

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1	OF PAGES 88	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>HSTS04-05-D-DEP009</b>		3. EFFECTIVE DATE <b>11 March 2005</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY Transportation Security Administration Attn: Mr. Jamie Thompson, TSA-25 701 South 12 <sup>th</sup> Street, 10 <sup>th</sup> Floor Arlington, VA 22202				6. ADMINISTERED BY (If other than Block 5)			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code)  L-3 Communications Security and Detection Systems 10E Commerce Way Woburn, MA 01801				8. DELIVERY  <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> OTHER (See Below)			
11. SHIP TO/MARK FOR <b>Mr. Ron Pierce</b>				9. DISCOUNT FOR PROMPT PAYMENT <b>b4</b>			
13. RESERVED				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G.4			
12. PAYMENT WILL BE MADE BY <b>See Section G.4</b>				14. ACCOUNTING AND APPROPRIATION DATA  Will be identified on each Delivery Order			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	<b>See Section B</b>						
15G. TOTAL AMOUNT OF CONTRACT							
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	57
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS	82
X	D	PACKAGING AND MARKING	34	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	36	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	83
X	F	DELIVERIES OR PERFORMANCE	38		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	42		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	46				
<b>CONTRACTING OFFICER WILL COMPLETE 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. (Attachment(s) are listed herein.)				18. <input type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY <u>William J. [Signature]</u> (Signature of person authorized to sign)		<u>3/29/05</u>		BY <u>Jamie Thompson [Signature]</u> (Signature of Contracting Officer)		<u>30 March 2005</u>	

## SECTION B - SUPPLIES/SERVICES & PRICE/COST

### B.1 IDENTIFICATION OF SUPPLIES/SERVICES

The Contractor shall provide the following supplies and services in accordance with the terms and conditions of this contract, for a one-year performance period commencing with the date of contract award. All Contract Line Items Numbers (CLINs) will be activated by means of delivery order or task order.

### B.2 INDEFINITE QUANTITY CONTRACT - MINIMUM AND MAXIMUM AMOUNT

During the period of performance of this contract, the Government shall provide to the Contractor one or more delivery orders. The minimum price of the delivery orders shall be at least [REDACTED] (cost of minimum quantities exclusive of options) when all orders are added together. The maximum ceiling price for all orders established under this contract shall not exceed [REDACTED] (inclusive of options and time and material ceilings), unless the contract is modified by the Contracting Officer. The government is not obligated to order more than the minimum stated amount under this contract. b4

### B.3 Downward Renegotiation of Price for Base Year

Base year prices were negotiated prior to receipt of a Government audit of the Contractor's indirect rates. The indirect component rates are: Overhead; G&A; and Material Handling Fee. If the Government audit of the Contractor's indirect rates identify a difference greater than [REDACTED] from any of the three component categories of the indirect rates used to negotiate base year pricing, the Contracting Officer has the unilateral right to re-open negotiations to negotiate a revised pricing structure for the base year. b4

### B.4 TYPE OF CONTRACT

This is a Fixed Price and Time and Materials contract. Maintenance costs per unit are fixed price. Delivery orders will be issued for all services and supplies.

#### B.4.1 Fixed Price Contract Line Item Numbers (CLINs)

The annual maintenance costs are fixed for machines outside of warranty. The annual maintenance costs represent the price to provide 12 full months of maintenance for a deployed, in-service, out-of-warranty machine. The Government and Contractor recognize that the quantity of machines will vary over time. The above prices are valid for the identified quantities plus or minus [REDACTED]. Any changes outside of this range will require negotiation to establish new unit prices. b4

All costs associated with performance of fixed price CLINs is represented in the unit pricing (e.g. labor, facilities, materials, supplies, subcontract labor, and travel).

CLINs X011, X020, X030, X040, X050, X060, X070, X080, X110, and X120 are Fixed Price. CLINs X130 and X140 may be Fixed Price.

#### **B.4.2 Time and Material CLINs**

The contractor shall, when so ordered by the Government, provide the necessary management, labor, facilities, materials and supplies to perform tasks as stated in individual Delivery Orders (D.O.) to support the aforementioned provisioned items. Each D.O. will be issued pursuant to and within the scope of the Section C, Statement of Work. The contractor on a Time and Materials basis shall provide the labor hours for this contract below with Fixed Labor Rates. The contractor will be reimbursed for all allowable and allocable costs for Materials and Travel, burdened with G&A, if applicable. Each D.O. will identify the task to be accomplished, period of performance, estimated labor hours (by labor mix), and estimated material and travel costs. No fee will be paid on costs for Materials and Travel.

CLINs X090 and X100 are Time and Materials. CLINs X130 and X140 may be Time and Materials.

#### **B.5 CONTRACT LINE ITEM NUMBERS (CLINs)**

The following line items will be ordered in accordance with the contract amounts set forth below.

Base Year					
CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
0011	Maintenance				
0011A	eXaminer 6000	Ea			
0011AA	eXaminer 6000	Ea			
0011AB	eXaminer 6000	Ea			
0011AC	eXaminer 6000	Ea			
0011AD	eXaminer 6000	Ea			
0011AE	eXaminer 6000	Ea			
0011B	LineScan 110	Ea			
0011BA	LineScan 110	Ea			
0011BB	LineScan 110	Ea			
0011BC	LineScan 110	Ea			
0011BD	LineScan 110	Ea			
0011BE	LineScan 110	Ea			
0011C	LineScan 208	Ea			
0011CA	LineScan 208	Ea			
0011CB	LineScan 208	Ea			
0011CC	LineScan 208	Ea			
0011CC	LineScan 208	Ea			
0011CD	LineScan 208	Ea			
0011D	LineScan 237	Ea			
0011DA	LineScan 237	Ea			
0011DB	LineScan 237	Ea			
0011DC	LineScan 237	Ea			
0011DC	LineScan 237	Ea			
0011DD	LineScan 237	Ea			
0020	Management and Support Services	Lot			

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Base Year					
CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
0030	Resolution of Out-of-Spec Units	Ea			
0040	Maintenance Cost Reporting	Lot			
0050	RMA Metrics Startup	Lot			
0060	Field Data Reporting System (FDRS) Reporting	Lot			
0070	X-Ray Tubes	Ea			
0070A	X-Ray Tubes	Ea			
0070B	X-Ray Tubes	Ea			
<hr/>					
0080	Training Data				
0080A	eXaminer 6000	Lot			
0080B	LineScan 110	Lot			
0080C	LineScan 208	Lot			
0080D	LineScan 237	Lot			
<hr/>					
0090	Provisioning Items	Ea			
0100	Engineering Services and Studies	Ea			
0110	New Technologies	Ea			
0120	Ancillary Equipment	Ea			
0130	Relocation of Equipment	Ea			
0140	Correction of Safety Deficiencies	Ea			

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[Redacted]

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Option Year 1					
CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
<b>1011</b>	<b>Maintenance (Option CLIN)</b>				
<b>1011A</b>	<b>eXaminer 6000</b>	<b>Ea</b>			
1011AA	eXaminer 6000	Ea			
1011AB	eXaminer 6000	Ea			
1011AC	eXaminer 6000	Ea			
1011AD	eXaminer 6000	Ea			
<b>1011B</b>	<b>LineScan 110</b>	<b>Ea</b>			
1011BA	LineScan 110	Ea			
1011BB	LineScan 110	Ea			
1011BC	LineScan 110	Ea			
1011BD	LineScan 110	Ea			
<b>1011C</b>	<b>LineScan 208</b>	<b>Ea</b>			
1011CA	LineScan 208	Ea			
1011CB	LineScan 208	Ea			
1011CC	LineScan 208	Ea			
1011CD	LineScan 208	Ea			
<b>1011D</b>	<b>LineScan 237</b>	<b>Ea</b>			
1011DA	LineScan 237	Ea			
1011DB	LineScan 237	Ea			
1011DC	LineScan 237	Ea			
1011DD	LineScan 237	Ea			
<b>1020</b>	<b>Management and Support Services (Option CLIN)</b>	<b>Lot</b>			

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7 [REDACTED]

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Option Year 1			
1030	Resolution of Out-of-Spec Units (Option CLIN)	Ea	[REDACTED]
1040	Maintenance Cost Reporting (Option CLIN)	Lot	[REDACTED]
1050	RMA Metrics Startup (Option CLIN)	Lot	[REDACTED]
1060	Field Data Reporting System (FDRS) Reporting (Option CLIN)	Lot	[REDACTED]
1070	X-Ray Tubes (Option CLIN)	Ea	[REDACTED]
1080	Training Data (Option CLIN)		[REDACTED]
1080A	eXaminer 6000	Lot	[REDACTED]
1080B	LineScan 110	Lot	[REDACTED]
1080C	LineScan 208	Lot	[REDACTED]
1080D	LineScan 237	Lot	[REDACTED]
1090	Provisioning Items (Option CLIN)	Ea	[REDACTED]
1100	Engineering Services and Studies (Option CLIN)	Ea	[REDACTED]
1110	New Technologies (Option CLIN)	Ea	[REDACTED]
1120	Ancillary Equipment (Option CLIN)	Ea	[REDACTED]
1130	Relocation of Equipment (Option CLIN)	Ea	[REDACTED]
1140	Correction of Safety Deficiencies (Option CLIN)	Ea	[REDACTED]

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<b>Option Year 2</b>					
CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
2011	<b>Maintenance (Option CLIN)</b>				
2011A	<b>eXaminer 6000 (Option CLIN)</b>	Ea			
2011AA	eXaminer 6000	Ea			
2011AB	eXaminer 6000	Ea			
2011AC	eXaminer 6000	Ea			
2011AD	eXaminer 6000	Ea			
2011B	<b>LineScan 110 (Option CLIN)</b>	Ea			
2011BA	LineScan 110	Ea			
2011BB	LineScan 110	Ea			
2011BC	LineScan 110	Ea			
2011BD	LineScan 110	Ea			
2011C	<b>LineScan 208 (Option CLIN)</b>	Ea			
2011CA	LineScan 208	Ea			
2011CB	LineScan 208	Ea			
2011CC	LineScan 208	Ea			
2011CD	LineScan 208	Ea			
2011D	<b>LineScan 237 (Option CLIN)</b>	Ea			
2011DA	LineScan 237	Ea			
2011DB	LineScan 237	Ea			
2011DC	LineScan 237	Ea			
2011DD	LineScan 237	Ea			
2020	<b>Management and Support Services (Option CLIN)</b>	Lot			
2030	<b>Resolution of Out-of-Spec Units (Option CLIN)</b>	Ea			
2040	<b>Maintenance Cost Reporting (Option CLIN)</b>	Lot			

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Option Year 2					
2050	RMA Metrics Startup (Option CLIN)	Lot			NSP
2060	Field Data Reporting System (FDRS) Reporting (Option CLIN)	Lot			NSP
[REDACTED]					
2080	Training Data (Option CLIN)				
2080A	eXaminer 6000	Lot	1	TBD	TBD
2080B	LineScan 110	Lot	1	TBD	TBD
2080C	LineScan 208	Lot	1	TBD	TBD
2080D	LineScan 237	Lot	1	TBD	TBD
2090	Provisioning Items (Option CLIN)	Ea	TBD	TBD	TBD
2100	Engineering Services and Studies (Option CLIN)	Ea	TBD	TBD	TBD
2110	New Technologies (Option CLIN)	Ea	TBD	TBD	TBD
2120	Ancillary Equipment (Option CLIN)	Ea	TBD	TBD	TBD
2130	Relocation of Equipment (Option CLIN)	Ea	TBD	TBD	TBD
2140	Correction of Safety Deficiencies (Option CLIN)	Ea	TBD	TBD	TBD

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**Option Year 3**

CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
3011	<b>Maintenance (Option CLIN)</b>				
3011A	<b>eXaminer 6000 (Option CLIN)</b>	Ea			
3011AA	eXaminer 6000	Ea			
3011AB	eXaminer 6000	Ea			
3011AC	eXaminer 6000	Ea			
3011AD	eXaminer 6000	Ea			
3011B	<b>LineScan 110 (Option CLIN)</b>	Ea			
3011BA	LineScan 110	Ea			
3011BB	LineScan 110	Ea			
3011BC	LineScan 110	Ea			
3011BD	LineScan 110	Ea			
3011C	<b>LineScan 208 (Option CLIN)</b>	Ea			
3011CA	LineScan 208	Ea			
3011CB	LineScan 208	Ea			
3011CC	LineScan 208	Ea			
3011CD	LineScan 208	Ea			
3011D	<b>LineScan 237 (Option CLIN)</b>	Ea			
3011DA	LineScan 237	Ea			
3011DB	LineScan 237	Ea			
3011DC	LineScan 237	Ea			
3011DD	LineScan 237	Ea			
3020	<b>Management and Support Services (Option CLIN)</b>	Lot			
3030	<b>Resolution of Out-of-Spec Units (Option CLIN)</b>	Ea			
3040	<b>Maintenance Cost Reporting (Option CLIN)</b>	Lot			

