

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 2406206DEP092

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2. CONTRACT NO.: HSTS04-06-C-DEP092

3. AWARD EFFECTIVE DATE: _____

4. ORDER NUMBER: _____

5. SOLICITATION NUMBER: _____

6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: **ADAM FREIMANIS**

8. NAME: **ADAM FREIMANIS**

9. TELEPHONE NUMBER (No collect calls): **5712273878**

10. OFFER DUE DATE/LOCAL TIME: _____

9. ISSUED BY: Security Technology
 701 S 12TH STREET
 ARLINGTON VA 22202

CODE: 04

10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):

13b. RATING: _____

14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: Security Technology
 701 S 12TH STREET
 Attn: JASON E HULL
 ARLINGTON VA 22202

CODE: TSA16

16. ADMINISTERED BY: Security Technology
 601 12TH STREET S.
 TSA 25
 ARLINGTON VA 222024202

CODE: 04

17a. CONTRACTOR/OFFEROR: RAYTHEON TECHNICAL SERVICES COMPANY LLC
 Attn: William L. Gianfagna
 12160 SUNRISE VALLEY DR
 RESTON VA 20191-3407

CODE: 112820840

18a. PAYMENT WILL BE MADE BY: Commanding Officer
 CG Finance Center
 1430A Kristina Way
 Chesapeake VA 23326-0624

CODE: 51800

TELEPHONE NO.: 703-295-2155

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 04-2305772 DUNS Number: 059175336 Contractor to provide all supplies and services in accordance with the contract line items, statement of work, and terms and conditions of the contract. Accounting Info: SAV067A000D2006SWE034GE000023003F00CTO000-3F800000 00000000-252R-TSA DIRECT-DEF. TASK-D Period of Performance: 06/28/2006 to 06/27/2007 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$3,742,717.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *William L. Gianfagna*

31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: *Beth Wann*

30b. NAME AND TITLE OF SIGNER (Type or print): **WILLIAM L. GIANFAGNA**
RTSC SENIOR MANAGER, CONTRACTS

30c. DATE SIGNED: **6/28/2006**

31b. NAME OF CONTRACTING OFFICER (Type or print): **Beth Wann**

31c. DATE SIGNED: **28 Jun 06**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	Program Management Obligated Amount: \$518,209.00	1	LO	518,209.00	518,209.00
00002	Development, Integration and Testing Obligated Amount: \$1,059,103.00	1	LO	1,059,103.00	1,059,103.00
00003	Training Obligated Amount: \$144,355.00	1	LO	144,355.00	144,355.00
00004	First-Year Support Obligated Amount: \$543,772.00 Continued ...	1	LO	543,772.00	543,772.00

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

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

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

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

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

RAYTHEON TECHNICAL SERVICES COMPANY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00005	Axeda Software Licenses and Standard Warranty Obligated Amount: \$510,300.00	1	LO	510,300.00	510,300.00
00005AA	Balance of Year 1 (Post-Standard Warranty) Obligated Amount: \$56,918.00	1	LO	56,918.00	56,918.00
00006AB	Year 2 (20% of initial license price) Obligated Amount: \$120,060.00	1	LO	120,060.00	120,060.00
00006	Extended Warranty - Axeda Gold Service Obligated Amount: \$0.00 Amount: \$0.00 (Not Separately Priced)	1	LO		
00007	Upgrade from 1350 devices to more than 15000 - 4 CPU configuration. Obligated Amount: \$790,000.00	1	LO	790,000.00	790,000.00
00008	Gold Service from 1350-15000 Obligated Amount: \$0.00 Amount: \$260,060.00 (Option Line Item)	1	LO	260,060.00	
Total amount of award: \$4,002,777.00. The obligation for this award is shown in box 26.					

**SCHEDULE OF SUPPLIES AND SERVICES
FOR
TRANSPORTATION SECURITY ADMINISTRATION
ENTERPRISE MANAGEMENT SYSTEM**

B.1 Identification of Supplies / Service

The contractor shall provide the following supplies and services in accordance with the terms and conditions of this contract, for the period identified in Section F.

