

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	OF	PAGES
		1	33
2. CONTRACT (Proc. Inst. Ident.) NO. HSTS04-05-C-RED026	3. EFFECTIVE DATE SEE BLK 20C.	4. PURCHASE REQUEST/PROJECT NO. 21-05-205RED026	
TRANSPORTATION SECURITY ADMINISTRATION (TSA) 701 SOUTH 12 <sup>TH</sup> STREET, TSA-25 ARLINGTON, VIRGINIA 22202		6. ADMINISTERED BY (If other than 5.1)	

ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code)

SECURELOGIC Inc.  
40 Wall St. , 58<sup>th</sup> Floor  
New York, NY 10005

Attn: Shalom Dolev

FOB ORIGIN  OTHER (See below)  
FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **G.4**

11. SHIP TO/MARK FOR <b>SEE SECTION D.2</b>	WILL BE MADE BY <b>SEE SECTION G.4</b>
--	---

TYPE FOR USING OTHER FULL AND OPEN COMPETITION:  
 10 U.S.C. 2304(c)(5)     41 U.S.C. 253(c)( )

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>SEE SECTION B.4</b>				<b>SEE SECTION B.4</b>



15G. TOTAL PRICE AND **\$TBN**

**16. TABLE OF CONTENTS**

#	DESCRIPTION	PAGE(S)	#	DESCRIPTION	PAGE(S)	
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

<p>17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 3 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. (Attachments are listed herein.)</p>	<p>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) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.</p>
---	---

<p>19A. NAME AND TITLE OF SIGNER (Type or print) <b>Shalom Dolev</b> VP Security Systems 19B. SecureLogic Inc</p> <p style="text-align: center;"> (Signature of person authorized to sign)</p>	<p>20A. NAME OF CONTRACTING OFFICER <b>Jamie Thompson</b> CONTRACTING OFFICER</p> <p style="text-align: center;"> (Signature of Contracting Officer)</p> <p style="text-align: right;">26 July 2005</p>
---	---

**PART I - SECTION B  
SUPPLIES OR SERVICES AND SCHEDULE OF PRICING**

- B.1 The Contractor shall furnish all hardware, software, training and technical support for the Pilot iSCREEN System Lobby Baggage Screening Project.
- B.2 All efforts are to be performed on the basis of Firm Fixed Price (FFP) as outlined in section B.4.
- B.3 The total firm fixed-price for performance under this contract is \$350,000.
- B.4 Contract Line Item Numbers (CLINs) are listed below. The contractor must submit pricing for CLINS 0001A – K to ensure proper evaluation of the requirement. However, upon contract award, CLIN 0001 will reflect a "LOT" Price and CLINS 0001A – K will be Not Separately Priced (NSP).

CLIN	Description	Type	Qty	Unit Price	Total Price
0001	Delivery of the iSCREEN Lobby Baggage System (LBS), which includes all hardware, software and material required for operational installation.	FFP	1	Lot	\$350,000
0001A	Site Survey (up to 3 terminals)	FFP	1	Lot	NSP
0001B	Functional Requirements Specification and System Detailed Design Document	FFP	1	Lot	NSP
0001C	Functional Operator Interface Screens Screening Nodes (SN) and Security Management Console (SMC)	FFP	1	Lot	NSP
0001D	Critical Design Review (CDR)	FFP	1	Lot	NSP
0001E	iSCREEN Test Plan and Procedures which shall include a recommendation of a proposed pilot demonstration period	FFP	1	Lot	NSP
0001F	Initial iSCREEN LBS (Off-site System Installation and Configuration)	FFP	1	Lot	NSP
0001G	Factory Test and Report	FFP	1	Lot	NSP

CLIN	Description	Type	Qty	Unit Price	Total Price
0001H	Infrastructure Site Readiness Coordination and Inspection	FFP	1	Lot	NSP
0001I	On-site System Installation and Configuration	FFP	1	Lot	NSP
0001J	Evaluation of Phase 1 (Data Collection and Analysis)	FFP	1	Lot	NSP
0001K	Final Report	FFP	1	Lot	NSP
<b>0002</b>	<b>Development of iSCREEN Training Program, which shall include Operation Manuals</b>	FFP	1	Lot	NSP
0002A	On-site Training of iSCREEN LBS	FFP	1	Lot	NSP
<b>0003</b>	<b>Technical Support</b>	FFP			
0003A	Engineering Labor	FFP	Hours		NSP
	Project Manager	FFP	395	Hours	NSP
	Technical Manager	FFP	401	Hours	NSP
	System Engineer I	FFP	317	Hours	NSP
	System Engineer II	FFP	168	Hours	NSP
	Monitoring Subsystem	FFP	350	Hours	NSP
	Screening Subsystem	FFP	300	Hours	NSP
	Senior Software Developer	FFP	85	Hours	NSP
0003B	Other Direct Costs	FFP			NSP
0003C	Travel	FFP			NSP

NSP – Not Separately Priced – The price for performance of the above items identified with NSP is included in the CLIN 0001 price.