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Option Year 3					
3050	RMA Metrics Startup (Option CLIN)	Lot	1	NSP	NSP
3060	Field Data Reporting System (FDRS) Reporting (Option CLIN)	Lot	1	NSP	NSP
[REDACTED]					
3080	Training Data (Option CLIN)				
3080A	eXaminer 6000	Lot	1	TBD	TBD
3080B	LineScan 110	Lot	1	TBD	TBD
3080C	LineScan 208	Lot	1	TBD	TBD
3080D	LineScan 237	Lot	1	TBD	TBD
3090	Provisioning Items (Option CLIN)	Ea	TBD	TBD	TBD
3100	Engineering Services and Studies (Option CLIN)	Ea	TBD	TBD	TBD
3110	New Technologies (Option CLIN)	Ea	TBD	TBD	TBD
3120	Ancillary Equipment (Option CLIN)	Ea	TBD	TBD	TBD
3130	Relocation of Equipment (Option CLIN)	Ea	TBD	TBD	TBD
3140	Correction of Safety Deficiencies (Option CLIN)	Ea	TBD	TBD	TBD

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<b>Option Year 4</b>					
CLIN	Description	Unit Type	Units	Price/Cost per Unit	Total Price
4011	<b>Maintenance (Option CLIN)</b>				
4011A	<b>eXaminer 6000 (Option CLIN)</b>	Ea			
4011AA	eXaminer 6000	Ea			
4011AB	eXaminer 6000	Ea			
4011AC	eXaminer 6000	Ea			
4011AD	eXaminer 6000	Ea			
4011B	<b>LineScan 110 (Option CLIN)</b>	Ea			
4011BA	LineScan 110	Ea			
4011BB	LineScan 110	Ea			
4011BC	LineScan 110	Ea			
4011BD	LineScan 110	Ea			
4011C	<b>LineScan 208 (Option CLIN)</b>	Ea			
4011CA	LineScan 208	Ea			
4011CB	LineScan 208	Ea			
4011CC	LineScan 208	Ea			
4011CD	LineScan 208	Ea			
4011D	<b>LineScan 237 (Option CLIN)</b>	Ea			
4011DA	LineScan 237	Ea			
4011DB	LineScan 237	Ea			
4011DC	LineScan 237	Ea			
4011DD	LineScan 237	Ea			
4020	<b>Management and Support Services (Option CLIN)</b>	Lot	1	NSP	NSP
4030	<b>Resolution of Out-of-Spec Units (Option CLIN)</b>	Ea	110	NSP	NSP
4040	<b>Maintenance Cost Reporting (Option CLIN)</b>	Lot	1	NSP	NSP

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Option Year 4					
4050	RMA Metrics Startup (Option CLIN)	Lot	1	NSP	NSP
4060	Field Data Reporting System (FDRS) Reporting (Option CLIN)	Lot	1	NSP	NSP
[REDACTED]					
4080	Training Data (Option CLIN)				
4080A	eXaminer 6000	Lot	1	TBD	TBD
4080B	LineScan 110	Lot	1	TBD	TBD
4080C	LineScan 208	Lot	1	TBD	TBD
4080D	LineScan 237	Lot	1	TBD	TBD
4090	Provisioning Items (Option CLIN)	Ea	TBD	TBD	TBD
4100	Engineering Services and Studies (Option CLIN)	Ea	TBD	TBD	TBD
4110	New Technologies (Option CLIN)	Ea	TBD	TBD	TBD
4120	Ancillary Equipment (Option CLIN)	Ea	TBD	TBD	TBD
4130	Relocation of Equipment (Option CLIN)	Ea	TBD	TBD	TBD
4140	Correction of Safety Deficiencies (Option CLIN)	Ea	TBD	TBD	TBD

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## **SECTION C – STATEMENT OF WORK**

### **1.0 SCOPE**

This Statement of Work (SOW) defines the requirements for the establishment, implementation, and maintenance of an Integrated Logistics Support (ILS) program to sustain the L-3 Explosives Detection Systems (EDSs), Threat Image Projection (TIP)-Ready X-Rays (TRXs), and Supplemental X-Rays (XRAYS) deployed and utilized by TSA. The Security Equipment (SE) covered in this SOW is deployed at Category X through V airports and other Government-designated facilities throughout the United States and its territories. This SOW includes provisions for program management, quality assurance, configuration management, equipment maintenance, and training.

#### **1.1 Background**

The Transportation Security Administration (TSA) was established as a result of Public Law 107-71 Aviation and Transportation Security Act. The 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.

The Security Technology Deployment Office (STDO) reporting to the Chief Technology Officer (CTO) is the TSA program office responsible for procurement, deployment, integration, and life-cycle management of Security Equipment (SE). There are approximately 634 L-3 EDSs, TRXs, and XRAYS deployed at Category X through IV airports throughout the country.

To manage and improve the ILS processes supporting the SE, a consistent and normalized set of requirements for data collection and analysis must be established. The resulting analysis must document, in near real-time, the ongoing ILS program and SE performance. The ILS program Government and Contractor Team will utilize this analysis to optimize the Reliability, Maintainability, and Availability (RMA) of the affected SE, resulting in optimum security with minimal delays for the traveling public.

#### **1.2 Objective**

The objective of this procurement is to obtain the necessary ILS services and activities to ensure that the SE meets the requirements specified in paragraph 4.1.6 of this SOW. The Contractor will be responsible for all aspects of the ILS program to include corrective and preventative maintenance and parts fulfillment (including asset management, inventory control, and the attendant supply chain).

## 2.0 APPLICABLE DOCUMENTS

The following specifications, handbooks, orders, standards, and drawings form a part of this SOW and are applicable to the extent specified herein. The latest version of these documents as of the Contract date shall apply.

### 2.1 Government Documents

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

49 CFR 1520	Protection of Sensitive Security Information
DD Form 254	Contract Security Classification Specification

### 2.2 Military Standards

MIL-STD-973	Configuration Management, Interim Notice 3, 13 January 1995
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### 2.3 Other Applicable Documents

ANSI/ISO/ASQ Q9001-2000	American National Standard Quality Management Systems Requirements.
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### 2.4 Source of Documents

Requests for copies of Government documents not covered in this section should be addressed to the Contracting Officer (CO). Requests should fully identify material desired and cite the solicitation or Contract number.

Military Standards 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 available at their website, <http://dodssp.daps.dla.mil/>.

Copies of ANSI/ASQ Q9000 series standards can be obtained from the following source: American Society for Quality Control 611 East Wisconsin Avenue P.O. Box 3005, Milwaukee, Wisconsin 53201-3005. Phones: (414) 272-8575 or (800) 248-1946. The Fax is: (414) 272-1734.

## 2.5 Order of Precedence

In the event of conflict between this SOW and any of the other provisions of this RFP, the provisions of this SOW shall apply. Any other questions concerning precedence shall be addressed to the Contracting Officer.

## 2.6 Document Submissions

For all deliverables submitted under the Contract the successful bidder(s) shall label any documents containing security sensitive information as defined in 49 CFR Part 1520 as follows:

**WARNING:** This document contains sensitive security information that is controlled under 49 CFR 1520. No part of this document may be released to persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the TSA Administrator, Arlington, VA, 22202. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public release is governed by 5 U.S.C. 552.

In general, the Contractor shall perform in accordance with the plans, reports, and other deliverables developed in response to this SOW as approved by the government. The plans shall be updated as required and submitted for approval prior to implementation of any changes. All reference to the "Government" in this SOW shall mean by authority of the Contracting Officer or designee.

Acceptable digital submissions are via electronic mail attachment (maximum attachment size of 1 MB), floppy disk (1.44 MB capacity), or Compact Disc Recordable (CD-R). The Government-preferred format is CD-Rs for all submittals if possible.

All data shall be provided in a format that is compatible with the Government corporate standards for required software. The Contractor shall have and utilize the following software programs as a minimum, or state-of-the-market software that is compatible with TSA software. The following software reflects the minimum standard of compatibility with TSA:

(a). Word Processing	Microsoft Word (MS Office Suite)
(b). Spreadsheet/Graphs	Microsoft Excel (MS Office Suite)
(c). Presentations	Microsoft PowerPoint (MS Office Suite)
(d). Databases	Microsoft Access (MS Office Suite)
(e). Mapping	Microsoft MapPoint (MS Office Suite)
(f). Scheduling	Microsoft Project

Data items referenced by their Contract Data Requirements List (CDRL) titles shall be performed in accordance with the CDRL of the same name. All data deliverables shall



be prepared or updated and delivered in accordance with the corresponding CDRL items specified under the SOW requirement.

HSTS04-04-D-DEP009  
Page 17 of 89

### **3.0 ILS PROGRAM REQUIREMENTS**

The services required by this Contract shall be performed in accordance with this SOW. The Contractor shall provide program management, quality assurance, configuration management, maintenance (preventative and corrective), and training to maintain fielded out-of-warranty security equipment (SE) and provide all deliverables in accordance with this SOW.

#### **3.1 Program Management**

##### **3.1.1 Program Management Organization**

The Contractor shall establish and maintain a formal organization to manage the ILS Contract and associated subcontracts. The Contractor shall develop and implement a Management Program that efficiently and effectively executes the requirements of this SOW. The Contractor's Management Program shall be described in the Program Management Plan (PMP). The PMP shall be prepared and submitted as a separate bound volume with the technical proposal.

The Contractor shall identify in Section G of the Contract, the Program Manager who is responsible for accomplishment of all tasks required by this SOW and who is authorized to commit the company. The Program Manager will organize, plan, schedule, implement, control, analyze, and report on all elements of the Contract. The Program Manager shall serve as technical and programmatic liaison to the Government. The Program Manager shall have resources and authority to ensure efficient and timely program execution and shall be the Contractor's focal point for all required program tasks. The Contractor's Program Manager shall be prepared at all times to present and discuss the status of Contract activities, requirements, and problems.

Additionally, the Contractor shall identify in the PMP the company's functional and technical representatives, who will respond to requests for information from their Government counterparts.

CDRL A001 Program Management Plan (PMP)

##### **3.1.2 Program Control**

A clear line of project authority shall exist among all Contractor organizational elements. The Contractor shall report on organizational status (i.e., changes, issues) during each Program Management Review (PMR). The Contractor shall report on cost (as applicable, in summary format), schedule, and technical progress. Program Status Reports shall be provided monthly and shall address organizational, cost, schedule, technical and deliverables status. The reports shall address problems/risks in the

Contractor's functional areas and address the mitigation plans to improve the problems/risks.

#### CDRL A002 Program Status Report (PSR)

##### **3.1.2.1 Risk Management/Assessment**

The Contractor shall identify cost, schedule, and technical risks and describe how the Contractor will effectively manage these risks throughout the performance of this Contract. The Contractor shall describe its risk management techniques in the PMP. Significant risks shall be identified and discussed in the PMP. The Contractor shall develop and maintain a list identifying, analyzing, and classifying program risks. The Contractor shall assign a priority to each risk and develop a recommended course of action. Program risks shall be classified as low, medium, or high. The Contractor shall notify the Government of High Risk items within 24 hours of identification. The Contractor shall plan and coordinate a recurring meeting with the Government to discuss risks and mitigation status.

The Contractor shall conduct risk mitigation planning for risks considered medium or high. The Contractor shall provide the status of and mitigation actions for identified program risks at PMRs and in the Program Status Reports (PSRs).

##### **3.1.2.2 Requirements Traceability**

The Contractor shall document and manage all Contract ILS requirements. The Contractor shall include requirements traceability in all process definitions. Traceability shall allow for mapping requirements to the underlying processes for implementation. This information shall be reported as part of the program status at the monthly PMR.

#### CDRL A003 Requirements Traceability Report

##### **3.1.2.3 Security Equipment Database**

The Contractor shall establish and maintain a database of SE. This database shall include the entire inventory of fielded SE maintained under this contract. The database shall store the SE by model, part number and serial number. The database shall include all accumulating maintenance activity information and warranty information/actions. The RMA metrics data shall be stored in this database and provide the full maintenance and performance history. The SE Database shall be stored on a L-3/Government (GFE) server. The Contractor shall provide TSA routine access to the data collected. The Contractor will not release TSA equipment specific data (described herein), collected in performance of this contract, to any third party unless authorized by the Contracting Officer.

#### CDRL A004 SE Database

### **3.1.2.4 Program Document Library**

The Contractor shall maintain a digital Program Document Library (PDL) that contains all documents/data generated by the Contractor or provided to the Contractor by the Government during the performance of this Contract. The Contractor shall provide authorized Government personnel access to the PDL. The list of documents included in the PDL shall be listed in the Document Library Index (DLI).