B.2 Contract Line Item Numbers (CLINs)

See pages 2 through 4

B.3 Type of Contract

This Contract is a firm fixed price contract with options.

B.4 Contractor's technical and cost proposal dated May 31, 2006 is incorporated by reference.

**PERFORMANCE BASED STATEMENT OF WORK
FOR
TRANSPORTATION SECURITY ADMINISTRATION
ENTERPRISE MANAGEMENT SYSTEM**

1.0 – Scope:

The Transportation Security Administration (TSA) is initiating an effort to deploy a new, Commercial-Off-The Shelf (COTS) enterprise management system that will communicate data and images between fielded transportation security equipment (TSE) located at over 450 airports nationwide and TSA headquarters. This system will become a mission critical application that will traverse TSA's existing and future Hi-Speed Operational Connectivity (Hi-SOC) network. The scope of this Statement of Work (SOW), Security Technology Integrated Program (STIP) Phase I, will be limited to the deployment of an enterprise management solution that will communicate specific data and images to approximately 1,200 Tip Ready X-ray (TRX) systems fielded at Category X and I airports (Attachment J.3). This new enterprise management system will be the foundation for a future more encompassing system to include approximately 13,000 pieces of TSE at commercial airports nationwide. The expansion effort to support connecting the TSE beyond the 1,200 TRX systems will be addressed in a separate future Request For Proposal (RFP).

Therefore, STIP Phase I should be capable of future expansion to network additional types of security equipment and locations. Please note, future requirements that should be considered but are not required for this near-term solution are denoted as "shall be expanded to" in the STIP Phase I Functional Requirements Document (FRD) (Attachment J.1). In addition, the system should be scalable to meet future requirements that have not yet been identified. The Contractor's proposed solution and approach will be closely evaluated to determine compliance for the near-term Phase I requirements (denoted by "shall" in the attached STIP Phase I Functional Requirements Document (FRD) (Attachment J.1)), as well as its potential expansion capabilities to meet future requirements identified as "shall be expanded to" in the STIP Phase I Functional Requirements Document (FRD) (Attachment J.1).

STIP Phase I will require the collaboration of multiple parties including the Government, the Enterprise Manager Solution Provider, and the TRX original equipment manufacturers (OEMs). Specifically, the OEMs have been tasked to develop their respective systems to be compliant with the STIP Interface Requirements Document (Attachment J.2). The Contractor proposed solution addressed in this SOW shall support interoperability with the STIP Interface Requirements Document and the STIP Phase I Functional Requirements document (Attachment J.1). The Contractor will be responsible for working with these other entities in order to deliver a comprehensive solution. The table below provides the lines of demarcation regarding the various components of the STIP Phase I solution.

Item	Description	Responsible Party
Enterprise Management System	System that will manage overall enterprise comprised of approximately 1,200 TRXs	Contractor
Remote Agent	Application that will reside on the TSE in order to communicate with the Enterprise Manager System IAW with this SOW	Contractor
Government Furnished Services	To include hardware, database, and TRX systems	Government
OEM Software Interface	To include OEM developed software that will be compliant to the IRD	TRX OEMs

1.1 – Background:

TSA is responsible for protecting the Nation's transportation systems to ensure freedom of movement for people and commerce. In support of this mission, TSA is creating an enterprise management system that will enable networking of the transportation security equipment at airports nationwide. By focusing the effort on providing a networking solution for the TRX equipment, STIP Phase I will provide a baseline upon which the STIP initiative can build in the future.

1.2 – Objective:

The objective of this SOW is to identify the effort necessary to configure and provide to TSA an enterprise management solution to network TRX equipment. The Contractor shall provide a COTS solution that adheres to Industry standards including open systems architecture. As discussed above, this effort will serve as the first phase of the comprehensive Security Technology Integrated Program (STIP). This work shall include customizing the product to meet the functional requirements of the Government then developing, testing and implementing the system for integration with the TRX equipment at the Category X and I airports. The detailed requirements necessary to support these capabilities can be found in the STIP Phase I Functional Requirements Document (FRD) (Attachment J.1).