**PART I - SECTION C  
SCOPE OF WORK**

**PILOT EVALUATION OF iSCREEN SYSTEM LBS SYSTEM**

**1.0 BACKGROUND**

The objective of this pilot is to evaluate iSCREEN technology and determine if such technology will improve checked baggage screening solutions. Currently, the primary baggage screening process approach is based on the use of a hybrid combination of Explosive Detection System (EDS) and Explosive Trace Detection (ETD) machines. Priority is given to screening as many bags as possible using EDS. The ETD machines are used for alarm resolution. The hybrid screening operation generates significant managerial and control challenges.

Changing demand and evolving requirements for faster, more efficient screening services with reduced TSA operational expenditures (including staffing) impose a significant challenge to Department of Homeland Security (DHS). TSA has identified several needs and shortfalls within the Aviation Checked Baggage initiative. Specifically, capability shortfalls and technological opportunities associated with terminal passenger baggage screening flow have been identified.

**2.0 PURPOSE**

The purpose of this effort is to determine if the development of the iSCREEN system is effective in addressing the following:

- Reduced passenger processing times.
- Improved data retrieval and management for informed decision-making.
- 30% reduction in passenger processing times during peak travel hours.
- In coordination with the Chief Information Office (CIO) Information Technology system architecture planners, implement screener and equipment data management via a system architecture that will provide managers with the ability to assess timely system performance and make informed decisions and adjustments as required.
- Improve TSA checked baggage screening and surveillance systems command and control infrastructure.
- Improve TSA tools for control, audit and process analysis of in-lobby baggage screening operations.
- Provide processing duration and clearing time for screened bags
- Continuation of operational evaluation of new integrated checked baggage sensor technologies at pilot airports through airport projects such as those managed by the National Safer Skies Program.

### **3.0 OBJECTIVE**

The contractor shall customize the Search Room Module portion of their In-line Baggage Handling System as a control management and audit solution for lobby screening node operations.

This system will address the needs and shortfalls as identified above. The contractor shall focus on conducting a "Pilot Demonstration" of the iSCREEN Lobby Baggage System (LBS) which will be utilized for screening process control and management through the automation of load monitoring, queue balancing and time optimization.

The four (4) objectives for this contract are as follows:

- Demonstrate the operation of the iSCREEN LBS at the contractor's facility.
- Conduct a Pilot Demonstration of the iSCREEN LBS integrated with existing airport equipment at the Fort Lauderdale International (FLL) Airport.
- Measure performance relating to passenger/baggage processing times, screening efficiency and affectivity and screening resources utilization (workforce and equipment) prior to and after system installation.
- Develop and provide operator training required for the operation of the iSCREEN LBS in a pilot environment.

### **4.0 REQUIREMENTS**

The contractor shall customize, install and deploy the iSCREEN Lobby Baggage Screening (LBS) system in an operational screening node at Fort Lauderdale International Airport (FLL). The contractor shall implement the iSCREEN LBS in two (2) Phases as follows:

#### **4.1 PHASE I: SUPPLY AND INSTALLATION (CLIN 0001)**

Task 1: Conduct a Site Survey at airport terminals designated by the TSA (up to 3 terminals) (CLIN 0001A)

Note: TSA has determined the first site to be Fort Laderdale, Florida (FLL). If required, other sites will be identified at a later date by TSA.

The contractor shall conduct a site survey of up to three (3) airport terminals designated by the TSA to evaluate the suitability of the local conditions e.g number and configuration of the screening nodes, screening processing flow, type and amount of screeners and screening equipment, size and space, communication infrastructure.

Deliverable: Site Survey Report shall include a comparative report on the suitability of the candidate terminal(s) for the pilot and recommendation on the optimal selection - 20 days after award.

Task 2: Requirements Analysis and System Design (CLIN 0001B)

The contractor shall formulate the functional requirement specifications of the iSCREEN LBS. The contractor shall also develop a system design document to meet the functional requirements. Both documents will be reviewed and approved by the Government within seven (7) days upon receipt.

Deliverable: 1) Functional Requirements Specification – 20 days after award.  
2) Detailed System Design Document – 45 days after award.