CDRL A005 Document Library Index (DLI)

### **3.1.2.5 Data Accession List**

The Contractor shall provide a list of Contractor internal data that has been generated by the Contractor in compliance with the work described in this SOW.

CDRL A006 Data Accession List

### **3.1.3 Government Furnished Information**

All GFI is listed in Section J Attachments. Examples include: Initial SE historical, warranty and inventory data, and airport operational hours from the OAG.

The following information will be found in the GFI Attachments:

ATTACHMENT	TITLE	FILE TYPE	FILE NAME
J-1	CDRLs and DIDs	MS Word	Attachment J-1 CDRLs and DIDs_Cover Sheet.doc
J-2	Metrics and Inventory Overview	MS Word	Attachment J-2 Metrics and Inventory Overview.doc
J-3	TSA STDO ILS RMA Metrics Definitions	MS Word	Attachment J-3 TSA STDO ILS RMA Metrics Terms and Definitions -- Rev 4.2.doc
J-4	TSA STDO ILS RMA Metrics Tutorial	MS PowerPoint	Attachment J-4 TSA STDO ILS RMA Metrics Tutorial -- Rev 4.2.ppt
J-5	SE Inventory and Airport Operational Hours	MS Excel	Attachment J-5 Inventory and OPHRS Information.xls
J-6	Maintenance Requirements Document	MS Word	Attachment J-6 Maintenance Requirements Document.doc
J-7	Security Requirements Document	MS Word	Attachment J-7 Security Requirements Document.doc
J-8	Property Requirements Document	MS Word	Attachment J-8 Property Requirements Document.doc
J-9	FMI Process Document	MS Word	Attachment J-9 FMI Process Document.doc
J-10	FMI Master List	MS Excel	Attachment J-10 FMI Master List.doc

### 3.1.4 Subcontractor Management

The Contractor shall inform the government of all subcontracts/partnering agreements and shall provide copies of these agreements. The Contractor shall flow down all applicable requirements to subcontractors for compliance with the overall performance of this Contract. The Contractor shall review each subcontractor's technical progress on all assigned tasks and include such technical progress and status information in the PMR packages periodically presented to the Government. The Contractor shall inform the government in advance of any anticipated disruption of services resulting from conflicts or disputes with subcontractors and partners, strikes, and any other occurrences that may cause disruption of work.

### 3.1.5 Post-Award Conference

A post-award conference will be conducted at the Contractor's facility within 30 calendar days after Contract award. The Government will designate conference

attendees and will identify any unique conference support requirements. The Contractor will provide agendas and take the minutes for the conference.

#### CDRL A007 Meeting Minutes

### 3.2 Meeting and Reviews

The Contractor shall conduct meetings and reviews in accordance with the Government-approved PMP and this SOW. The Contractor shall prepare and submit meeting agendas and presentation materials. The Contractor shall substantiate assumptions made and methodologies used in arriving at recommendations or conclusions. The Contractor shall provide administrative support and record meeting minutes during all meetings and reviews. The Contractor shall prepare formal written minutes, accompanied by a summary of action items and all presentation materials used, for Government approval. Meetings and reviews shall not be considered finalized until the Government has approved the minutes.

Support provided by the Contractor shall include, but is not limited to, facilities, materials, office equipment, clerical personnel, mockups, technical data, and subcontractor participation (when appropriate).

#### CDRL A007 Meeting Minutes

#### 3.2.1 Program Management Reviews

The Contractor shall be responsible for conducting monthly Program Management Reviews (PMRs) at the Contractor site, TSA STDO, or at alternate site(s) as specified by the Government. The Contractor's PMRs shall be targeted for no more than one day in length. Attendance will generally be limited to 10-15 key Government personnel and 5-10 Contractor personnel.

PMRs shall include a review of all pertinent technical, schedule and cost aspects of the Contract, including an estimate of the work to be accomplished in the next month; current performance measurement information; and current and anticipated technical and implementation problems. The Contractor shall identify risks and assign a priority for developing a recommended course of action.

The Government reserves the right to replace a formal monthly review with a less formal update completed by teleconference, to change the location of the reviews at any time, and to increase or decrease the frequency of reviews as required.

#### CDRL A007 Meeting Minutes

### **3.2.1.1 Status Reviews**

The Contractor shall hold status review meetings with the TSA for the status of implementation and updates to the procedures at the frequency to be determined by the TSA. The Contractor shall take minutes of each meeting and provide them to the TSA.

CDRL A007 Meeting Minutes

### **3.2.2 Technical Interchange Meetings**

The Contractor shall conduct and administratively support periodic Technical Interchange Meetings (TIMs) at the Contractor's facility or government-designated locations. During the TIMs, the Contractor and the Government will discuss specific technical activities associated with ILS to ensure continuing Government visibility into the technical progress of the Contract.

CDRL A007 Meeting Minutes

### **3.3 Integrated Support Plan (ISP)**

The Contractor shall document the ILS program in the Integrated Support Plan (ISP). The ISP shall describe the specific implementation of maintenance and its compliance with this Contract. The ISP shall address maintenance philosophy, maintenance structure (including the actions and support necessary to ensure that all maintained SE meets its RMA requirements), interrelationships (both internal and external), lifecycle management, metrics for management, cost control, interface with functional groups for communicating maintenance requirements, feedback for improvement, and input for lessons learned.

The Contractor shall review the ISP at least semi-annually and update the ISP, as needed, to reflect an up to date plan depicting the current ILS activities and their implementation.

CDRL A008 Integrated Support Plan (ISP),

#### **3.3.1 Continuity of Operations Plans**

The Contractor shall establish, document, implement and maintain Continuity of Operations Plans (COOPs) for every facility operated under this Contract. The COOP shall describe the backup and recovery capabilities for communications and stored data, and describe the interruption/disaster notification procedure to TSA.

**CDRL A009 Continuity of Operations Plan (COOP)****3.3.2 Implementation Plan**

The Contractor shall develop an Implementation Plan detailing equipment, hardware, software, data, and procedures, to achieve a smooth and comprehensive transition of all activities from the current Contractor at the beginning of the period of performance. The Implementation Plan must address the Contractor's strategy to ensure a full transition within 90 days after Contract award. The Contractor shall address, at a minimum, its plans to gather and archive the following information:

- Installed equipment inventory and status
- Warranty status
- Operational condition of equipment
- Equipment defect status
- Equipment maintenance history (including RMA)

The Contractor shall provide, at a minimum, the following information:

- Details of licenses, agreements, individual and facility security clearances and certificates obtained for the program
- Training curriculum/documentation
- Equipment, hardware, and software standard operating procedures
- Plans for acquiring consumables and spare parts
- Plans to implement a fully working maintenance solution within 90 days of Contract award

**CDRL A010 Implementation Plan****3.3.3 Transition Plan**

The Contractor shall develop a Transition Plan, detailing equipment, hardware, software, and procedures, to achieve a smooth and comprehensive transition of activities at the end of the period of performance. Planning shall include the means by which the Contractor returns all Government property to Government control. The Contractor shall also provide, at a minimum, the following information:

- Program achievement status
- Installed equipment status
- Warranty status
- Operational condition of equipment
- Equipment defect status



- Equipment databases including inventory and maintenance history
- Details of licenses, agreements and certificates obtained for the program
- Issues and recommendations
- Training curriculum/documentation

CDRL A011 Transition Plan

### **3.4 Quality Assurance**

The Contractor shall establish, implement and maintain a documented quality assurance system in accordance with ANSI/ISO/ASQ Q9001:2000, as tailored in the data item description (DID), as a means of assuring compliance with all requirements of the Contract. The Contractor shall pass the appropriate Contract requirements down to its sub-suppliers to ensure compliance with the Contract. The Contractor shall require that sub-suppliers have an appropriate documented quality system that controls the quality of the services and supplies provided. The Contractor shall identify a single point of contact for all communication on quality-related issues. The Contractor shall identify in Section G of the Contract, the quality representative who is responsible for accomplishment of all quality assurance tasks required by this SOW. The Contractor's Quality manager shall be prepared at all times to present and discuss the status of quality activities, requirements, and problems.

CDRL A012 Quality System Plan (QSP)

### **3.5 Configuration Management Program**

#### **3.5.1 Configuration Management**

The Contractor shall establish, implement and maintain a Configuration Management (CM) Program using MIL-STD-973, "Configuration Management," as tailored in this section of the SOW. The CM program shall provide an organizational structure with configuration identification and control methods, configuration audits, and configuration status accounting procedures for hardware and software. The Contractor shall identify a single focal point, under the Program Manager, who will serve as the primary point of contact for all communication on CM-related issues. The CM requirements are applicable to all deliverables under this contract. The Contractor shall follow MIL-STD-973, Paragraph 4 - GENERAL REQUIREMENTS, including subparagraphs. Note: Any reference to "Military" in the MIL-STD is to be interpreted as the TSA for this contract.

##### **3.5.1.1 Configuration Management Plan**

The Contractor shall develop a Configuration Management Plan (CMP) using MIL-STD-973 subparagraph 5.2.1 and Appendix A. The Contractor's Configuration Management

Plan (CMP) shall be prepared and submitted as a separate bound volume with the technical proposal.

#### CDRL A013 Configuration Management Plan (CMP)

##### 3.5.1.1.1 Configuration Baselines

The Contractor shall maintain the configuration baseline and the required documentation to support this baseline. The approved Product Baseline will be established after successful completion of the Functional Configuration Audit/Physical Configuration Audit (FCA/PCA). MIL-STD-973 paragraph 5.3.4 and subparagraphs 5.3.4.1, 5.3.4.1.3 and 5.3.4.2 shall be followed for establishing and maintaining the Product Baseline.

##### 3.5.2 Configuration Identification

The Contractor's PDL shall retain all documentation for identification, control, and status accounting of all Configuration Items (CIs) throughout the program life cycle. The Contractor shall identify each CI and its configuration documentation in accordance with MIL-STD-973 paragraph 5.3.6 and subparagraphs 5.3.6.3 through 5.3.6.6, 5.3.6.6.2, 5.3.6.7, 5.3.6.7.1 through 5.3.6.7.3. The configuration item identification shall be available in a Master Configuration Item Listing (MCIL).

#### CDRL A014 Master Configuration Item Listing (MCIL)

##### 3.5.3 Configuration Control

The Contractor shall apply configuration control measures to each baseline CI, and its configuration documentation in accordance with MIL-STD-973 paragraph 5.3.5 and subparagraph 5.3.5.1. The Contractor's configuration control system shall provide effective means, as applicable, for proposing changes to CIs and ensuring implementation of the approved change. The Contractor shall maintain configuration control of hardware, software, firmware, and developmental/commercial documentation. The Contractor shall maintain configuration control of hardware to the Line Replaceable Unit (LRU) level and software to the version level.

##### 3.5.3.1 Engineering Change Proposals (ECPs)

The Contractor shall establish and maintain a system for control and submittal of engineering changes in accordance with MIL-STD-973 paragraph 5.4 including all subparagraphs except the following: 5.4.2.3.3.1.2, 5.4.2.3.5.1, 5.4.2.3.5.2, 5.4.2.3.6.2 -- 5.4.2.3.6.5, 5.4.2.4.4, and 5.4.2.4.5.

#### CDRL A015 Engineering Change Proposal (ECP)

### **3.5.3.2 Request for Deviation (RFD)**

The Contractor shall establish and maintain a system for control and submittal of deviations in accordance with MIL-STD-973 paragraph 5.4.3 and subparagraphs.

CDRL A016 Request for Deviation (RFD)

### **3.5.3.3 Request for Waiver (RFW)**

The Contractor shall establish and maintain a system for control and submittal of waivers in accordance with MIL-STD-973 paragraph 5.4.4 and subparagraphs.

CDRL A017 Request for Waiver (RFW)

### **3.5.4 Configuration Status Accounting**

The Contractor shall maintain a Configuration Status Accounting (CSA) Information System to assure accurate identification of each CI. The Contractor shall ensure that the CSA information is available for review by the TSA, upon request. The CSA information shall be available in the Contractor's PDL as a monthly Configuration Status Accounting Report (CSAR). The Contractor shall use MIL-STD-973 paragraph 5.5 and associated appendices for guidance in establishing the CSA Information System. The CSA System shall be described in the CM Plan.

CDRL A018 Configuration Status Accounting Report (CSAR)

## **3.6 Security Requirements**

### **3.6.1 Information Security**

All documents and data generated under this Contract will be subject to the safeguarding requirements of 49 CFR 1520.7, with particular emphasis on subparagraphs e, f, and h.

### **3.6.2 Personnel Security**

The Contractor shall comply with the personnel security requirements in Section J of this RFP. To ensure security, the Contractor shall supply FSDs with a list of personnel who require access to SE or maintenance logs. This list shall include sufficient information to positively identify authorized maintenance personnel. The Contractor shall provide an updated list to FSDs as personnel changes occur.