2.0 – Applicable Documents:

The following Document references should be included in any Statement of Work (SOW) documents or Specification Requirements Documents that have a security section.

- TSA MD 1400.3 Transportation Security Administration (TSA)
Management Directive No. 1400.3 - TSA Information Security Policy
- DHS 4300 A Department of Homeland Security Sensitive Systems Handbook

V3.2, October 1, 2005

- FIPS 140-2 Security Requirements for Cryptographic Modules –
December 3, 2002 (Change Notice 2)
- Public Law 107-296 Homeland Security Act of 2002 - November 25, 2002
- FISMA 2002 Federal Information Security Management Act
(FISMA) of 2002 - November 25, 2002
- Public Law 104-106 Clinger-Cohen Act of 1996 [formerly, Information
Technology Management Reform Act (ITMRA)] February 10,
1996
- HSAR Homeland Security Acquisition Regulation – December 2003

In addition, the following documents are applicable to this SOW:

- STIP Phase I Functional Requirements Document (FRD), Version 1.0, 2/03/2006
- STIP TSE Interface Requirements Document (IRD), Version 1.3, 3/03/2006

3.0 – General Requirements

The supplies and services required by this contract shall be provided in accordance with the STIP Phase I Functional Requirements Document (Attachment J.1) and this Statement of Work (SOW). The Contractor shall provide program management, system design, system engineering, test and evaluation, training, and ongoing support in accordance with (IAW) this SOW.

Data items referenced by their Contract Data Requirements List (CDRL) titles are to be performed IAW the CDRL of the same name, even when the CDRL number is not specified. All data deliverables shall be prepared and delivered IAW the corresponding CDRL items specified under the SOW requirement.

The contractor shall perform IAW all plans developed in response to this SOW and as approved by the Government. All references to the "Government" in this SOW shall mean by authority of the Contracting Officer or designee. Throughout this SOW, the requirements to "record" information or data shall be interpreted to mean "set down in a manner that can be retrieved and viewed. The result may take many forms, including, but not limited to, hand-written notes, hard-copy or electronic documents, and data recorded in CASE and project management tools. All CDRL items identified in this SOW shall be delivered to the Government in digital media

(Compact Disc Read Only Memory (CDROM) for more than 1.4 MB) compatible with the Microsoft Office suite of products, (unless otherwise specified), as well as hard copy.

The following table highlights the schedule of key program dates to be met by the Contractor.

Milestone	Due Date
Final Implementation Schedule	10 days after Contract Award
Delivery of Product	11 weeks after Contract Award
Final Sign-off	14 weeks after Contract Award

3.1 - Program Management

The Contractor shall develop and implement a Program Management Plan (PMP) to efficiently and effectively execute the requirements of this contract to include: program control, quality assurance, configuration management, subcontract management, management of Government furnished resources, risk management, and security. Upon approval the plan shall be implemented and followed. The PMP shall be updated as required and submitted for approval prior to implementation of any changes.

CDRL 0001 Program Management Plan (PMP)

3.1.2 - Program Control

The Contractor shall assign a Program Manager to organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. 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 to present and discuss the status of contract activities at any time.

3.1.3 - Risk Management

The Contractor shall identify program risks and describe how it will effectively manage these risks throughout the performance of this contract. The Contractor shall identify its risk management techniques in the PMP. Significant risks should be identified and discussed in the PMP.

The Contractor shall categorize risks appropriately including identifying their impact on such items as schedule, cost, performance, and quality. The Contractor shall identify risks and assign a priority for developing a recommended course of action. The Contractor shall develop and maintain a list identifying, analyzing, and classifying program risks. Program risks shall be classified as low, medium, or high priority. The Contractor shall develop risk mitigation plans for risks considered medium or high priority. The Contractor shall provide the status and risk mitigation plans in the Program Status Report (PSR) and Program Management Reviews.