Task 3: Provide iSCREEN LBS Screening Nodes (SN) User Interface Screens (CLIN 0001C)

The contractor shall customize the Search Room Module (SRM) feature of the existing In-Line Baggage Handling System (IBHS) in accordance with the Government approved functional requirements specification and detailed system design document. In addition, the contractor shall incorporate recommendations resulting from the TSL/Human Factors evaluation of the iSCREEN LBS User Interface screens.

Deliverable: iSCREEN Functional Operator Interface Screens and unit (SN) level test and report - 105 days after award.

Task 3a: Provide iSCREEN LBS Security Management Console (SMC) User Interface Screens (CLIN 0001C)

The contractor shall customize the Search Room Monitoring Module (SRMM) feature of the existing In-Line Baggage Handling System (IBHS) in accordance with the Government approved functional requirements specification and detailed system design document for the Security Management Console (SMC). In addition, the contractor shall incorporate recommendations resulting from the TSL/Human Factors evaluation of the iSCREEN LBS SMC User Interface screens.

Deliverable: Functional Operator Interface Screens and unit (SMC) level test and report - 135 days after award.

Task 4: Critical Design Review (CDR) (CLIN 0001D)

The contractor shall hold a CDR at the Transportation Security Laboratory (TSL) to review and obtain approval for the proposed design of the iSCREEN LBS as documented in the Detailed Design Document (Task 2). As a minimum, the CDR shall cover the functional specifications, detailed system design, user interface and test plan.

Deliverable: Electronic copy of SN and SMC Operator Interface Screens - 60 days after award.

Task 5: Test Plan and Test Procedures (CLIN 0001E)

The contractor shall develop a test plan and test procedures that describe the Pilot Demonstration that will be conducted at both the contractor's facility and the Pilot site (Fort Lauderdale) to illustrate the proper operation of the iSCREEN LBS.

Deliverable: 1) iSCREEN Test Plan – 45 days after award.  
2) iSCREEN Test Procedures Document – 60 days after award.

Task 6: Initial iSCREEN LBS (Off-site (Factory) System Installation and Configuration) (CLIN 0001F)

The contractor shall install and configure all system hardware and software required to verify proper operation of the iSCREEN LBS in a factory environment.

Deliverable: Initial iSCREEN LBS - 150 days after award.

Task 7: Off-site (Factory) System Testing and Reporting (CLIN 0001G)

The contractor shall verify proper operation of the system in a factory environment prior to the Pilot Demonstration. The contractor shall document and provide a factory test report for Government approval which shall include all factory test results prior to the deployment of the iSCREEN LBS. This report will be reviewed and approved by the Government within three (3) working days upon receipt.

Deliverable: Factory Test Report - 5 days after completion of Factory Testing.

Task 8: Infrastructure and Site Readiness Inspection (CLIN 0001H)

The contractor shall conduct an infrastructure and site readiness inspection to verify that all the components required from sources other than the contractor for the installation of iSCREEN e.g. power, communication, are ready. LAN or VAN connection between the screening nodes and the SMC may be provided by the airport. However, if the airport's communication infrastructure is not available for use in the pilot, the contractor shall be responsible for providing the LAN and necessary components. If that is the case, the contractor shall supply and install a fully operational standard LAN connecting each workstation to the server for every Screening Node on site. This shall include network adapters, Ethernet switch with 8 ports, and all required networking cables and connectors.

Deliverable: Infrastructure Site Readiness and Inspection performed by the Government - 155 days after award.

Task 9: On-site (Fort Lauderdale) System Installation and Configuration (CLIN 0001I)

Upon successful completion of Task 6, the contractor shall supply and install a fully operational standard LAN connecting all workstations to the server for each Screening Node. The contractor shall supply all hardware identified in Attachments J-1 and J-2, respectively.

Deliverable: Due 170 days after award.

Task 10: Evaluation of Phase I (Data Collection and Analysis) (CLIN 0001J)

At the completion of Phase I, the Government will conduct an on-site evaluation of the iSCREEN LBS to determine the successful completion of Phase I on-site tasks in accordance with Attachment J-4, Phase I evaluation criteria.

Deliverable: Government Site Evaluation - 170 days after award. The contractor shall demonstrate to TSA that the basic connectivity is in place and all components are delivered, working properly and ready for Phase II.

Task 11: Develop a Training Program (CLIN 0001K)

The contractor shall develop a training plan. The contractor shall supply, define, develop training materials for operation of the iSCREEN IBS. This training program will be designed specifically for TSL Screeners, Supervisors and Security Directors. The contractor shall also develop an operational manual to include a description and operation of the system.