### **3.6.3 DD 254**

A DD 254 Form must be completed, signed, and approved.

### **3.7 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. The Contractor shall be responsible for obtaining any required licenses, permits, approvals, and/or authorizations.

## 4.0 ILS TECHNICAL REQUIREMENTS

### 4.1 Maintenance

The Contractor shall perform monthly, quarterly, and yearly preventative maintenance on both in- and out-of-warranty SE and corrective maintenance, along with logistics activities, for equipment that has exited warranty to maintain the RMA of fielded SE at the levels required by this Contract. The Contractor shall coordinate all maintenance scheduling with local TSA staff as appropriate. The Contractor shall notify the TSA where the schedule for preventative maintenance will not support corrective maintenance requirements.

#### 4.1.1 Dispatch Contact Facility

The Contractor shall designate a contact facility to receive maintenance requests from the TSA Call Center and dispatch Field Service Technicians (FSTs) to provide maintenance. The TSA Call Center is required to dispatch calls within 15 minutes. The Contractor shall establish interface protocols with the TSA Call Center to ensure that all L-3 equipment maintenance calls are recorded and dispatched to Contractor FSTs within [REDACTED] of receipt of a maintenance request from the TSA Call Center. The Contractor's contact facility shall be reachable [REDACTED] a week. The Contractor shall not use callback or voice message systems for TSA Call Center calls related to L-3 equipment maintenance. bA

#### 4.1.2 Maintenance Cost Reporting

For all preventative and corrective maintenance actions performed, the Contractor shall record cost data associated with the maintenance or repair. The Contractor shall track FST labor hours, FST travel, the cost of associated replacement parts (by part number), the allocated average cost of shipping and delivery of replacement parts, and other miscellaneous charges associated with each maintenance action. For Level III corrective maintenance, the Contractor shall also record the cost of sending the failed end item to the depot, as well as the cost of shipping a replacement unit to the field.

CDRL A019 Maintenance Cost Report

#### 4.1.3 Preventative Maintenance (PM)

The definition of PM and the associated Levels are as follows:

Preventative Maintenance – Periodic scheduled activities performed to increase SE reliability. These actions usually expend consumable items (cleaning supplies, filters, etc.). There are two discrete levels of PM:

Level I PM – This is primarily PM that is 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 will not be solicited under this RFP.

Level II PM (CLIN X011) - This is primarily PM that is performed every month, quarter, or year. These activities are currently performed by trained FST personnel and these services are solicited under this RFP. Monthly Level II PM will include verification of the performance of Level I PM by TSA personnel. This verification will be accomplished by reviewing airport logs for the SE and through physical observation. TSA will ensure that weekly logs are available to the Contractor for review during monthly Level II PM.

#### **4.1.3.1 Preventative Maintenance (CLIN X011)<sup>9</sup>**

The Contractor shall perform required scheduled PM on in- and out-of-warranty SE. Tests required at scheduled intervals, such as radiation leak surveys, are to be considered PM. This PM shall be based on Contractor maintenance schedules unless otherwise directed by the COR. The Contractor shall maintain a complete record of all PM actions performed on all end items (EIs), whether in warranty or out of warranty, and shall report all PM actions performed to the TSA Call Center for tracking after completion of the action. The Contractor shall track and schedule all PM to ensure that maintenance occurs according to maintenance schedules and state and federal regulations.

#### **4.1.4 Corrective Maintenance (CM)**

The definition of CM and the associated Levels are as follows:

**Corrective Maintenance –** Unscheduled maintenance activities performed to repair failed SE. These actions usually expend consumable and spare parts. There are three discrete levels of CM:

Level I CM – This is CM that is performed as needed to effect repairs that do not require trained FSTs (e.g., bag jams, PC reboots, etc.). These activities are currently performed by FST personnel and these services are solicited under this RFP.

Level II CM – This is CM that is performed as needed to effect repairs that always require trained FSTs. These services are solicited under this RFP.

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<sup>9</sup> CLIN "X011" refers to the base year and all option years, encompassing CLINs 0011, 1011, 2011, etc.

Level III Depot Maintenance (DM) – Unscheduled maintenance activities performed to repair failed SE that by shipping the SE back to a Depot. Out-of-warranty Level III DM is solicited under this RFP.

#### **4.1.4.1 Corrective Maintenance (CLIN X011)**

The Contractor shall perform Level I, Level II, and Level III CM on out-of-warranty SE. Corrective maintenance shall consist of all actions performed or directed by an FST, as a result of SE failure, to restore an EI to operational condition. The Contractor shall maintain a complete record of all CM actions performed on all EIs, whether in warranty or out of warranty, in keeping with the attached RMA Metrics Definitions and associated tutorial, and shall report all CM actions performed to the TSA Call Center for tracking. The Contractor shall record and maintain failure mode indicators (FMIs) for all CM actions performed on all EIs, whether in warranty or out of warranty. If FSTs are not located on-site, they shall be dispatched within [REDACTED] of receipt of a service request.

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#### **4.1.4.2 Failure Mode Identifiers (FMI)**

For all CM actions performed, the Contractor shall record Failure Mode Identifiers (FMIs). These FMIs shall be recorded in the format specified in the FMI List included in Section J of this RFP. There shall be one FMI recorded for each trouble ticket in the SE database.

#### **4.1.5 Maintenance Training**

The Contractor shall provide training in the maintenance of the relevant technologies for field service technicians and Government engineers supporting the performance of this Contract. This training shall be approved by the Government, and shall include an evaluation to provide assurance that the technicians are prepared (Contractor Certified) to carry out their duties. The Contractor shall provide copies of all training materials, data and training aids to the Government as they are obtained or modified.

##### **4.1.5.1 Maintenance Training for TSA Personnel (CLIN 0030)**

The Contractor may be required to provide training for TSA personnel. Training for TSA personnel is a Provisional CLIN and will be separately approved and funded by the Government as needed and agreed upon by written Contract modifications.

CDRL A020 Training Materials

#### **4.1.6 RMA Requirements**

The Contractor shall maintain fielded SE to meet the following Mean Downtime (MDT) requirements. The Contractor shall include only installed units that are expected to be

operational in its calculations of MDT. Units that are not operational for reasons other than equipment failure (e.g., warehoused units, hot spares, or units installed at non-working terminals) shall not be included in these calculations.

**MDT**

Technology	Base Year (BY)	Option Year 1	Option Year 2	Option Year 3	Option Year 4
EDS	[REDACTED]				
TRX					
XRAY					

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Refer to Section J of this RFP for examples of current RMA performance of fielded SE.

**4.1.6.1 Service Level Agreement**

The MDTs specified in paragraph 4.1.6 of this SOW are Contract requirements. The Contractor shall calculate MDT (averaged across the field) for all equipment maintained under this Contract on a monthly basis, and this calculation will be used as the basis for Contract invoicing. In any month where MDT falls below Contract requirements identified in Section 4.1.6, the Contractor shall decrement their monthly invoice 5%.

**4.1.6.2 RMA Metrics**

The Government will provide a set of key performance parameters (metrics) in a document entitled "SE RMA Metrics" which is included in Section J of this SOW. The Contractor shall use these metrics to manage, optimize, and report on the ILS. The SE RMA metrics are further explained in the SE RMA Terms, Definitions, and Metrics and the associated Tutorial included in Section J of this RFP.

The Contractor shall submit SE RMA data and reports as defined in the RFP DID.

CDRL A021 SE RMA Metrics

**4.1.7 Field Data Reporting System (FDRS) Data (CLIN 0110) (Option)**

The Contractor shall collect from each individual EDS all FDRS data as required in the EDS Procurement Specifications listed below. This data shall be collected as part of the monthly Level II PM or in conjunction with a maintenance activity so as to minimize cost. All data collected and all data rights are the property of the Government.

Procurement Specification	Specification Title	Relevant Paragraphs
[REDACTED]		



SEIPT-EDS-0002 23 Nov. 2001	Procurement Specification for Pass Through and Single Entry Explosive Detection System (EDS)	Paragraph 3.1.1.5.1 Field Data Reporting System, including Appendix A
STDO-EDS-0001A Rev 1 17 Sept. 2003	Procurement Specification for Integrated Explosive Detection System (EDS)	Paragraph 3.1.1.4.1 Field Data Reporting System, including Appendix A

CDRL A022 FDRS Database

#### 4.1.8 Government Property and Inventory Management

The Contractor shall maintain a property and inventory management system in accordance with the property requirements contained in Section J Attachment 9 and Section I clause series 3.10.3 of this RFP. The Contractor shall use a DHS/TSA-approved COTS auto-discovery property management application. All data collected becomes the property of the Government, and the Government shall have routine access to the data whenever deemed necessary. The Contractor's property management system shall implement the life-cycle management of Government Property. Attachment J-10 of this RFP contains the Program Property Procedures and the Program Property Clauses and Definitions that apply to this section.

## SECTION D – PACKAGING AND MARKING

### D.1 Packing and Packaging

All deliverables 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.

### D.2 Marking of Deliverables

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- a. TSA contract number
- b. Contractor's name and address
- c. List of contents
- d. Task order number
- e. Date of submittal.

### D.3 Marking of Reports

The Contractor shall mark all reports as follows:

- a. Contract number
- b. Report Title
- c. Task Number (if applicable)
- d. Date
- e. Distribution
- f. Document Control Number

### D.4 Security Equipment

Items 0011, 0030, 0100, 0130, and 0140, and Option Items 1011, 2011, 3011, 4011, 1030, 1100, 1130, 1140, 2030, 2100, 2130, 2140, 3030, 3100, 3130, 3140, 4030, 4100, 4030, and 4140 – To the extent that Security Equipment must be moved and/or shipped to accomplish the requirement of these Items, the Equipment shall be adequately preserved, packaged, packed, and marked in accordance with best commercial practices to assure safe delivery at final destination.

Items 0040, 0050, and 0060, and Option Items 1040, 1050, 1060, 2040, 2050, 2060, 3040, 3050, 3060, 4040, 4050, and 4060 - The technical and administrative/ financial data to be furnished hereunder shall be adequately preserved, packaged, packed and marked in accordance with best commercial practices to assure safe delivery at final destination.

Items 0090 - 0120 and Option Items 1090 - 1120, 2090 - 2120, 3090 - 3120, and 4090 - 4120 - The supplies and/or services to be furnished hereunder shall be adequately preserved, packaged, packed and marked as specified in separate contract modifications to be issued by the Contracting Officer (CO), in accordance with the Section H Special Contract Requirement H-1 entitled, "Ordering--Provisioned Items".

**MARKING OF SHIPMENTS** - Shipments shall be marked in accordance with best commercial practices.

#### **D.5 Commercial Bill of Lading Notations (3.11.1)**

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate: (a) If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the TSA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government. (b) If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the TSA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract number. This may be confirmed by contacting [CO insert name and address of the point of contact]. (End of clause)

## **Section E – Inspection and Acceptance**

### **E.1 POINTS OF INSPECTION AND ACCEPTANCE**

E.1.1 Supplies and/or services specified for delivery in Part I-Section F, DELIVERY OR PERFORMANCE, of this Contract shall be inspected and accepted at location specified in the delivery order.

E.1.2 All deliverables under this Contract shall be subject to review and inspection by the Contracting Officer's Technical Representative (COTR), specified in Section G.

E.1.3 Inspection, review and approval of deliverables or associated services prior to final acceptance shall not be construed as assurance of acceptance of the finished product.

E.1.4 Unless otherwise specifically provided in this contract, the Contracting Officer shall be the person authorized to make final Government acceptance of all deliverables called for in the CDRLs and all reviews specified in the SOW. Final acceptance of all deliverable items shall be made, in writing, by the TSA Contracting Officer or designee.

### **E.2 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

This contract, as applicable, incorporates by reference the following provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.TSA.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.4.15 Certificate of Conformance**
- 3.10.4.16 Responsibility for Supplies**
- 3.10.4.2 Inspection of Supplies-Fixed-Price**
- 3.10.4.4 Inspection of Services--Both Fixed-Price & Cost Reimbursement**
- 3.10.4.5 Inspection-Time-and-Material and Labor-Hour**

### **E.4. DEVIATIONS AND WAIVERS**

The Government reserves the right to waive any Government inspection. If Government inspection is waived for a Contract Item, the Contractor shall nevertheless perform all of the required tests utilizing the Government approved test procedures and provide to the Government certified test data recorded on forms as approved by the Government.

The COTR has the authority to approve minor deviations and waivers affecting a Contract End Item if so designated by the Contracting Officer. A minor deviation or waiver is one which does not adversely affect safety, durability, reliability, performance, interchangeability of parts or assemblies, or any technical or other requirement of the Contract and does not change price or quantity, or affect delivery under the Contract.