3.1.4 - Planning and Reporting

3.1.4.1 – Implementation Schedule

The Contractor shall develop an Implementation Schedule based on coordination with appropriate TSA authorities and other Contractors. The Implementation Schedule shall include all work breakdown structure elements through Level 3. A preliminary implementation schedule should be included in the Contractor's proposal and a final implementation schedule should be provided within ten (10) calendar days of project award.

The Contractor shall maintain the implementation schedule throughout the period of performance of this contract and shall provide the current, up to-date version of the schedule to either the Contracting Officer or Program Manager within 24 hours of request.

CDRL 0002 Implementation Schedule

3.1.4.2 - Status Reporting

The Contractor shall provide a weekly status reports throughout the contract life. This report shall address the schedule and status of deliverables, any problems that affect performance, contract schedule, and quality. The status reports shall also include lessons learned from the project. Status reports are preferred in electronic form and submitted via e-mail.

The Contractor shall track and report in the program Status Reports the status of the following:

- 1) Requirements and Design Progress
- 2) System Engineering Progress – including % development complete on specific modules or functional areas of the solution
- 3) Testing Progress
- 4) Training Progress

The Contractor shall also prepare Program Trouble Reports to address any issues that arise. The Contractor shall discuss the status of these metrics at each PMR.

CDRL 0003 Program Status Report (PSR)

3.1.4.3 – Program Management Reviews

The Contractor shall conduct Program Management Reviews (PMRs) on a bi-weekly basis to present program status to TSA. The Contractor shall present, as a minimum, schedule status, current and anticipated problems, as well as other items identified in the SOW as PMR agenda items. The Contractor shall provide meeting minutes of all PMRs.

CDRL 0004 Meeting Minutes

3.1.5 – Requirements Traceability

The Contractor shall provide a traceability matrix designed to trace each requirement through the system development life cycle. Specifically the matrix should map each requirement to the system design document section which addresses the requirement and then to the individual test case which tests that requirement is met. The matrix should be updated, at a minimum, after the system design document is complete and after test scripts are complete.

CDRL 0005 Requirements Traceability Matrix

3.2 – System Design

The Contractor shall maximize the use of COTS hardware and software to meet the contract requirements. The use of commercial item hardware does not exempt the Contractor from complying with the contract requirements. The Contractor shall propose and obtain approval from TSA for the use of any non-commercial items or modified COTS hardware. The Contractor shall ensure that all hardware, software, and documentation required for the operation and support of the System is provided as part of the supplies and services provided herein.

The Contractor shall validate existing functional requirements found in the STIP Phase I Functional Requirements Document, Attachment J.2 to ensure that system specifications reflect the user's view of the proposed system design. Contractors shall prepare a requirements validation document, based on the attached STIP Phase I Functional Requirements Document. It is expected that the requirements validation document will further define the requirements included in the STIP Phase I Functional Requirements Document.

CDRL 0006 Requirements Validation Document

The Contractor shall provide documentation necessary to provide complete system specification. Deliverables shall include a Systems Design Document that describes the system requirements, operating environment, system and subsystem architecture, software architecture, files and database design, input formats, output layouts, human-machine interface, detailed design, processing logic, and external interfaces. The System Design Document shall also include documentation of the configuration settings, including screen shots of the configuration screens. It is expected that this document will be completed and approved by the Government before development begins. Minor modifications to the document during system development may be required but should also be submitted to the Government for approval.

CDRL 0007 System Design Document

3.3 – System Engineering

3.3.1 – Delivery of Tested Solution

The Contractor shall provide its software solution, configured, customized, and ready for use. The Contractor shall acquire/develop, document, test, and manage all system software provided

or developed under this contract. The Contractor shall employ best commercial practices as guidance for all software engineering requirements. In addition, the Contractor shall provide to the Government all required licensing materials. The Contractor shall provide all necessary hardware and software to support its development environment.