Deliverable: Training materials and Operational Manual - 80 days after award.

Task 11a: On-Site Training (CLIN 0002)

The contractor shall provide on-site training for all users and operators identified by TSL within 10 days of installation of the iSCREEN LBS. The training shall be in accordance with the Operation Manual developed under Task 11.

Deliverable: On-Site Training - 180 days after award.

**4.2 PHASE II: EFFECTIVENESS EVALUATION (CLIN 0003)**

Task 1: Technical Support for the Pilot Demonstration Period

The contractor shall provide on-site technical support for the operation and maintenance of the iSCREEN LBS, applications and tools, as necessary throughout Phase II of the Pilot Demonstration Period. This support shall include, but not be limited to installation of software enhancements, test and evaluation, training and maintenance.

Deliverable: Technical Support - As required.

Task 2: Two-Stage Pilot Evaluation

- First Stage: The contractor shall characterize and document lobby check-in



performance prior to implementation of iSCREEN LBS. The contractor shall identify performance parameters that will be affected by the implementation of the iSCREEN LBS and shall document the findings. The proposed Pilot Demonstration Period and parameters of the baseline test shall be included in the Test Plan.

- Second Stage: The contractor shall demonstrate the iSCREEN's LBS capabilities. The contractor shall demonstrate the overall EDS passenger/baggage processing times following installation of the iSCREEN LBS. The proposed Pilot Demonstration Period and parameters of the demonstration shall be included in the Test Plan.

Deliverable: Recommendation of a Proposed Pilot Demonstration Period shall be included in the Test Plan – 45 days after award (See Phase I, Task 4, iSCREEN Test Plan).

Task 3: Contractor Self Evaluation and Analysis

The contractor shall conduct a self-evaluation and analysis of the iSCREEN LBS to determine the impact of the iSCREEN system installation on EDS screening performance. The results of this evaluation shall be included in the Final Test Report

Deliverable: Evaluation of iSCREEN LBS. Results are to be addressed in the Final Report (See Phase II, Task 5, Final Report) – 255 days after award.

Task 4: System Updates and Regression Testing

The contractor shall develop and install updates to the system as required to correct issues identified under Task 3 (Contractor Self Evaluation and Analysis).

Deliverable: System Revisions - As Required.

Task 5: Final Report (CLIN 0001K)

The contractor shall provide a final report that includes statistics relating to the performance of the in-lobby screening operations prior to and following the iSCREEN LBS integration. The analysis of the pilot results shall be included.

Deliverable: Final Report - 255 days after award.

5.0 TRAVEL (CLIN 0003C)

Temporary travel duty will be required in support of this effort. Travel to FLL to conduct on-site data collection, system installation and pilot testing and evaluation is required. The contractor will be required to have prior written authorization from the COTR and/or the CO.

TRAVEL REQUEST – Five (5) days prior to any travel associated with the iSCREEN Pilot

project, the contractor must submit a travel request that defines purpose of the trip as well as all costs associated with it for TSA approval.

**PART I - SECTION D  
PACKAGING AND MARKING**

**D.1 PRESERVATION, PACKING, AND PACKAGING**

Preservation, packing, and packaging for all items delivered hereunder shall be in accordance with the best commercial practices to ensure arrival at the specified destination(s) in an undamaged condition.

**D.2 MARKING OF SHIPMENTS**

All deliverables shall cite the Transportation Security Administration (TSA) as the contracting agency, and shall be clearly marked with the contract number and the POC.

**D.3 F.O.B. DESTINATION**

All contractor deliverables such as reports or related correspondence being shipped to the TSA Contracting Officer and/or the COTR shall be shipped F.O.B. destination.

**PART I - SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE  
(FEBRUARY 2003)**

This contract incorporates by reference one or more clauses listed below 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.

**TRANSPORTATION SECURITY ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM  
(TSAAMS) CLAUSES**

<u>Reference</u>	<u>Title</u>	<u>Date</u>
3.10.4-2	Inspection of Supplies—Fixed-Price	February 2003
3.10.4-5	Inspection--Time-and-Material and Labor-Hour	February 2003

**E.2 INSPECTION AND ACCEPTANCE**

The Contracting Officer, or his duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all material, data or, services to be provided. In this regard, the Government Contracting Officer's Technical Representative (COTR)(see clause G.1) is an authorized Technical Representative of the Contracting Officer.

## DELIVERIES OR PERFORMANCE

### F.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (FEBRUARY 2003)

This contract incorporates by reference one or more clauses listed below 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.