**E.5** 3.10.4-1 Contractors Inspection Requirements (August 2002)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

(End of clause)

**SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 Period of Performance**

The ordering period of performance for each CLIN is specified below:

Item 0011 – The Contractor’s responsibility for maintenance shall commence upon award of this Contract (approximately 10 March 2005) and continue as follows.

Base Year CLINs	Period of Performance
0011	[REDACTED]
0011AA, 0011BA, 0011CA, 0011DA	
0011AB, 0011BB, 0011CB, 0011DB	
0011AC, 0011BC, 0011CC, 0011DC	
0011AD, 0011BD, 0011CD, 0011DD	
0011AE, 0011BE, 0011CE, 0011DE	
0020 – 0030	

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Option Items 1011 – 1030, 2011 – 2030, 3011 – 3030, and 4011 – 4030 - The Contractor’s responsibility for maintenance shall be as follows.

Option Line Items	Period of Performance
1011AA, 1011BA, 1011CA, 1011DA	[REDACTED]
1011AB, 1011BB, 1011CB, 1011DB	
1011AC, 1011BC, 1011CC, 1011DC	
1011AD, 1011BD, 1011CD, 1011DD	
1020 – 1030	
2011AA, 2011BA, 2011CA, 2011DA	
2011AB, 2011BB, 2011CB, 2011DB	
2011AC, 2011BC, 2011CC, 2011DC	
2011AD, 2011BD, 2011CD, 2011DD	
2020 – 2030	
3011AA, 3011BA, 3011CA, 3011DA	
3011AB, 3011BB, 3011CB, 3011DB	
3011AC, 3011BC, 3011CC, 3011DC	
3011AD, 3011BD, 3011CD, 3011DD	
3020 – 3030	
4011AA, 4011BA, 4011CA, 4011DA	
4011AB, 4011BB, 4011CB, 4011DB	
4011AC, 4011BC, 4011CC, 4011DC	
4011AD, 4011BD, 4011CD, 4011DD	
4020 – 4030	

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Items 0040 – 0060, and Option Items 1040 - 1060, 2040 – 2060, 3040 – 3060, and 4040 - 4060 – Deliveries or performance of the technical, training and administrative/financial data to be furnished hereunder shall be in accordance Contract Data Requirements List, DD Form 1423.

Items 0090 - 0140 and Option Items 1090 – 1140, 2090 – 2140, 3090 – 3140, and 4090 - 4140 - Deliveries or performance of the supplies and/or services to be ordered hereunder shall be as specified in contract modifications issued by the cognizant Contracting Officer (CO) in accordance with the Section H Special Contract Requirement H-1, entitled "Ordering-- Provisioned Items".

Relevant Delivery or Performance provisions are included in full text under Section I, Contract Clauses, of this Contract.

## **F.2 Time and Place of Delivery/Performance**

Place of Performance is location of deployed, in-service security screening equipment identified in Section B.

## **F.3 Clauses and Provisions Incorporated by Reference**

This contract, as applicable, incorporates by reference the following provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.TSA.gov> (on this web page, select "toolsets", then "procurement toolbox").

<b>3.10.1.11</b>	<b>Government Delay of Work</b>
<b>3.10.1.9</b>	<b>Stop-Work Order</b>
<b>3.11.29</b>	<b>F.O.B. Origin</b>

### **3.11.68 F.O.B. Origin-Government Bills of Lading or Prepaid Postage**

a) F.o.b. origin shipments shall be made on Government bills of lading, or, if the supplies are mailable, via the U.S. Postal Service or a foreign postal system, as appropriate, with postage costs prepaid by the Contractor. Any direct charge for postage costs shall be listed as a separate item on invoices for the supplies shipped. Use of TSA official indicia mail by Contractors is not authorized. Quantities shall not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

(b) If Government bills of lading are not furnished with the contract or applicable ordering document, the Contractor shall obtain them from the Contracting Officer or designated representative.

(c) Unless otherwise directed, the Contractor shall address overseas parcel post to an ultimate DOD consignee in care of a designated Army, Air Force, or Navy (fleet) post office and not to, or in care of, a transportation officer, or other activity at a CONUS water or aerial terminal for transshipment. (End of clause)

### 3.11.69 Report of Shipment (REPSHIP).

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a "Report of Shipment" or "REPSHIP FOR T.O." Message Example: REPSHIP FOR T.O. 81 JUN 01 TRANSPORTATION OFFICER DEFENSE DEPOT, MEMPHIS, TENN. SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY\* IN CAR NO. XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\* CONTRACT DLA ETA\*\*\*\*\*. JUNE 5 JONES & CO., JERSEY CITY, N.J. \* Name of rail carrier, trucker, or other carrier. \*\* Vehicle identification. \*\*\* Government bill of lading. \*\*\*\* If not shipped by GBL, identify lading document and state whether paid by contractor. \*\*\*\*\* Estimated time of arrival. (End of clause)

3.2.2.8.2 Variation in Quantity

3.2.2.8.3 Delivery of Excess Quantities

### F.4 3.2.4-16 Ordering (CLINs X040, X050, X080, X090)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through twelve months from date of award.

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

(c) Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.



(End of clause)

**F.5 3.2.4-20 Indefinite Quantity (CLINs X040, X050, X080, X090)**

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

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

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

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

(End of clause)

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 Contract Administration**

Contracting Officer Mr. Jamie Thompson  
Transportation Security Administration  
701 South 12<sup>th</sup> Street,  
10<sup>th</sup> Floor, Mail Stop T-25  
Arlington, Virginia 22202

Telephone: 571 227-1877

Contracting Officer's  
Technical Rep: Mr. Ron Pierce  
Transportation Security Administration  
701 South 12<sup>th</sup> Street,  
8<sup>th</sup> Floor, Mail Stop T-16  
Arlington, Virginia 22202

Telephone: 571 227-1452

Contract Manager:

[REDACTED]

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**G.2 Contracting Officer's Authority**

- a. The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United State in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

- b. The Contracting Officer may designate, in writing, representatives to perform functions required to administer this contract, however, any implied or expressed actions taken by these representatives must be within the limits cited within the Contracting Officer's written designations. The Contracting Officer shall provide the Contractor copies of all relevant written designations. If any individual alleges to be a representative of the Contracting Officer and the Contractor has not received a copy of the document designating that representative, the Contractor shall refrain from acting upon the representative's requirements and immediately contact the Contracting Officer to obtain a copy of the document designating that individual as a representative of the Contracting Officer.
- c. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

### **G.3 Contracting Officer's Technical Representative (3.10.1-22)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. The contractor may be required to sign the COR Letter of Appointment to acknowledge the authorities and limitations of the COR assigned to this contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act as a representative of the Contracting Officer under this contract.

### **G.4 Invoices**

The Transportation Security Administration intends to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office listed below:

United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23326-4111

The Contractor shall submit an original and three copies of all invoices to the designated billing office. TSA approval of the invoices will be based on Contracting Officer and Contracting Officer's Technical Representative review. The Contracting Officer will authorize payment in

amounts determined to be allowable, allocable, and reasonable in accordance with the Transportation Security Administration Acquisition Management System.

### **G.5 Authorized Negotiators (April 1996)( 3.2.2.3.15)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [REDACTED] (End of provision)

### **G.6 Correspondence Procedures**

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract shall be addressed to the Contracting Officer, listed in Section G.1. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR), listed in Section G.1.
- b. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

### **G.7 TSA Internal Reviews of Contractor Performance**

Notwithstanding the requirement that price must always be assessed by the Contracting Officer as being reasonable, the TSA places a high value on the Contractor providing a high level of quality support in performing this contract. This TSA emphasis on the importance of quality performance initiated in awarding this contract, will be ongoing throughout the duration of this contract. Accordingly, the TSA will periodically, as subsequently scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the TSA's perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable trends, the TSA may terminate or, not exercise options in, this contract. Additionally, completed TSA internal review reports of Contractor performance will be maintained in the TSA past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

[REDACTED]

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## G.8 Funding

Funding shall be cited on each individual task order.

## G.9 Travel Costs

- a. Travel shall be reimbursed on a cost plus G&A, no fee basis, subject to Joint Federal Travel Regulations (JFTR) guidelines and any other limitations cited below.
  1. The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to effect procedures to ensure Government reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the TSA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.
  2. Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Included are costs:
    - (i) in excess of amounts allowed by the JFTR;
    - (ii) within a Government installation, where Government transportation is available;
    - (iii) for personal convenience, including daily travel to and from work;
    - (iv) in the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible; and
    - (v) in the replacement of personnel, when such replacement is accomplished for the Contractor's or employee's convenience

In the case of urgent emergent travel, if the Contracting Officer's assistance has been reasonably requested in advance, or if requested as soon as practical after commencement of travel and properly justified and documented, the Contracting Officer may authorize, on a case-by-case basis, reimbursement for amounts in excess of JFTR rates. The Contractor shall implement procedures to minimize urgent emergent travel. Any Contracting Officer decision regarding reimbursement of travel costs in excess of amounts allowed by JFTR, for urgent emergent travel, shall be a unilateral decision, not subject to dispute or any right contained in the contracts disputes clause of this contract.

3. Relocation and travel costs incident to relocation are unallowable as a direct cost to this contract.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### List of Section H Clauses:

- H.1 Dissemination of Contractor Information
- H.2 Ethical Behavior
- H.3 Contractor Non-Compliance with Contract
- H.4 Release of Information
- H.5 Order of Precedence (August 2002) (3.2.2.3-33)
- H.6 Contract Disputes (May 2003)
- H.7 Delivery Orders
- H.8 Incorporation of Representations and Certifications by Reference
- H.9 Total Maintenance Responsibility
- H.10 Exercise of Option
- H.11 Notification To Third Parties of Product Capabilities
- H.12 Incorporation of the Contractor's Proposal
- H.13 Government Audit
- H.14 Payment
- H.15 Small Business Plan
- H.16 Escalation
- H.17 Data Reporting for Preventive Maintenance

### H.1 Dissemination of Contractor Information

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. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

Written information	- 15 days
Oral information	- 15 days
Congressional information	- 10 days

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business activity to which the proposal is being submitted.

## H.2 Ethical Behavior

Notwithstanding the Contractor's obligation to comply with all requirements, terms and conditions contained in this contract, the Contractor is encouraged to conduct an ongoing program to ensure its and subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the Contractor or subcontractor may review documentation, participate in discussions, help execute actions or otherwise exert influence on decisions, which could involve competitors. In such situations, involved Contractor or subcontractor employees shall refrain from making any statement or taking action, which could be construed as demonstrating bias against a competitor.

## H.3 Contractor Non-Compliance with Contract

- (a) Contractor non-compliance with any requirement, term or condition contained in this contract may result in the TSA:
  - (1) Terminating this contract, in whole or part, for convenience or default;
  - (2) Withholding payments
  - (3) Initiating suspension or debarment action against the Contractor; and
  - (4) Initiating other action, as appropriate.
- (b) In addition to paragraph (a), Contractor non-compliance with any statutory requirement included in this contract, may result in the Contractor and its employees and subcontractors being fined and/or imprisoned, or incurring other sanctions.

## H.4 Release of Information

Work performed under this contract may involve access to information, including specification, cost estimates and other sensitive data. Consequently, the Contractor and subcontractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this contract, whether orally or in writing, to any person except:

- (a) TSA personnel with a "need to know" who have signed a Contractor non-disclosure form;
- (b) Employees of the Contractor with a "need to know", who have signed a Contractor non-disclosure form, or
- (c) Such other person as may be designated in writing by the Contracting Officer and who have signed a Contractor non-disclosure form.

Further, no documents, reports, information, etc. related to work under this contract, may be released to the public or provided to any party other than the TSA and its Contractors without review and written approval of the TSA.



**H.5 Order of Precedence (August 2002) (3.2.2.3-33)**

Any inconsistency in this RFI/RFP or contract shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the specifications);
- (b) representations and other instructions;
- (c) contract clauses;
- (d) other documents, exhibits, and attachments;
- (e) the specifications; and
- (f) the drawings.

