009 (Attachment 4) for each hard drive and shall email it to the OSC APO at CioPropertyManagement@dhs.gov. The Contractor shall ship the inoperable hard drives, with a copy of the completed and signed TSA Form 1412, via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) to the Transportation Logistics Center at the address below:

TLC1
4265 Trade Center Parkway
Grapevine, TX 76051

C.8.9 CLS Service Level Agreement (SLA) Performance Requirements

This section provides top level performance measures and supporting metrics for this contract. Disincentives and incentives may apply for failing to meet or exceeding the required SLA, as described in Section A.2.1.1 of Part A and B.3.4.6 of Part B the Time Points (T-Values) and low level metrics (M-Values) identified in the CDRL A004 TSE Database for each maintenance action documented in accordance with Attachment 3. These T-Values and M-Values will be calculated for the SLA performance metrics in accordance with Attachment 7.

C.8.9.1 Operational Availability (A_o)

The Government will measure overall Contractor performance using Operational Availability (A_o). A_o is the percentage of airport operating hours a TSA system is available to perform its required mission. The Contractor shall provide CLS services for fielded TSE to meet the following A_o requirement.

Operational Availability - A_o	
Requirement	Value
A_o for each technology at each airport, measured monthly	98%

C.8.9.2 Parts Availability Supporting Performance Metric

The Government seeks to minimize system downtime associated with parts availability. As defined and measured in accordance with Attachment 3, this includes low level metrics M_4

and M₅. The Contractor shall develop a supply chain to support CLS services that meet or exceed the requirement below:

Parts Availability Time	
Measurement	Value
For total monthly critical maintenance actions requiring parts (M ₄ & M ₅ > 0), the average time in hours for the sum of M ₄ & M ₅	20 Hours or less

C.8.9.3 Field Service Technician Site Response Time

The Government seeks to minimize system downtime associated with technician response time. As defined and measured in Attachment 3, this includes low level metric M₂. The Contractor shall develop a staffing plan to support CLS services that meet or exceed the requirements below:

FST Site Response Time	
Measurement	Value
For total monthly critical maintenance actions, the average time in hours for M ₂	CAT X airports = 3 hours All other airport categories = 5 hours

C.8.9.4 Depot Turn Around Time (DTAT)

The Government seeks to minimize system downtime associated with Depot Turn Around Time as defined in Attachment 3. Currently, only ETD and BLS technologies are subject to depot repair. The Contractor shall develop a depot maintenance plan to support CLS services that meet or exceed the requirements below. New technologies added to this contract which require depot repair will have a 360 hour requirement unless separately negotiated with TSA.

Depot Turn Around Time (DTAT)	
Measurement	Value
For total monthly depot maintenance actions, the average time in hours for M ₁₁	360

C.8.10 Reliability, Maintainability, Availability Metrics

Attachment 3 of this Contract defines and describes the TSE RMA metrics that the Government uses to monitor TSE performance. The Contractor shall calculate all TSE RMA metrics for each fielded TSE technology/model at each site, cumulative for each supported technology/model by each category of airports, cumulative for all supported technology/models by each category of airports, and cumulative for each supported technology/model across all

sites, using Attachment 2 and Attachment 3. The TSE RMA metrics shall be reported monthly through the last day of each month in accordance CDRL A018. The Contractor shall also deliver the CDRL A004 TSE Database maintenance data which includes T-values or time points, and M-Values or low level metrics, which TSA uses to validate all metrics. All reported metrics shall be reported for the month in which they are incurred. In those cases when a low-level metric spans a period longer than the reporting period, only that portion of the maintenance action actually taking place during the reporting period shall be calculated and included in the calculations of higher-level metrics for the reporting period (See Attachment 3 for an explanation of these procedures). The exception to this is Depot Turn Around Time which is measured from case initiation through closure.

The Contractor shall prepare and submit the TSE RMA Metrics Report in accordance with the following CDRL:

CDRL A018, TSE RMA Metrics Report

C.8.11 TSA Service Response Center (CLIN X002B)

The Contractor shall establish, operate and maintain a TSA Service Response Center (TSRC) as the single point of contact for all maintenance service requests, including receiving trouble calls, generating trouble tickets, referring to the appropriate Maintenance Service Provider (MSP) Dispatch Contact Facility for disposition, coordinating maintenance, updating work order statuses and providing technical support during the life cycle of all TSE owned by TSA, including TSE maintained by other MSPs or TSE covered under the manufacturer's warranty. As TSA procures and deploys new technologies, the TSRC will be expected to serve as the central point of contact for all Level II or Level III maintenance service requests received from TSA.

C.8.11.1 TSA Service Response Center Availability

The TSRC shall be reachable via toll-free telephone and email from everywhere within the United States and its territories. The Contractor shall coordinate and ensure that the current TSRC toll-free number is transferred from the incumbent to ensure continuity in receiving all incoming maintenance service requests. The transfer of the toll-free number shall be a seamless and transparent transition for the customer with no service disruptions.