#### TRANSPORTATION SECURITY ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (TSAAMS) CLAUSES

<u>Reference</u>	<u>Title</u>	<u>Date</u>
3.10.1-9	Stop-Work Order	February 2003
3.10.1-11	Government Delay of Work	February 2003

### F.2 PERIOD OF PERFORMANCE:

The period of performance for the effort will be for 255 days after contract award.

Phase I: 170 days from date of award  
Phase II: 85 days from completion of Phase I.

### F.3 PLACE OF PERFORMANCE

The place of performance shall be at the contractor's facility and Fort Lauderdale International (FLL) Airport.

### F.4 DELIVERY SCHEDULE AND DELIVERABLES

TSA will review all deliverables in accordance with Section 4.0, Task Requirements. The contractor shall submit status reports on the 15th of each month. The reports shall be provided electronically and shall identify all activities undertaken for the period reported. This report shall also include a current schedule for the project that indicates any deviations from initial schedule. This report shall also include a current schedule for the project that indicates any deviations from initial schedule. Original of all deliverables should go to the COTR and a copy to the Contracting Officer.

Phase/Task No.	Deliverable	Due Date	Place of Delivery
1, 2/ Section F.4	Status Reports	15 <sup>th</sup> of each month	COTR/CO
1, 2/Section 6.	Travel Request	5 days prior to trip date	COTR
1/Task 1	Site Survey Report	20 days after award	COTR/CO
1/Task 2	Functional Requirements Specification	20 days after award	COTR/CO
1/Task 2	Detailed System Design document	45 days after award	COTR/CO
1/Task 3 & 3a	<ul style="list-style-type: none"> <li>• Functional Operator Interface Screens &amp; unit (SN) level test and report; and</li> <li>• Functional Operator Interface Screens and unit (SMC) level test and report</li> </ul>	<ul style="list-style-type: none"> <li>• 105 days after award</li> <li>• 135 days after award</li> </ul>	COTR
1/Task 4	Critical Design Review (CDR)	60 days after award	TSL
1/Task 5	iSCREEN Test Plan, which shall include the recommendation of a proposed pilot demonstration period.	45 days after award	COTR
1/Task 6	iSCREEN Test Procedures	60 days after award	COTR/CO
1/Task 7	Initial iSCREEN LBS (Off-site System Installation and Configuration)	150 days after award	COTR
1/Task 8	Factory Test Report	5 days after completion of factory testing	COTR/CO
1/Task 9	Infrastructure Site Readiness and Inspection	155 days after award	FLL
1/Task 10	On-Site System Installation and Configuration	170 days after award	FLL
1/Task 10	Evaluation of Phase I (Data Collection and Analysis)	170 days after award	COTR
1/Task 11	iSCREEN LBS Training Material and Operational Manual	80?? days after award	COTR
1/Task 11a	On-site Training of the iSCREEN LBS	180 days after award	FLL
2/Task 5	Final Report, which shall include the contractor self evaluation and analysis of Pilot Results	255 days after award	COTR/CO

**F.5 NOTICE REGARDING LATE DELIVERY**

In the event the Contractor anticipates difficulty in complying with the delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

**PART I – SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 AUTHORITY – CONTRACTING OFFICER, CONTRACTING OFFICER'S REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER**

- a. Contracting Officer - The Contracting Officer for administration of this contract is Jamie Thompson, 571 227-1877, 571.227.2913 (fax), Jamie.Thompson@dhs.gov(email), 701 South 12<sup>th</sup> Street, TSA-25, Arlington, Virginia 22202.
- b. The Contracting Officer, is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the contracting officer. Any changes made by the contractor at the direction of any person other than the contracting officer will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result of the change.
- c. Contracting Officer's Technical Representative - Maria Torres, Department of Homeland Security, Transportation Security Administration, WJH Technical Center, Atlantic City International Airport, Bldg. 315, NJ 08405, 609.813.2734 (office), [maria.torres@faa.gov](mailto:maria.torres@faa.gov) (email)
- d. The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is determined to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The Government may change the COTR assignment for this contract at any time without prior notice to the contractor. The contractor will be notified of the change.
- e. Contractor Point of Contact – Shalom Dolev, SecureLogic LTD. 43 Hamelacha St. POB 8722, Ind. Zone - South, Netanya Israel 42504 Tel: +972(9)8855565 email: [shalom.dolev@space-logic.com](mailto:shalom.dolev@space-logic.com)
- f. The contractor shall provide a Project Manager for this contract that has the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

## G.2 INTERPRETATION OR MODIFICATION

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect any provision of this Contract.