**H.6 Contract Disputes (May 2003)**

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

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

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

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g.,

invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

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

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

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

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

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

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

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

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

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

Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

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

(End of clause)

## **H.7 Delivery Orders**

- (a) The Contracting Officer will issue delivery orders. These delivery orders will be issued in writing and may include a complete Statement of Work to be performed. The Statement of Work will reference this contract and also will identify the delivery schedule and delivery locations for the equipment ordered. Deliveries are expected to commence on schedule in accordance with the order.
- (b) If provisioned items are ordered (CLINs 0080 – 0140), a Statement of Work will be included with the order. In this instance, the Contractor's response to the Statement of Work shall include the discussion of the technical approach for performing work, estimated number of hours to complete the task, personnel required, equipment required, additional pricing not included in Section B, estimated cost to perform the work based on rates in Section B and estimated performance period and schedule. Delivery orders will be issued after negotiations, if necessary, have been completed and mutual agreement is reached.
- (c) The Contractor shall review each delivery order for consistency with the mutual agreement reached between the Government and the Contractor and acknowledge receipt and acceptance of the delivery order within five working days after receipt of the delivery order. If the Contractor cannot accept the delivery order as written, the Contractor shall indicate in its acknowledgment, the changes requested prior to acceptance. Any differences must be resolved between the parties and the order modified to reflect the final delivery order agreement.
- (d) Delivery orders become effective when the order is accepted by the customer (effective date) and extend through the performance period specified on the delivery order.
- (e) If the Contractor or the Government determines that specific tasks required by the delivery order cannot be accomplished or it is not in the Government's best interest to continue work on the task, the Government will cancel a portion or all of the delivery order at no additional cost. The Government will provide a 30-day cancellation notification. The Government will negotiate an equitable settlement with the Contractor to pay for the work accomplished prior to the cancellation. This settlement shall not exceed the total fixed price of the delivery order.

f. *Format.* The Contracting Officer will issue Delivery Orders, in writing, to the Contractor, using TSA format (Order for Supplies or Services). Each Delivery order issued shall be in accordance with and subject to all terms and conditions of the contract under which it is issued and shall contain, as a minimum, the following information

1. A Delivery Order number;
2. Appropriate TSA points-of-contact;
3. A period-of-delivery/performance;
4. A list of deliverables and the delivery schedule;
5. A description of authorized travel including to and from points, if applicable
6. A maximum allowable travel amount, as applicable;
7. A description of any Government-Furnished Information or Property to be provided with delivery locations and required delivery dates if applicable;
8. A delivery order total value;
9. Applicable appropriation and accounting data; and

#### **H.8 Incorporation of Representations and Certifications by Reference**

All representations, certifications and other written statements made by the Contractor in response to Section K of the SIR, incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

#### **H.9 Total Maintenance Responsibility**

(a) Representation. The Contractor represents, and the Government has executed this contract in reliance upon such representation, that the Contractor has completely and comprehensively reviewed and analyzed the content of and means of compliance the Integrated Logistics Support (ILS) Statement of Work (SOW) For TSA dated October 15, 2004 attached here to. The Contractor further represents, and the Government has executed this contract in reliance upon such representation, that the Contractor has completely and comprehensively reviewed and analyzed the Security Equipment listed in each Line Item as has acquired either directly or through subcontracting or teaming arrangement the expertise necessary to maintain that equipment in the manner required by the SOW.

The Contractor also represents that it has reviewed and is familiar with the R&M requirements for Security Equipment, and has reviewed the specifications for Equipments.

(b) Acknowledgement. The Contractor hereby acknowledges that it has no right to assert against the Government, its officers, agents, or employees, any claim or demands with respect to the aforesaid specifications based upon impossibility of performance; defective, inaccurate, unfeasible, insufficient or invalid Security Equipment specifications; or implied warranties of suitability of any such specifications. Security Equipment specifications shall be deemed to mean subsystem level, unit level, and software specifications. The Contractor further acknowledges that the Contractor shall not be entitled to any changes to delivery schedules or

any other terms or conditions of this contract as a result of changes to Security Equipment specifications which may be necessary to permit achievement of the Operational Availability or other requirements of the Contract.

(c) Limitation with Regard to Security Equipment. Such acknowledgements are, however, contingent upon the Security Equipment being in a condition suitable for the intended use. Suitability for the intended use shall be deemed to mean that, and shall be satisfied if the Security Equipment conforms without waiver or deviation to the terms of its specification or can be caused to do so by the maintenance which is the requirement of this Contract.

(d) Order of Precedence. Specifications, Statements of Work, and other documents related to this procurement will be constructed in light of the intended Security application for the Equipment. The Contractor, in assuming this Contract, has represented that he had adequate expertise in maintaining the Security Equipment in the environments currently in effect at the airports covered by this Contract, and the use for which it is intended. In the event of an apparent conflict, the order of precedence shall be:

1. Contract Terms or Modifications which, on their face, contain modifications to the Specifications, Statements of Work, or other Requirements for the Maintenance actions,
2. Key Performance Parameters For The End Items,
3. Statement Of Work,

Government approval of any submitted technical approach, specification, design review, or any other representation concerning the method of performance does not constitute a change to the performance requirements. Such approvals are made only in reliance upon the Contractor's actual or implied representation that the method will be adequate to fulfill all requirements of the contract. If it is later determined that the approved approach will not satisfy the requirements of the contract, it will be the Contractor's responsibility to determine an adequate method, and after approval of such improved method, to implement the change.

#### **H.10 Exercise of Option**

(a) Supplies or Services to be Furnished - The Contractor hereby grants unilateral options to the Government to procure any or all line item(s) identified as option items in Section B of this solicitation/ contract. The items for which the options are to be exercised shall be delivered

- (1) in the quantities specified in the Section B of the schedule;
- (2) in full compliance with the descriptions and specifications prescribed for that item in Sections C, D, and E of the Schedule;
- (3) in accordance with the delivery schedule set forth for that item in Section F of the Schedule and
- (4) at the price for Option Items 0011 through 0140 in Schedule B of this solicitation/contract.

(b) The Contracting Officer shall have the right to exercise the Government's options at one time or from time to time for the any or all of the items identified below by issuing written, telegraphic notice or e-mail thereof to the Contractor on or before the below listed dates:

<u>Option Line Items</u>	<u>Exercise Date</u>
0011 thru 0070	Concurrent with Award
0080 thru 0140	NLT 11 March 2006
1011 thru 1140	NLT 10 March 2007
2011 thru 2140	NLT 10 March 2008
3011 thru 3140	NLT 10 March 2009
4011 thru 4140	NLT 10 March 2010

However, if funding has not been provided to the Contracting Officer by that time, the Contracting Officer may unilaterally extend the Date for Option Exercise until funding is made available. In this event, the Contractor will be entitled to an equitable adjustment if it can demonstrate actual costs caused by the delay. If the delay is beyond the date when performance is to begin, the Contractor will not be required to perform until funding is make available for such performance.

If the Government declines to exercise any individual Option Line Item for a specific annual period, its options for the analogous Item in following period will be deemed to have expired, and will no longer be available for unilateral exercise. I.e., if Option Item 2011 is not exercised within the time available for its exercise, then Option Items 3011 and 4011 will not be available for exercise, but there will be no effect on Option Items 3020 thru 3100, 4020 thru 4100, or any other Option Items under the Contract.

(c) Terms and Conditions - The contractual terms governing each exercised option shall consist of the provisions applicable to that item under the basic contract. However, the Contracting Officer, as part of the option exercise, may add or modify any term or clause as required by regulation, or by Public Law or Executive Order and applicable regulations issued pursuant thereto, on the date of the exercise of the respective option. Any term or condition so added or modified shall apply prospectively only, Option Items 0011 through 0140, and as an incident to such addition or modification.

(d) Pricing of Option Items 2011 thru 2050, 3011 thru 3050, and 4011 thru 4050 – The Contractor has proposed Firm Fixed Prices for Option Items 1011 thru 1050. The prices for the remaining Option periods shall be established in accordance with a mathematical formula which will take into account the following factors:

1. Quantity of Fielded Equipment
2. Age of Fielded Equipment
3. Warranty Status of Fielded Equipment
4. Adjustment in actual inflation from 1 January 2006 to the date that performance begins under the individual Item.
5. The average prices of all previous Line Items for maintenance of the same equipment at the same Airport Type.

Note to Offerors: It is the Offeror's responsibility to propose a formula using the above factors, and reflecting their effect on pricing under their Offer.

#### **H.11 Notification to Third Parties of Product Capabilities**

Due to the Security Sensitive nature of these products and services, including specifications and performance, and this contract with the TSA for these products and services, the Contractor will not release information specific to performance of this contract about the equipment capabilities and performance to third parties or the General Public. TSA agrees and acknowledges without limiting the generality of the foregoing, the Contractor is not to release this information about this product and service to Third Parties or the General Public without the approval and consent of the TSA Contracting Officer.

#### **H.12 Incorporation of the Contractor's Proposal**

The following portions of the Contractor's proposal are incorporated into this Contract and made a part of the Contract Requirements:

1. Section K, Representations and Certifications.
2. The Contractor's Technical Approach, which was the basis for its selection will be incorporated as the method of meeting Contractual requirements.
3. Pricing Proposal and supporting documentation.
4. The Formula in Special Provision H-2, Exercise Of Option, paragraph (d) Pricing of Option Items 2011 thru 2070, 3011 thru 3070, and 4011 thru 4070

The Contractor's Technical Approach has been incorporated as a means of meeting the requirements of the Contract. If it is later determined that the approach will not satisfy the requirements of the contract, it will be the Contractor's responsibility to determine an adequate method, and after approval of such improved method, to implement the change.

### H.13 GOVERNMENT AUDIT

A Defense Contract Audit Administration (DCAA) audit will be conducted to review the contractor's cost accounting system for cost reimbursable contracts and the contractor's price estimating methodology. The TSA reserves the right to re-open negotiations based on the findings of the government's audit and recommendation of the DCAA.

### H.14 PAYMENT

Payment to the Contractor will be based on deployed, in-service, out-of-warranty machines. The Contractor shall submit a monthly invoice for [REDACTED] of the annual unit maintenance price based upon the number of out-of-warranty units in service and the monthly service level. If the mean downtime for units covered by CLIN X011 meets the service-level agreement requirements and all required data deliverables are delivered, the Contractor may bill for a full [REDACTED] of the CLIN price for that month. When service-level agreement requirements are not met or any required data deliverables are not delivered, the Contractor shall only bill for [REDACTED] of the CLIN price for that month. The remaining [REDACTED] will be held in a retained account over which the CO has unilateral authority. b4

### H.15 SUBCONTRACTING PLAN

#### SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN.

The Contractor's Small Business and Small Disadvantaged Business Subcontracting Plan will be approved by contract modification, and will be incorporated into and made a part of this contract. The Small Business and Small Disadvantaged Business Subcontracting Plan must be submitted and approved no later than 30 June 2005.

### H.16 ESCALATION

The formula for the Option Unit Price for post-warranty maintenance of each type of SE is:

[REDACTED]

b4

Where:

$P_X$  = Unit price in year X for a type of SE

$P_B$  = Unit price in the base year for the same type of SE

$ECI_X$  = Employment Cost Index in the last month before the beginning of year X.

$ECI_B$  = Employment Cost Index in the last month before the beginning of the base year



$CPI_X$  = Consumer Price Index for all Urban Consumers in the last month before the beginning of year X.

$CPI_B$  = Consumer Price Index for all Urban Consumers in the last month before the beginning of the base year

The Employment Cost Index (ECI) and Consumer Price Index for all Urban Consumers (CPI-U) are available at [www.bls.gov](http://www.bls.gov)

[REDACTED]

[REDACTED]

b4

## **New Section I – Contract Clauses**

### **I.1 Clauses and Provisions Incorporated by Reference**

This contract, as applicable, incorporates by reference the following provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.TSA.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 1.13.5 Contractor Quality Control (July 2003)**
- 3.1.8.1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.**
- 3.1.8.2 Price or Fee Adjustment for Illegal or Improper Activity.**
- 3.10.1.18 Notification of Changes**
- 3.2.2.3.1 False Statements Offerors.**
- 3.2.2.3.24 Changes or Additions to Make-or-Buy Program.**
- 3.2.2.3.25 Price Reduction for Defective Cost or Pricing Data**
- 3.2.2.3.26 Price Reduction for Defective Cost or Pricing Data-Modifications**
- 3.2.2.3.27 Subcontractor Cost or Pricing Data.**
- 3.2.2.3.28 Subcontractor Cost or Pricing Data-Modifications**
- 3.2.2.3.29 Integrity of Unit Prices.**
- 3.2.2.3.33 Order of Precedence**
- 3.2.2.7.6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.**
- 3.2.2.8.1 New Material.**
- 3.2.4.16 Ordering.**
- 3.2.4.17 Order Limitations.**
- 3.2.4.18 Definite Quantity.**
- 3.2.4.19 Requirements.**
- 3.2.4.20 Indefinite Quantity**
- 3.2.4.32 Option for Increased Quantity.**
- 3.2.4.33 Option for Increased Quantity-Separately Priced Line Item.**
- 3.2.4.34 Option to Extend Services.**
- 3.2.4.35 Option to Extend the Term of the Contract.**
- 3.2.4.5 Allowable Cost and Payment.**
- 3.2.5.3 Gratuities or Gifts.**
- 3.2.5.4 Contingent Fees.**
- 3.2.5.5 Anti-Kickback Procedures.**
- 3.2.5.6 Restrictions on Subcontractor Sales to the TSA.**
- 3.2.5.7 Disclosure Regarding Payments to Influence Certain Federal Transactions.**
- 3.3.1.1 Payments.**
- 3.3.1.15 Assignment of Claims.**
- 3.3.1.17 Prompt Payment.**