CDRL 0008 Configured System Software

CDRL 0009 Additional Customized Code

CDRL0010 Licensing Materials

3.4 – Test and Evaluation (T&E)

3.4.1 – Testing Phases

The Contractor shall plan and conduct testing and shall support testing efforts of the Government. The testing activities shall consist of the following five (5) test phases:

Testing Activity	Description	Completion Criteria	Testing Environment	Responsible Party
Unit Testing	Test individual components of the system to ensure they meet functional requirements and system design documentation. Typically conducted by the development team.	<ul style="list-style-type: none"> All planned tests have been executed successfully All identified defects have been addressed or resolved and retested 	Vendor Development Environment	<ul style="list-style-type: none"> Contractor
System Testing	Verify system acts as expected and meets functional requirements and system design documentation. Verify proper data acceptance, processing, and retrieval, and the appropriate implementation of the business rules and security access levels across the application. Typically conducted by non-development team resources.	<ul style="list-style-type: none"> All planned tests have been executed successfully All identified defects have been addressed or resolved and retested 	TSA Lab at Pentagon City	<ul style="list-style-type: none"> Contractor
Integration Testing	Verify that the system operates as expected in	<ul style="list-style-type: none"> All planned tests have 	TSA Lab at Pentagon	<ul style="list-style-type: none"> Contractor Government

Testing Activity	Description	Completion Criteria	Testing Environment	Responsible Party
	an integrated environment. Verify system integrates as expected based on functional requirements and system design documents with TRX equipment.	<ul style="list-style-type: none"> • been executed successfully • All identified defects have been addressed or resolved and retested 	City	<ul style="list-style-type: none"> ▪ TRX Original Equipment Manufacturers
Pilot Testing	Verify that the system operates as expected in an integrated environment. Verify system integrates as expected based on functional requirements and system design documents with TRX equipment.	<ul style="list-style-type: none"> • All planned tests have been executed successfully • All identified defects have been addressed or resolved and retested 	TSA Lab, Pilot Airport Site	<ul style="list-style-type: none"> ▪ Contractor ▪ Government ▪ TRX Original Equipment Manufacturers
User Acceptance Testing (UAT)	Government representatives test system to ensure it meets expectations based on functional requirements and system design documentation.	<ul style="list-style-type: none"> • All planned tests have been executed successfully • All identified defects have been addressed or resolved and retested • Government ad-hoc testing conducted 	Pentagon City	<ul style="list-style-type: none"> ▪ Contractor (support) ▪ Government

The Contractor shall conduct Unit Testing and System Testing, and support the Government and other appropriate contractors in Integration Testing, Pilot Testing, and UAT.

3.4.2 - General Test Program Requirements

The Contractor responsibilities for testing shall include the following activities:

Unit Testing – The Contractor shall take full responsibility for conducting unit testing and resolving any defects identified in its development environment. The Contractor is responsible for providing all hardware and software needed to complete Unit Testing.

System Testing - The Contractor shall take full responsibility for conducting system testing and resolving any defects identified in the TSA Lab environment. The Government will provide the TSA Lab environment to include computers, servers, and TRX equipment. The Contractor is expected to provide all test results indicating the successful completion of and passing of the Contractor's test scripts. The Contractor is expected to provide the necessary software and any additional hardware required.

Integration Testing – The Contractor shall work with the Government and other appropriate contractors to conduct integration testing. Any defects identified related to the Contractor's system shall be resolved by the Contractor. The Government will provide the TSA Lab environment to include computers, servers, and TRX equipment. The Contractor is expected to provide the necessary software and any additional hardware required.

Pilot Testing - The Contractor shall work with the Government and other appropriate contractors to conduct pilot testing. This testing shall include testing the Contractor provided solution with TRX equipment at the pilot airport, Baltimore Washington International (BWI). Any defects identified related to the Contractor's system shall be resolved by the Contractor. The Government will provide the TSA Lab environment to include computers and servers as well as connectivity to the selected pilot site and any site support required. The Contractor is expected to provide the necessary software and any additional hardware required.