## G.3 FUNDING

PR NO: To be filled in upon contract award  
Accounting & Approp. Data: To be filled in upon contract award  
AMOUNT: \$TBN

## G.4 BILLING INSTRUCTIONS

Proper invoices shall contain the information required by the Prompt Payment Act, as detailed in clause 3.3.1-7, Prompt Payment (see Section I, Contract Clauses), including the contract number, applicable CLIN, quantity and place of delivery, tax identification number, period of performance and electronic funds transfer information. Contractors shall submit an original and one copy of all invoices to:

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

The contractor may bill for CLINS 0001A - M upon delivery and acceptance in accordance with Sections B.4 and F.4, respectively. Monthly invoices may be submitted for CLINS 0002A, 0003 and 0004, respectively.

## G.5 ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

In order to receive payments under this contract/award after October 1, 2002, contractors are required to register in the Central Contractor Registration (CCR) database. Information on registration in the CCR database may be found at: <http://www.ccr2000.com>.



**PART I – SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 ORDER OF PRECEDENCE**

Any inconsistency in this contract shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Representations and Other Instructions; (c) Contract Clauses; and (d) Other Documents, Exhibits, and Attachments.

**H.2 REPRESENTATIONS AND CERTIFICATIONS**

“Representations, Certifications, and Other Statements of Offerors” (as executed by the Contractor and included in its response to the Government’s Request for Proposal), shall be deemed to be incorporated herein by reference and made a part hereof.

**H.3 ALLOWABLE COSTS**

For the performance of this contract, the Contractor may be reimbursed for direct and indirect costs under CLIN 0002. –

**H.4 BILLABLE HOURS**

Contractors may invoice the Government only for hours actually worked. If weather forces closing of TSA facilities used by contractor personnel, the contractor may bill for hours affected employees work at alternate sites, such as their local offices or homes, if these arrangements are conducive to accomplishing their assignments.

**H.5 TRAVEL**

Prior to any travel associated with the iSCREEN Pilot project, the contractor must submit a travel request that defines purpose of the trip as well as all costs associated with it for advanced TSA approval. Specific travel will be identified by the COTR. The COTR and/or the CO must approve all travel. Expenses shall be in accordance with the Federal Travel Regulation (FTR). A copy of the FTR may be accessed under the following website:

[http://www.gsa.gov/gsa/cm\\_attachments/GSA\\_DOCUMENT/tr\\_091704\\_R2QA53\\_0Z5RDZ-i34K-pR.pdf](http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/tr_091704_R2QA53_0Z5RDZ-i34K-pR.pdf).

Current per diem rates are under the following website:  
<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>.

Travel requirements under this contract shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance, to the extent

practicable; to take advantage of offered discount rates, unless authorized in writing by the Contracting Officer.

## H.6 LABOR CATEGORIES

The Contractor is not authorized to use any other labor categories in the performance of this contract other than specified in Section B.3, unless a contract modification is issued by the Contracting Officer.

If the performance of the requirements of this contract requires labor from a labor category that is not listed in Section B.4, the contractor shall request approval from the Contracting Officer to add an additional category.

All such requests must be submitted to the Contracting Officer in writing, and must include the title of the proposed new labor category, a detailed breakdown of the proposed rate, and an explanation of the rationale for adding this new labor category. The Contractor shall not use labor from any such proposed new labor categories until the Contracting Officer approves such action in writing.

## H.7 KEY PERSONNEL

The following is the key personnel for the overall effort of this contract.

<u>Position</u>	<u>Name</u>
Program Manager	TBD

Key personnel for the overall effort must remain assigned to the or as otherwise approved by the CO due to a change of duties, promotion, etc. Key personnel for the effort must be assigned by the Contractor.

## H.8 3.13-7 GOVERNMENT-ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS (FEBRUARY 2003)

a. It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR) and/or the Contracting Officer. When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee.

b. In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$250 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

c. The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section b. shall apply.

Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO) and COTR. Electronic keying cards are handled in the same manner as metal keys.

d. Each contract employee, during all times of on-site performance at the TSA Headquarters building(s) shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

e. To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract and the required signatures. The contractor shall submit this paperwork to the COTR and/or the Contracting Officer who will make arrangements for processing the identification cards, including photographs and lamination.

f. The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

g. The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions.

#### **H.9 EMPLOYEE TERMINATION**

The Contractor shall notify the Contracting Officer immediately whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning, or ensuring that the employees returns, all TSA-issued Contractor/Employee identification and all other TSA property.

#### **H.10 AVOIDANCE OF PERSONAL SERVICES**

The Government shall not supervise contractor employees. The Contractor shall determine work schedules and work methodology for its employees.