- 3.3.1.25 **Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR)**
- 3.3.1.5 **Payments under Time-and-Materials and Labor-Hour Contracts.**
- 3.3.1.6 **Discounts for Prompt Payment.**
- 3.3.1.8 **Extras.**
- 3.3.1.9 **Interest.**
- 3.4.1.10 **Insurance-Work on a Government Installation.**
- 3.4.2.3 **Taxes-Foreign Cost-Reimbursement Contracts.**
- 3.4.2.7 **Federal, State, and Local Taxes -- Fixed Price (Noncompetitive Contract).**
- 3.5.1 **Authorization and Consent.**
- 3.5.13 **Rights in Data-General.**
- 3.5.13.1 **Rights in Data-General (Alternate I)**
- 3.5.13.2 **Rights in Data-General (Alternate II)**
- 3.5.13.3 **Rights in Data-General (Alternate III)**
- 3.5.13.5 **Rights in Data-General (Alternate V)**
- 3.5.18 **Commercial Computer Software-Restricted Rights.**
- 3.5.2 **Notice and Assistance Regarding Patent and Copyright Infringement.**
- 3.5.3 **Patent Indemnity.**
- 3.6.1.3 **Utilization of Small Business Concerns.**
- 3.6.1.4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (September 2001)**
- 3.6.2.1 **Contract Work Hours and Safety Standards Act-Overtime Compensation.**
- 3.6.2.12 **Affirmative Action for Special Disabled and Vietnam Era Veterans**
- 3.6.2.13 **Affirmative Action for Workers with Disabilities.**
- 3.6.2.16 **Notice to the Government of Labor Disputes.**
- 3.6.2.17 **Payment for Overtime Premiums.**
- 3.6.2.28 **Service Contract Act of 1965, As Amended.**
- 3.6.2.31 **Fair Labor Standards Act and Service Contract Act-Price Adjustment.**
- 3.6.2.33 **Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment-Contractor Certification.**
- 3.6.2.5 **Prohibition of Segregated Facilities.**
- 3.6.2.9 **Equal Opportunity.**
- 3.6.3.4 **Recovered Material Certification.**
- 3.6.3.11 **Toxic Chemical Release Reporting.**
- 3.6.3.16 **Drug-Free Workplace.**
- 3.6.3.9 **Refrigeration Equipment and Air Conditioners.**
- 3.6.4.10 **Restrictions on Certain Foreign Purchases.**
- 3.6.4.2 **Buy American Act-Supplies.**
- 3.6.4.8 **Buy American Act-NAFTA Implementation Act - Balance of Payments Program**
- 3.8.2.10 **Protection of Government Buildings, Equipment, and Vegetation.**

- 3.8.2.16 Restriction on Severance Payments to Foreign Nationals.
- 3.9.1.1 Contract Disputes.
- 3.9.1.2 Protest After Award.
- 3.10.1.12 Changes-Fixed Price.
- 3.10.1.14 Changes-Time-and-Materials or Labor-Hours.
- 3.10.1.17 Change Order Accounting.
- 3.10.1.2 Production Progress Reports.
- 3.10.1.3 Penalties for Unallowable Costs.
- 3.10.1.7 Bankruptcy.
- 3.10.2.1.1 Subcontracts (Fixed Price) (Alternate I) (See Note 1.)
- 3.10.2.2 Subcontracts (Cost-Reimbursement and Ceiling Contracts) (See Note 1.).
- 3.10.2.3 Subcontracts (Time-and-Materials and Labor-Hour Contracts)
- 3.10.2.5 Competition in Subcontracting.
- 3.10.3-2/r1 Government Property (Basic Clause Alternate I) (Fixed Price) (April 2004)
- 3.10.3.8 Special Tooling.
- 3.10.3.13 Segregation of Government Property
- 3.10.3.14 Inventories
- 3.10.3.15 Disposition of Government Property (December 1997)
- 3.10.4.19 Government Industry Data Exchange Program (GIDEP)
- 3.10.6.1 Termination for Convenience of the Government (Fixed-Price).
- 3.10.6.3.4 Termination (Cost-Reimbursement) (Alternate IV)
- 3.10.6.4 Default (Fixed-Price Supply and Service).
- 3.10.6.7 Excusable Delays
- 3.10.7.1.1 Indemnification under Public Law 85-804 (Alternate I)
- 3.11.68 F.O.B. Origin-Government Bills of Lading or Prepaid Postage.
- 3.13.4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 2002)
- 3.13.5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13.6 Contractor Personnel Suitability Requirements
- 3.14.3 Foreign Nationals as Contractor Employees (July 2002)
- 3.14.4 Government-Issued Keys, Identification Badges, and Vehicle Decals (July 2002)

## **I.2 Clauses Provided in Full Text**

### **1.13.5 Contractor Quality Control (July 2003)**

The Contractor shall operate a comprehensive quality control program, which will assure services will be performed to contract specifications. The quality control program shall identify performance problems and potential problems and seek to eliminate these problems prior to their

having an impact on the contract. The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified. One copy of the Contractor's final QCP shall be provided to the Contracting Officer and one copy to the Contracting Officer's Representative (COR) not later than the post-award conference. The Contractor shall provide a complete copy to the Contracting Officer and COR as any updates/changes occur. The Contractor shall retain copies of all documents/records generated in the quality control process for at least one year after expiration of the contract and shall present them to the Contracting Officer or COR upon request. At a minimum, the plan shall:

- (a) Provide the Contractor's organizational structure and functional statements showing the relationship with work items in contract;
- (b) Detail a quality control inspection program covering all general and specific tasks included in SOW. It shall specify tasks or areas to be inspected on either a scheduled or unscheduled basis, and the manner in which inspections are to be conducted.
- (c) Detail method/s of identifying deficiencies before performance becomes unacceptable in accordance with this Performance Work Statement;
- (d) Detail how Contractor personnel will be trained;
- (e) Detail how survey administration will be tracked and maintained;
- (f) Review services to be examined for quality;
- (g) Specify forms to be used. The Contractor shall maintain a quality control file of all inspections, to include corrective actions taken. The file shall be available in electronic (Microsoft Word or other format that the government can use without incurrence of additional expense) and paper format. The file shall be subject to Government Review at the Government's discretion by the Contracting Officer, COR or other Government official appointed by the Contracting Officer. The Contractor shall provide status reports on the quality or progress towards delivering quality items on a monthly (input monthly, bi-weekly, quarterly etc...) basis. Reporting frequency may be adjusted by the Contracting Officer or COR based upon his/her confidence in the Contractor's performance level of accomplishing the required tasks. The Contractor shall provide status reports via the method (e.g., electronic or paper) requested by the Project Manager. (End of clause.)

**3.1.7.2 Organizational Conflicts of Interest (August 1997)**

a) By submitting and offer or proposal the offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the TSA Acquisition Management System, "Organizational Conflicts of Interest", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The TSA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the judgment of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract. (e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

(End of clause)

**3.2.2.3.37 Notification of Ownership Changes (August 2002)**

(a) The Contractor shall make the following notifications in writing.

(1) When the Contractor becomes aware that a change in its ownership has occurred or is certain to occur which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer within 30 days.

(2) The Contractor shall also notify the Contracting Officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall:

(1) maintain current, accurate, and complete inventory records of assets and their costs;

(2) provide the Contracting Officer or designated representative ready access to the records upon request;

(3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract when it is anticipated that cost or pricing data will be required or for which any preaward or postaward cost determination will be subject to the contract.

(End of clause)

#### **3.2.2.3.73 Shipping Spare Parts (January 2002)**

When shipping spare parts, the contractor shall include with the shipment a packing list. The packing list shall include at least the following information for each different item shipped: noun name, part number, quantity, unit price, and national stock number (if available).

#### **3.2.2.3.75 Requests for Contract Information (April 2002)**

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

[End of Clause]

#### **3.2.2.3.76 Representation – Release of Contract Information (April 2002)**

(a) Any contract resulting from the issuance of this Screening Information Request (SIR) may be the subject of a request for release pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the offeror's response to this SIR relative to potential release of information contained in any resultant contract is set forth at (c) below.

**(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--**

The offeror represents that--(1)[ ] It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2) It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The offeror represents that [ X ] its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the offeror represents that--(1)[ X ] It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

[End of Provision]

**3.2.5.1 Officials Not to Benefit (April 1996)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

(End of clause)

**3.2.5.8 Whistleblower Protection for Contractor Employees (April 1996)**

The contractor agrees not to discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to a Member of Congress, or an authorized official of an agency or of the Department of Justice, relating to a violation of law related to this contract (including the competition for or negotiation of a contract). Definitions: (1) "Authorized official of the agency" means an employee responsible for contracting, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to TSA procurement or the subject matter of the contract. (2) "Authorized official of the Department of Justice" means any person responsible for the investigation, enforcement, or prosecution of any law or regulation.

(End of clause)

**3.6.2.4 Walsh-Healey Public Contracts Act (August 2002)**



If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey public Contracts Act, as amended (41 U.S.C.35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 U.S.C. Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

#### **3.6.2.35 Prevention of Sexual Harassment (August 1998)**

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

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

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

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

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

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

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

### 3.6.3.6 Notice of Radioactive Materials

(a) The Contractor shall notify the Contracting Officer or designee, in writing, seven days\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

- (1) Be submitted in writing;
- (2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and Labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

\*The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

### 3.6.3.8 Ozone-Depleting Substances

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"Warning Contains (or manufactured with, if applicable) [Contractor to insert information], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

(End of clause)

### 3.6.3.15 Material Requirements

(a) Definitions:

- (1) New as used in this clause, means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" as used in this clause, means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" as used in this clause, means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" as used in this clause, means factory rebuilt to original specifications.
- (5) "Virgin material" as used in this clause, means?
  - (i) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(ii) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) The Contractor agrees to provide supplies that are new, reconditioned, or remanufactured, as defined in this clause, unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

### **3.9.1-3 Protest (May 2003)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS RFI/RFP (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Transportation Security Administration's (TSA) Request For Information/Request For Proposals (RFI/RFPs) or awards of contracts shall be resolved through the dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA), and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

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

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award a TSA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a RFI/RFP that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the TSA Integrated Business Team, not later than five (5) business days after the date on which the Business Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution, AGC-70  
Federal Aviation Administration  
800 Independence Avenue S.W. Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290, Facsimile: (202) 267-3720
- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the RFI/RFP for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

**(End of provision)**

#### **3.10.1.24 Notice of Delay (November 1997)**

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 the notice is required, the Contracting Officer may extend the time specified in the Schedule for the period determined in the best interest of the Government.

**(End of clause)**

#### **3.10.2.6 Subcontracts for Commercial Items**

##### **I. Definition.**

(a) "Commercial item," as used in this clause, means:

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph I(a)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a pending Government contract;

(3) Any item that would satisfy a criterion expressed in paragraphs I(a)(1) or (a)(2) of this clause, but for--

- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) 'Minor' modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications

means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor.

(4) Any combination of items meeting the requirements of paragraphs I(a)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance, services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs I(a)(1), (2), (3), or (4) of this clause, and if the source of such services--

- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed, under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs I(a)(1) through (a)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(b) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

II. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

III. Notwithstanding any other clause of this contract, the Contractor is not required to include any TSA Acquisition Management System provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices, in a subcontract at any tier for commercial items or commercial components:

- (a) Equal Opportunity (E.O. 11246);
- (b) Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (c) Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (d) Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)  
(flow down not required for subcontracts awarded beginning May 1, 1996).

IV. The Contractor shall include the terms of this clause, including this paragraph IV, in subcontracts awarded under this contract.

(End of clause)

### **3.10.3.1 Definitions – Government Property (December 1997)**

- (a) Accessory item - an item that facilitates or enhances the operation of plant equipment but which is not essential for its operation.
- (b) Agency-peculiar property - Government-owned personal property that is peculiar to the mission of an agency (e.g., military or space property). It excludes Government material, special test equipment, special tooling, and facilities.
- (c) Auxiliary item - an item without which the basic unit of plant equipment cannot operate.
- (d) Common item - material that is common to the applicable Government contract and the Contractor's other work.
- (e) Contractor-acquired property (CAP) - property acquired or otherwise provided by the Contractor for performing a contract and to which the Government has title.
- (f) Contractor inventory –
  - (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
  - (2) Any property that the Government is obligated or has the option to take over under any type of contract as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
  - (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.