3.4.3 - T&E Planning

The contractor shall prepare the following test plans/procedures for TSA approval in advance of initiating testing. These plans and procedures shall be designed to ensure the tests are capable of being repeated with substantially similar results.

3.4.3.1 - Master Test Plan

A Master Test Plan shall be prepared to identify and describe the overall test program. The MTP shall include detailed schedules for conduct of each test. The MTP shall identify requirements to be verified by each test, with general descriptions of methods to be used for verification. A Verification Requirements Traceability Matrix (VRTM) shall be included in the MTP to list each requirement with a reference to the requirement specification paragraph.

CDRL 0011 Master Test Plan

3.4.3.2 – Test Scripts

The Contractor shall develop system, integration, pilot, and user acceptance test procedures and scripts for the system. These procedures and scripts shall be provided for TSA approval prior to delivery of the final solution.

CDRL 0012 Test Procedures and Scripts

3.4.3.2 – Test Analysis Report

The Contractor shall provide summarized results of system and integration testing procedures in the Test Analysis Report. Results should include a summary list of all tests conducted as well as whether or not they were passed. Test scripts shall be considered “passed” if all steps within the script are conducted successfully.

CDRL 0013 Test Analysis Report

3.5 – Training

The Contractor shall provide system administrator training to no more than ten (10) people. Training may be conducted in a manner determined best by the Contractor to include classroom training or one-on-one training. The Contractor shall also provide end user training to no more than 30 people. This training shall be conducted at or within reasonable driving distance of TSA headquarters. A training plan shall be prepared and submitted to the Government prior to training activities being initiated.

3.5.1 – Planning

The training approach should outline the objectives, needs, strategy and curriculum for training users on the following components:

1. General use of the application including running reports, viewing data, etc.
2. Remote configuration of the TRX settings and software
3. System administration including setting up users, changing solution configurations, etc.

CDRL 0014 Training Plan

CDRL 0015 Training Presentation

3.5.2 – Training Manuals

The Contractor shall develop and deliver a COTS Enterprise Manager End User Training Manual (2 hard copies and electronic file) and a System Administrator Training Manual (2 hard copies and electronic file). The System Administrator Manual should also include a maintenance section for use in performing scheduled maintenance actions and to support troubleshooting, and problem diagnostics.

3.6 – Ongoing Support / Service Support Requirements

Once the system is operational, the Contractor shall continue to provide ongoing, on-site service support for a period of twelve (12) months beginning at the time of contract award. This support shall be responsible for the following:

1. Supporting further configuration and customization of the system
2. Providing additional enhancements and changes to the system as necessary

3. Mitigating potential post-launch issues with the software
4. Assisting the Government in testing, ongoing support, and maintenance issues related to the system
5. Completing weekly status reports (CDRL 0003), bi-weekly performance management reviews (CDRL 0004) as deemed necessary by the Government
6. Transition knowledge to additional support personnel to include Government and other contracted resources

3.6.1 – Warranty Support

The Contractor shall provide standard warranty and propose additional optional warranty as well as software license renewal services.

3.6.2– Maintenance Action Reporting

The contractor shall provide service reports to the TSA recording the information required in the referenced CDRL, at a minimum, for each preventive and remedial maintenance service call. Service Reports shall be prepared on a monthly basis, and shall be submitted by the 5th business day of each month for all maintenance requirements/actions identified/performed in the previous month.

CDRL 0018 Maintenance After Action Report

3.6.3 – System Refresh and Upgrade

The Contractor shall provide Engineering Request for Change (RFC) in accordance for implementation of routine updates, upgrades, design modifications, and corrective performance improvements. The Contractor shall obtain TSA approval before incorporating any adaptation, update or upgrade of commercially available hardware, software or firmware.