The TSRC shall provide 24-hour a day, seven days a week, year-round availability. The Contractor shall establish a redundant Service Response Center to ensure continuity of operations in the event of natural disasters or other unforeseen events. The concept of operations shall be explained in the TSA Service Response Center Plan and the Continuity of Operations Plan (Paragraphs C.8.11.4 and C.7.10 of this PWS).

C.8.11.2 TSA Service Response Center Responsiveness

The TSRC telephone line capacity shall be capable of handling the volume of incoming calls so that no calls will encounter a busy signal, 80% of all calls are answered within 30 seconds, and 100% of all calls are answered within 60 seconds. The TSRC shall not use call back or voice message systems for TSA customer calls related to maintenance of airport security equipment.

The TSRC shall not use an automated email reply function. Email reception inbox shall be capable of handling the volume of incoming emails, but if the inbox has reached storage capacity the inquiry shall bounce back to the TSA customer so they know their service request was not received. The Contractor shall take immediate steps to correct this inbox deficiency. The Contractor shall ensure that the response time on emails from TSA is less than 15 minutes. The TSRC shall follow up with the originator, providing status updates on open tickets every 24 hours after the initial call and document the ticket update.

The TSRC shall dispatch each TSA maintenance service request to the appropriate Maintenance Service Provider (MSP) Dispatch Contract Facility within 15 minutes. There are currently several additional MSP Dispatch Contact Facilities not covered under this contract. The TSRC shall ensure that it receives status updates and closure reports on all maintenance service requests submitted to a MSP Dispatch Contact Facility for action. The TSRC shall conduct follow-ups every 24 hours if information is not received from an MSP Dispatch Contact Facility on the status of maintenance service request. The TSRC shall notify the airport Coordination Center or airport representative within 15 minutes after receipt of a closure report to verify that the repair has been completed.

C.8.11.3 TSA Service Response Center Security

The TSRC shall comply with security requirements identified in Section C.7.13, Security Policy, of Part C.

C.8.11.4 TSA Service Response Center Plan

The Contractor shall establish and maintain a TSA Service Response Center (TSRC) Plan in accordance with the following CDRL:

CDRL A019, TSA Service Response Center Plan

C.8.11.5 TSA Service Response Center Standard Operating Procedures

The Contractor shall establish, implement and maintain documented, repeatable processes for the operation of the TSRC in accordance with the following CDRL:

CDRL A020, TSA Service Response Center Standard Operating Procedures

C.8.11.6 TSA Service Response Center Data Reporting

The Contractor shall collect metrics on the performance of the TSRC, and report these metrics on a monthly, quarterly, and annual basis. These metrics will be used to track and optimize TSRC operations.

The Contractor shall prepare and deliver the TSRC Metrics report in accordance with the following CDRL:

CDRL A021, TSA Service Response Center Metrics Report

C.8.12 Information Technology

The Contractor shall establish and maintain the Information Technology (IT) infrastructure necessary to support all its CLS, Dispatch Contract Facility, and TSA Service Response Center (TSRC) operations (as contracted). The Contractor shall ensure the IT structure includes a mobile capability for the FST to capture and transmit the real clock time for each completed maintenance action (T-value) as defined in Attachment 3 and the capability to capture and transmit the other maintenance data required into the TSE Database as required in Paragraph C.7.5 of this PWS and associated CDRLs.

The Contractor shall describe in the PMP in accordance with Paragraph C.7.1 of this PWS its plans for acquiring and implementing the required software to meet all the contract requirements. This includes the Dispatch Contract Facility, TSRC, maintenance, ILS program performance, and metrics software/database solution for data collection, analysis, and reporting. The PMP shall identify a primary point of contact for IT and software engineering issues or questions.

C.8.13 Security Technology Integrated Program (STIP)

To support STIP enabled TSE, the Contractor shall be responsible for ensuring TSE hardware and software components are/remain configured properly to support STIP and STIP connectivity. This maintenance action requires confirming the STIP configurations are correct and that the TSE is placed back online with the STIP Enterprise Manager. Examples of configurations are airport code, timeout settings, DHCP settings, etc. The contractor may assume that 95% of connectivity issues result from the replacement of the TSE computer.

The Government requires the Contractor to:

- For any maintenance action that affects network connectivity, verify connectivity to STIP Enterprise Manager by calling the STIP Help Desk. Maintenance activities that affect connectivity are limited to:
 - Replacement of a CPU (changes the MAC address)
 - Replacement of a NIC card
 - Software changes that affect the STIP Axeda agent

STIP Help Desk Contact Steps:

1. Determine that the TSE should be back online. (E.g., repair complete and a link light on the NIC card.)
2. Contact the STIP Help Desk 866-997-4697 or STIPHelpdesk@tsa.dhs.gov.
3. Provide:
 - a. TSE make/model
 - b. Serial number
 - c. Airport code
 - d. If the CPU has changed, provide the new MAC address.
4. The STIP Help Desk will open a trouble ticket to confirm status and/or place the TSE back online.