(g) Custodial records - written memoranda of any kind, such as requisitions, issue hand receipts, tool checks, and stock record books, used to control items issued from tool cribs, tool rooms, and stockrooms.

(h) Discrepancies incident to shipment - all deficiencies incident to shipment of Government property to or from a Contractor's facility whereby differences exist between the property purported to have been shipped and property actually received. Such deficiencies include loss, damage, destruction, improper status and condition coding, errors in identity or classification, and improper consignment.

(i) Facilities - when used in other than a facilities contract, means property used for production, maintenance, research, development, or testing. It includes plant equipment and real property. It does not include material, special test equipment, special tooling, or agency-peculiar property.

(j) Facilities contract - a contract under which Government facilities are provided to a Contractor or subcontractor by the Government for use in connection with performing one or more related contracts for supplies or services. A "related contract" as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized. It is used occasionally to provide special tooling or special test equipment. Facilities contracts may take any of the following forms:

- (1) Facilities acquisition contract providing for the acquisition, construction, and installation of facilities.
- (2) Facilities use contract providing for the use, maintenance, accountability, and disposition of facilities.
- (3) A consolidated facilities contract, which is a combination of facilities acquisition and a facilities use contract.

(k) Government-furnished property (GFP) - property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

(l) Government production and research property - Government-owned facilities, Government owned special test equipment, and special Blank Sidetooling to which the Government has title or the right to acquire title.

(m) Government property - all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and Contractor-acquired property as defined in this section.

(n) Individual item record - a separate card, form, document or specific line(s) of computer data used to account for one item of property.

(o) Line item - a single line entry on a reporting form that indicates a quantity of property having the same description and condition code from any one contract at any one reporting location.

(p) Material - property that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing a contract. It includes assemblies, components, parts, raw and processed materials, and small tools and supplies that may be consumed in normal use in performing a contract.

(q) Nonprofit organization - any corporation, foundation, trust, or institution operated for scientific, educational, or medical purposes, not organized for profit, and no part of the net earnings of which inures to the benefit of any private shareholder or individual.

(r) Nonseverable - when related to Government production and research property, means property that cannot be removed after erection or installation without substantial loss of value or damage to the property or to the premises where installed.

(s) Personal property - property of any kind or interest in it, except real property, records of the Federal Government, and naval vessels of the following categories: battleships, cruisers, aircraft carriers, destroyers, and submarines.

(t) Plant clearance - all actions relating to the screening, redistribution, and disposal of Contractor inventory from a Contractor's plant or work site. The term 'Contractor's plant' includes a Contractor-operated Government facility.

(u) Plant clearance officer - an authorized representative of the Contracting Officer assigned responsibility for plant clearance.

(v) Plant clearance period - the period beginning on the effective date of contract completion or termination and ending 90 days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules for each property classification. The final phase of the plant clearance period means that period after receipt of acceptable inventory schedules.

(w) Plant equipment - personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

(x) Precious metals - uncommon and highly valuable metals characterized by their superior resistance to corrosion and oxidation. Included are silver, gold, and the platinum group metals- platinum, palladium, iridium, osmium, rhodium, and ruthenium.

(y) Property - all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

(z) Property Administrator (PA) - an authorized representative of Contracting Officer assigned to administer the contract requirements and obligations relating to Government property.

(aa) Public body - any State, Territory, or possession of the United States, any political subdivision thereof, the District of Columbia, the Commonwealth of Puerto Rico, any agency or instrumentality of any of the foregoing, any Indian tribe, or any agency of the Federal Government.

(bb) Real property - land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

(cc) Reportable property - Contractor inventory that must be reported for screening in accordance with this subpart before disposition as surplus, to a separate contract or to a special contract requirement governing their use or disposition.

(dd) Reporting activity - the Government activity that initiates the Standard Form 120, Report of Excess Personal Property (or when acceptable to GSA, by data processing output).

(ee) Salvage - property that because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(ff) Scrap - personal property that has no value except for its basic material content.

(gg) Screening completion date - the date on which all screening required by this subpart is to be completed. It includes screening within the Government and the donation screening period.

(hh) Serviceable or usable property - property that has a reasonable prospect of use or sale either in its existing form or after minor repairs or alterations.

(ii) Special test equipment - either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.

(jj) Special tooling - jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

(kk) Stock record - perpetual inventory record which shows by nomenclature the quantities of each item received and issued and the balance on hand.

(ll) Summary Record - a separate card, form, document or specific line(s) of computer data used to account for multiple quantities of a line item of special tooling, special test equipment, or plant equipment costing less than \$5,000 per unit.

(mm) Surplus property - Contractor inventory not required by any Federal agency.

(nn) Surplus release date (SRD) - the date on which screening of personal property for Federal use is completed and the property is not needed for any Federal use. On that date, property becomes surplus and is eligible for donation.

(oo) Termination inventory - any property purchased, supplied, manufactured, furnished, or otherwise acquired for the performance of a contract subsequently terminated and properly allocable to the terminated portion of the contract. It includes Government-furnished property. It does not include any facilities, material, special test equipment, or special tooling that are subject to a separate contract or to a special contract requirement governing their use or disposition.

(pp) Utility distribution system - includes distribution and transmission lines, substations, or installed equipment forming an integral part of the system by which gas, water, steam, electricity, sewerage, or other utility services are transmitted between the outside building or structure in which the services are used and the point of origin, disposal, or connection with some other system. It does not include communication services.

(qq) Work-in-process - material that has been released to manufacturing, engineering, design or other services under the contract and includes undelivered manufactured parts, assemblies, and products, either complete or incomplete.

(End of clause)

### **3.10.3-2/alt1 Government Property - Basic Clause Alternate I (April 2004)**

(a) Title in Government property.

(1) Fixed price contracts.

Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(3) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(a) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(4) Title to all other material shall pass to and vest in the Government upon:

(a) Issuance of the material for use in contract performance;

(b) Commencement of processing of the material or its use in contract performance; or

(c) Reimbursement of the cost of the material by the Government, whichever occurs first.

(g) Risk of loss or damage to GFP.

(3) Fixed price. The Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor (or upon passage of title to the Government under paragraph (c) of this clause). However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(End of clause)

#### **3.10.4.14 Assignment of a Quality Reliability Officer (QRO)**

The following provisions are a part of this contract.

(a) The Government's Quality Assurance Officer (QAO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality Assurance Plan (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

(b) Prior to shipment thereof, the Contractor shall submit to the QAO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QAO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QAO to be nonconforming shall be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, shall be submitted to the QAO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government shall occur at destination.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QAO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.

(d)

(e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor shall notify the designated resident QAO in writing within 2 workdays (7 workdays if there is not a resident QAO) of the time:

- (1) When contractor inspection or tests will be performed in accordance with the conditions of the contract and
- (2) When the supplies or services performed will be ready for government inspection.

(End of clause)

### **3.10.5.1 Product Improvement/ Technology Enhancement (April 1996)**

(a) At any time during the performance of a contract, a Contractor may submit, or the TSA may solicit, product improvement or technology enhancement proposals for TSA review. Contractors are encouraged to discuss product improvement or technology enhancement ideas with the TSA prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to the TSA. Discontinuance of equipment is subject to negotiations and to the TSA's written approval prior to the introduction of a substitute product.

(b) The Government is not liable for product improvement or technology enhancement proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the TSA within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals will be valid for a reasonable period of time but not less than 30 days.

(c) The TSA may approve any proposed change, in whole or in part, and, if approved, the change will be incorporated into the contract by mutual agreement. The contract modification will include an equitable adjustment for the resultant costs or savings, if any, and modify any other affected provision of the contract, if any. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

- (2) A discussion of the functions of systems, equipment, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;
- (3) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (4) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as TSA-furnished property costs, costs of related items, and costs of maintenance and operation;
- (6) A statement of the time by which work must begin on change so as to obtain the maximum benefits of the changes during the remainder of the contract;
- (7) A statement of the effect on the contract completion date or delivery schedule; and
- (8) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs.

(End of clause)

#### **3.11.27 Contract Not Affected by Oral Agreement**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

#### **3.11.28 Contractor's Invoices**

The Contractor shall submit itemized invoices as instructed by the Contracting Officer. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

#### **3.13-8 Foreign Nationals as Contractor Employees (February 2000)**

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(End of Clause)

### 3.14.6 Pre-Employment Security Screening of Contractor Employees (July 2004)

Shall be used in all solicitations and business agreements (for example: contracts, interagency agreements, simplified acquisitions, and commercial item acquisitions) in which contractor employees will work on site at a TSA facility, inclusive of all airports nationwide.

A. All employees assigned to work in a Transportation Security Administration (TSA) facility, inclusive of all airports nationwide, under this contract will be required to undergo a pre-employment security screening investigation prior to being permitted to report to work. The Contractor shall ensure that each employee meets the following criteria:

- 1) Contractor employees must be US Citizens or Legal Permanent Residents. Only US Citizens can access TSA's Information Technology (IT) Systems.
- 2) Contractor employees must undergo a favorable Background Investigation.
  - a) The following Background Investigation Security Paperwork must be completed by the contractor employee and given to the Contracting Officer's Technical Representative (COTR) at least thirty-five (35) days prior to the employment start date:
    - 1) Standard Form (SF) 86, Questionnaire for National Security. (The SF 86 is available at [www.opm.gov](http://www.opm.gov) under standard forms.)
    - 2) Form FD 258, Fingerprint Cards. (Two (2) original Fingerprint Cards are required to be completed and signed by the person taking the fingerprints. Fingerprints can be taken by local law enforcement agencies.)
    - 3) TSA Form 2201, Fair Credit Reporting Act Form.
  - b) The COTR will submit the Background Investigation Security Paperwork to the TSA Credentialing Program Office (CPO). This submission must take place at least thirty (30) days prior to the employment start date.
  - c) When a contractor employee voluntarily or involuntarily leaves his/her employment under a contract with TSA, the contractor must obtain and return the contractor employee's badge to the COTR on the contractor employee's last day of work at a TSA facility, inclusive of all airports nationwide. The COTR will return the contractor employee's badge to the Office of Security, Physical Security Division.

B. As stated above, contractor employees requiring staff-like access to TSA facilities on a recurring basis (more than 14 days per year) must have a favorably adjudicated fingerprint based



criminal history record check, credit check and search of the Office of Personnel Management, Security/Suitability Investigations Index, prior to being issued a permanent TSA Headquarters photo access pass. COTRs should advise the Office of Security, Physical Security Division, if the contract on which the contractor is working will last 90 days or less. Record checks may be conducted prior to or concurrently with a National Agency Check and Inquiries and Credit (NACIC) investigation. The NACIC is the minimum investigative standard for TSA contractor employees.

C. Contractor employees requiring temporary facility access for one to fourteen days or facility maintenance, routine delivery, etc., require only a fingerprint check and/or National Crime Information Center (NCIC) records check.

D. A contractor that participates in the National Industrial Security Program (NISP) may, through their COTR certify, in writing, that their employees have met the standard defined in Paragraph B. above.

**PART III - SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b>ATTACHMENT</b>	<b>TITLE</b>
J-1	CDRLs and DIDs
J-2	Metrics and Inventory Overview
J-3	TSA STDO ILS RMA Metrics Definitions
J-4	TSA STDO ILS RMA Metrics Tutorial
J-5	SE Inventory and Airport Operational Hours
J-6	Maintenance Requirements Document
J-7	Security Requirements Document
J-8	Property Requirements Document
J-9	FMI Process Document
J-10	FMI Master List

**Section K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

Offeror shall complete and return this section to the Contracting Officer prior to Contract Award.

**3.2.2.3-10 Type of Business Organization (April 1996)**

The offeror, by checking the applicable box, represents that--

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as  individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_

(country)

(End of Provision)

**3.2.2.3-15 Authorized Negotiators (April 1996)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: \_\_\_\_\_ [list names, titles, and telephone numbers of the authorized negotiators].

(End of Provision)

**3.2.2.3-23 Place of Performance (April 1996)**

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR),  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance  
(Street, Address, City,  
County, State, Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Offeror

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of Provision)

**3.2.2.3-70 Taxpayer Identification (August 1998)****(a) Definitions.**

- (1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

**(c) Taxpayer Identification Number (TIN).**

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other State basis. \_\_\_\_\_

**(d) Corporate Status.**

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

### 3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not  within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of Provision)

#### **3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**

The offeror represents as a part of this offer that the offeror is  or is not  a regular dealer in, or is

or is not  a manufacturer of, the supplies offered.

(End of Provision)

#### **3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It  has,  has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It  has,  has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

#### **3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)**

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

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

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

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

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

(End of provision)

#### **SMALL BUSINESS PROGRAM REPRESENTATIONS (August 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$21,000,000.

#### **(b) Representations.**

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

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

(1) Means a small business concern-

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

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.



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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**(End of Provision)**