#### **H.11 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (AUGUST 2002)**

(a) 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.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions:

- (1) Must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested by the TSA requiring office and approved by the applicable TSA designated security office;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security investigation can be adequately conducted and completed.

#### H.12 SECTION 508

The Rehabilitation Act of 1973, as amended, ensures that Federal employees with disabilities will be able to use information technology to do their jobs and that members of the public who are seeking information from Federal sources will be able to use information technology to access the information on equal footing with people who do not have disabilities. Information on the Section 508 standards can be viewed at [www.section508.gov](http://www.section508.gov). Work performed under this contract will be subject to compliance with the standards in effect as of the date of contract award.

#### H.13 DISCLOSURE OF INFORMATION –OFFICIAL USE ONLY

- a. Any TSA Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the TSA. Requests to make such disclosure should be addressed to the TSA contracting officer.
- b. Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years or both.
- c. Contractor employees, prior to beginning work, shall sign a Non-Disclosure Agreement (NDA) to be furnished to the Contracting Officer.

#### **H.14 DOCUMENTATION**

All documentation developed by the contractor within the scope of work for this contract shall be the property of the government and can not be distributed without the written permission of the Contracting Officer.

#### **H.15 LOGO/LETTERHEAD**

The contractor shall not use the contractor's letterhead, logo, or other advertising media or methods that promote the contractor's involvement or role in the accomplishment of the iSCREEN LBS Project unless authorized in writing by the Contracting Officer.

#### **H.16 USE AND SENSITIVITY OF RECORDS**

All forms, records, reports and databases to which contractor personnel shall have access are the property of the TSA and are to be used solely for performing work described in this contract. Contractor personnel shall not use, disclose, or retain any materials except as described in this contract or as directed by the Contracting Officer and/or the Contracting Officer's Technical Representative (COTR).

#### **H.17 SOFTWARE LICENSES**

The terms and conditions for any and all software license under this contract will be in accordance with contract section I.4, Rights in Data - General (February 2003) and Attachment J-3, Rights to Data and Software Matrix.

**PART II - SECTION I  
CONTRACT CLAUSES**

**I.1 3.1-1 Clauses and Provisions Incorporated by Reference (February 2003)**

This contract incorporates by reference one or more clauses listed below 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.

- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (February 2003)
- 3.2.2.3-1 False Statements in Offers (February 2003)
- 3.2.2.3-8 Audit and Records (February 2003)
- 3.2.2.3-37 Notification of Ownership Changes (February 2003)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2003)
- 3.2.5-1 Officials Not to Benefit (February 2003)
- 3.2.5-3 Gratuities or Gifts (February 2003)
- 3.2.5-4 Contingent Fees (February 2003)
- 3.2.5-5 Anti-Kickback Procedures (February 2003)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (February 2003)
- 3.2.5-11 Drug Free Workplace (February 2003)
- 3.3.1-5 Payments Under Time-and-Material and Labor-Hour Contracts (February 2003)
- 3.3.1-12 Limitation of Cost (February 2003)
- 3.3.1-14 Limitation of Funds (February 2003)
- 3.3.1-15 Assignment of Claims (February 2003)
- 3.3.1-17 Prompt Payment (February 2003)
- 3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (February 2003)
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned Small Business Concerns (February 2003)
- 3.6.2-2 Convict Labor (February 2003)
- 3.6.2-9 Equal Opportunity (February 2003)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (February 2003)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (February 2003)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (February 2003)
- 3.6.2-28 Service Contract Act of 1965, as Amended (February 2003)
- 3.6.3-10 Certification of Toxic Chemical Release Reporting (February 2003)
- 3.8.2-11 Continuity of Services (February 2003)
- 3.10.1-7 Bankruptcy (February 2003)
- 3.10.1-14 Changes—Time and Materials or Labor Hours (February 2003)
- 3.10.1-18 Notification of Changes (February 2003)
- 3.10.3-2 Government Property – Basic Clause (February 2003)
- 3.10.3-12 Changes—Fixed-Price (February 2003)
- 3.10.4-5 Inspection—Time-and-Material and Labor-Hour (February 2003)
- 3.10.4-16 Responsibility for Supplies (February 2003)
- 3.10.6-1 Termination for Convenience of the Government (February 2003)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (February 2003)
- 3.14-5 Sensitive Unclassified Information (SUI) (April 2003)

**I.2 3.9.1-1 CONTRACT DISPUTES (FEBRUARY 2003)**

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>.

### **I.3 3.9.1-3 PROTEST (FEBRUARY 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 CLAUSE 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>.