3.6.4– Software Program Trouble Report (PTR)

The Contractor shall develop and implement internal procedures to identify, report, monitor, and resolve all software and/or software-related problems. All such software-related plans shall be documented in Program Trouble Reports. The Contractor shall include software-related problems identified by both the Contractor and the TSA, and those identified by other users that have an impact on the TRX System functionality. The Contractor shall establish and maintain a PTR database. The PTR database shall contain the master copy of all PTRs. The Contractor shall provide the PTR database as a part of electronic on-line access to authorized TSA personnel (read only mode). The Contractor's PTR procedures shall be documented in the PMP.

4.0 – Acronyms

<u>Acronym</u>	<u>Definition</u>
CDRL	Contract Data Requirements List
CM	Configuration Management

CO	Contracting Officer
COTR	Contracting Officer Technical Representative
COTS	Commercial Off-the-Shelf
FRD	Functional Requirements Document
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFP	Government Furnished Property
ICD	Interface Control Document
PMP	Program Management Plan
PSR	Program Status Report
PTR	Program Trouble Report
QA	Quality Assurance
SOW	Statement of Work
STIP	Security Technology Integrated Program
T&E	Test and Evaluation
TRX	TIP Ready X-Ray Machine
TSE	Transportation Security Equipment

5.0 Authorized Travel: Travel outside of the Washington DC Metro area will be reimbursed in accordance with Section G.6.

6.0 – Government Furnished Equipment and Resources: The Government shall provide the Contractor with the following equipment and resources:

Equipment/Tools

- Computers for accessing TSA Network and systems
- Database software
- TSA Network
- Facilities for testing and production support

Resources

- Database administrator as needed to assist in setting up system testing and production environments

The Government will also manage WAN interfaces, firewall issues, and port openings.

7.0 – Data Rights: The Government has unlimited rights to all data collected under this effort.

8.0 – Deliverables: The Contractor shall provide the following deliverables in accordance with the terms and conditions of this contract:

CDRL No.	Name	Delivery Information:	
0001	Project Management Plan	1 st Delivery Date:	10 days after Contract Award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes
0002	Implementation Schedule	1 st Delivery Date:	10 days after Contract Award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	MS Project document (to WBS Element Level 3)
		Government Approval:	Yes
0003	Program Status Reports	1 st Delivery Date:	Weekly beginning first full week after Contract Award
		Supplement Delivery(s):	N/A
		Format:	Word document
		Government Approval:	Yes
0004	Meeting Minutes	1 st Delivery Date:	Bi-weekly, following Performance Management Reviews
		Supplement Delivery(s):	N/A
		Format:	Word document
		Government Approval:	Yes
0005	Requirements Traceability Matrix	Delivery Date:	To be provided after design and again after testing
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document

CDRL No.	Name	Delivery Information:	
		Government Approval:	Yes
0006	Requirements Validation Document	1 st Delivery Date:	Left to Contractor's discretion but prior to beginning design documentation
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes
0007	System Design Document	Delivery Date:	Left to Contractor's discretion but prior to beginning development
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes
0008	Configured System Software	Delivery Date:	11 weeks after contract award
		Format:	System software and supporting materials
		Government Approval:	Yes
0009	Additional Customized Code	Delivery Date:	11 weeks after contract award
		Format:	System software and supporting materials
		Government Approval:	Yes
0010	Licensing Materials	Delivery Date:	11 weeks after contract award
		Format:	Supporting licensing documentation
		Government Approval:	Yes
0011	Master Test Plan	1 st Delivery Date:	11 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments

CDRL No.	Name	Delivery Information:	
		Format:	"pdf" file format
0012	Test Procedures and Scripts	Government Approval:	Yes
		1 st Delivery Date:	11 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	"pdf" file format
0013	Test Analysis Report	Government Approval:	Yes
		1 st Delivery Date:	14 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	"pdf" file format
0014	Training Plan	Government Approval:	Yes
		1 st Delivery Date:	12 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
0015	Training Presentation	Government Approval:	Yes
		1 st Delivery Date:	14 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	PowerPoint
0016	System Administrator Training Manuals	Government Approval:	Yes
		1 st Delivery Date:	No later than 3 weeks after Contract Award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes

CDRL No.	Name	Delivery Information:	
0017	End User Training Manuals	1 st Delivery Date:	14 weeks after contract award
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes
0018	Maintenance After Action Report	1 st Delivery Date:	As needed
		Supplement Delivery(s):	5 days after receipt of Government comments
		Format:	Word document
		Government Approval:	Yes

SECTION D – PACKING AND MARKING

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all deliverables hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s). Materials and equipment shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay, and furnish notice of the existence of a warranty. A packing list will accompany each shipment.