- Respond to STIP connectivity trouble tickets from the STIP help Desk when it is determined that connectivity is an issue related to TSE configuration or a hardware failure (e.g., NIC card).
- Notify STIP Helpdesk when a TSE is undergoing maintenance that will cause it to be out of service for more than 24 hours.
- Field Service Technicians (FST) are encouraged to have direct communication with the STIP Help Desk to resolve connectivity trouble tickets.

Four models of TSE are currently STIP enabled. For planning, the schedule below shows the projected timeline for named TSE types to be STIP enabled.

TSE	Est. Number	Est. STIP-Enablement Date
Reveal CT-80DR EDS	356	FY14Q1
MDI 9000 EDS	350	FY14Q2
MDI 9400 EDS	96	FY14Q2
MDI 9800 EDS	TBD	FY14Q2
L3 6000 EDS	494	FY15Q1
L3 6600 EDS	260	FY15Q1
L3 eXaminer 3DX EDS	TBD	FY15Q1
L3 eXaminer 3DX ES EDS	TBD	FY15Q1
Smiths 500DT ETD	1294	STIP-Enabled
Itemiser 2 ETD	687	STIP-Enabled
Itemiser DX ETD	2665	STIP-Enabled
Smiths AT2	896	STIP-Enabled
Rapiscan AT2	840	FY14Q3
L3 AT2	TBD	FY15Q3
L3 AIT	736	FY14Q3

C.9 Provisional CLIN (CLIN X003)

C.9.1 Ancillary Logistics Support Services

When tasked by the CO, the Contractor shall perform ancillary logistics support activities, such as Engineering Support, End of Life Cycle Support and Maintenance Training for TSA Personnel. Ancillary logistics support services will be separately approved and ordered on an as needed basis in accordance with Section B.3.5.35, Ordering – Provisioned (X003), of Part B.

C.9.1.1 Engineering Support

The Government may require the services of engineers and technicians to perform technical engineering support, analysis, and engineering-related tasks that will be specified in a statement of work, performance work statement, or statement of objectives as required by TSA.

C.9.1.2 End of Life Cycle Support

The Government may require the contractor to perform activities to assist with the disposal preparation for TSE that is stored in TSA warehouses. These activities include, but are not limited to, TSE disassembly; removal and shipment of radiation sources to designated locations; removal and destruction of computer hard drives with SSI data; and TSE reassembly.

C.9.1.3 Maintenance Training for TSA Personnel

The Government may require the contractor to provide training for TSA personnel. Training for TSA personnel would be used for the sole purpose of gaining and understanding operational functions of the covered TSE to include PM and CM, and not be used to train other personnel for the performance of maintenance activities. Each training session requirement will not include more than ten (10) TSA personnel. The Contractor must ensure training materials are approved by the Government prior to execution.

If required, the Contractor shall provide training for TSA personnel in accordance with the following CDRL:

CDRL A022, Training Materials

(End of Part C)

PART D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(CONTINUATION OF SF 1449, BLOCK 20)

Attachments (Provided Separately)

1 - Airport Data

Federalized Airport List
 Airport Operational Hours

2 - Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs)

CDRL	Associated DID
A001	OSC-ILS-001 Program Management Plan
A002	OSC-ILS-002 Program Status Report
A003	OSC-ILS-003 Requirements Traceability Report
A004	DID OSC-ILS-004 Transportation Security Equipment Database
A005	OSC-ILS-005 Program Document Library
A006	DID OSC-ILS-006 Subcontractor Management Report
A007A	DID OSC-ILS-007A Meeting Agendas
A007B	DID OSC-ILS-007B Meeting Minutes
A008	DID OSC-ILS-008 Continuity of Operations Plan
A009	OSC-ILS-009 Integrated Support Plan
A010	OSC-ILS-010 Quality Assurance Management Plan
A011	OSC-ILS-011 Security Authorization Package
A012	OSC-ILS-012 Radiation Survey Submittal
A013	OSC-ILS-013 Parts Obsolescence Report
A014	OSC-ILS-014 Consumables Cost
A015	OSC-ILS-015 Failure Mode Indicators
A016	Reserved
A017	OSC-ILS-017 Field Data Reporting System
A018	OSC-ILS-018 Transportation Security Equipment Reliability, Maintainability, & Availability Metrics
A019	OSC-ILS-019 TSA Service Response Center Plan
A020	OSC-ILS-020 TSA Service Response Center Standard Operating Procedures
A021	OSC-ILS-021 TSA Service Response Center Metric Reports
A022	OSC-ILS-022 Training Materials

3 -- TSE Metrics Terms and Definitions and RMA Metrics

4 -- TSA Media Sanitization Certificate

5 -- Quality Assurance Surveillance Plan (QASP) for Integrated Logistics Support

6 -- Form DD 1149 Requisition and Invoice Shipping Document

7 -- Maintenance Service Provider (MSP) Service Level Agreement (SLA) Performance Metrics

(End of Part D)