#### **1.4 3.5-13 RIGHTS IN DATA - GENERAL (FEBRUARY 2003)**

(a) Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(4) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on

behalf of the Government. For computer software, the Contractor grants to the Government and

others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the

inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.

(3) Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under

the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been

disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized;
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data

base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**PART III - SECTION J  
LIST OF ATTACHMENTS**

<u>Page</u>	<u>Title</u>
J-1	Screening Node Hardware List
J-2	Security Management Console Hardware List
J-3	Rights to Data and Software Matrix
J-4	Evaluation Criteria for Phase I, Task 10.

**Attachment, J-1**  
**Screening Node Hardware List**

Screening Node Hardware	
Item	Quantity
Network Adapters	6
Network Hub with 8 ports	1
Networking cables and connectors	1
Lockable cabinet (40")	1
Server computer (including software)	1
Workstations computer (including software)	5
People Counting Device	2
People Counting Device Interface	1
Hand held barcode scanners	5
Laser printer	1



**Attachment, J-2  
Security Management Console (SMC) Hardware List**

SMC Hardware	
Item	Quantity
Network Adapters	2
Ethernet Switch with 16 ports	1
Lockable cabinet (40")	1
Server computer (including software)	1
Workstations computer (including software)	1
Laser printer	1

**ATTACHMENT, J-3  
RIGHTS TO DATA AND SOFTWARE**

Category	Definition	Description	Code	Rights to Software	Rights to Data

Sample Language that may be applicable to the above chart:

- COTS Software/Hardware
- Developed Software/Hardware
- Commercial License to use
- Limited Rights
- N/A

FAR (48 CFR) 53.214(a)

**ATTACHMENT, J-3  
 RIGHTS TO DATA AND SOFTWARE**

Category	Definition	Description	Code	Rights to Software	Rights to Data
<b>Proprietary System</b>	<b>US Patent pending – PCT/IL2003/00488 for “Screening system for objects in transit”</b>	Screening of objects in-transit and materials, for security purposes. Particularly, an adjustable computerized system suitable for use at airports, seaports, land terminals, distribution centers, railway terminals, border crossings or other transit terminals, in order to achieve maximal efficiency and detection reliability, by adjustment of the screening process of any specific object to its risk factor in conjunction with the characteristics of the available in-line detection equipment.	<b>IBHS®</b>	<b>SecureLogic Ltd./ SecureLogic Inc./ SpaceLogic Ltd.</b>	<b>SecureLogic Inc./user</b>
<b>Proprietary System</b>	<b>Registered Copyright - TXU1-209-061 iScreen</b>	A system that provides comprehensive control, management and audit of checked baggage screening operations deployed in the terminal lobby.	<b>iScreen LBS</b>	<b>SecureLogic Ltd. / SecureLogic Inc. / SpaceLogic Ltd.</b>	<b>SecureLogic Inc./user</b>
<b>Proprietary computer software application</b>	<b>Registered Copyright - TXU1-209-061 iScreen Manager – upper-level security screening monitoring system</b>	A comprehensive monitoring and management system for terminal Security Managers. The SMC gathers, processes and presents crucial information that is required to optimize the Search Nodes' resource utilization.	<b>SMC</b>	<b>SecureLogic Ltd. / SecureLogic Inc. / SpaceLogic Ltd.</b>	<b>SecureLogic Inc./user</b>

Category	Definition	Description	Code	Rights to Software	Rights to Data
Proprietary computer software application	Registered Copyright - TXU1-209-061 Screening Node Process Editor	Defines Screening Process Sequences (scenarios) discretely for every bag, in accordance with the specific types of screening equipment installed at the site, the screening procedures and alarm resolution protocols in effect.	SNPE	SecureLogic Ltd. / SecureLogic Inc. / SpaceLogic Ltd.	SecureLogic Inc./user
Proprietary computer software application	Registered Copyright - TXU1-209-061 Screening Node Operational Application	Optimally assigns screening scenarios to checked bags in accordance with preset security priorities, available screening resources, time-to-departure, space, workforce, and check-in queue etc.. The SNOA then monitors, manages and directs each bag through the screening process from reception to clear-for-load.	SNOA	SecureLogic Ltd. / SecureLogic Inc. / SpaceLogic Ltd.	SecureLogic Inc./user
Proprietary computer software application Database application Including data generated?	Registered Copyright - TXU1-209-061 Screening Node Statistical Application	Gathers event information received during the system run-time. This information is stored in an event table that can be used later for generating reports on-screening performance. Includes data generated by the database.	SNSD	SecureLogic Ltd. / SecureLogic Inc. / SpaceLogic Ltd.	SecureLogic Inc./user