D.2 Marking

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement.
- (b) A copy of the document required in paragraph (a) above shall be simultaneously provided to the contracting officer.
- (c) The contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.
- (d) At a minimum, each shipping container shall be plainly and indelibly marked to show the following:
 - (1) Consignee
 - (2) Contract number
 - (3) A brief description of the items
 - (4) Quantity
 - (5) Contractor's Name
 - (6) Warranty and any other markings that may be given to the Contractor prior to delivery.

REQUIREMENTS FOR MARKING FOR OFFICIAL USE ONLY (FOUO)

The following procedures are excepted from Department Homeland Security Management Directive 11042 entitled "Safeguarding Sensitive but Unclassified (For Official Use Only) Information" and shall be followed:

Marking

1. Information designated as FOUO will be sufficiently marked so that persons having access to it are aware of its sensitivity and protection requirements. The lack of FOUO markings on materials does not relieve the holder from safeguarding responsibilities. Where the FOUO marking is not present on materials known by the holder to be FOUO, the holder of the material will protect it as FOUO. Other sensitive information protected by statute or regulation, e.g., PCII and SSI, etc., will be marked in accordance with the applicable guidance for that type of information. Information marked in accordance with the guidance provided for the type of information need not be additionally marked FOUO.

(a) Prominently mark the bottom of the front cover, first page, title page, back cover and each individual page containing FOUO information with the caveat "FOR OFFICIAL USE ONLY."

(b) Materials containing specific types of FOUO may be further marked with the applicable caveat, e.g., "LAW ENFORCEMENT SENSITIVE," in order to alert the reader of the type of information conveyed. Where the sensitivity of the information warrants additional access and dissemination restrictions, the originator may cite additional access and dissemination restrictions. For example:

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information. This information shall not be distributed beyond the original addressees without prior authorization of the originator.

(c) Materials being transmitted to recipients outside of DHS, for example, other federal agencies, state or local officials, etc. who may not be aware of what the FOUO caveat represents, shall include the following additional notice:

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.

(d) Computer storage media, i.e., disks, tapes, removable drives, etc., containing FOUO information will be marked "FOR OFFICIAL USE ONLY."

- (e) Portions of a classified document, i.e., subjects, titles, paragraphs, and subparagraphs that contain only FOUO information will be marked with the abbreviation (FOUO).
- (f) Individual portion markings on a document that contains no other designation are not required.
- (g) Designator or originator information and markings, downgrading instructions, and date/event markings are not required.

General Handling Procedures

Although FOUO is the DHS standard caveat for identifying sensitive unclassified information, some types of FOUO information may be more sensitive than others and thus warrant additional safeguarding measures beyond the minimum requirements established in this manual. For example, certain types of information may be considered extremely sensitive based on the repercussions that could result should the information be released or compromised. Such repercussions could be the loss of life or compromise of an informant or operation. Additional control requirements may be added as necessary to afford appropriate protection to the information. DHS employees, contractors, and detailees must use sound judgment coupled with an evaluation of the risks, vulnerabilities, and the potential damage to personnel or property as the basis for determining the need for safeguards in excess of the minimum requirements and protect the information accordingly.

1. When removed from an authorized storage location (see section 6.I) and persons without a need-to-know are present, or where casual observation would reveal FOUO information to unauthorized persons, a "FOR OFFICIAL USE ONLY" cover sheet (Enclosure 1) will be used to prevent unauthorized or inadvertent disclosure.
2. When forwarding FOUO information, a FOUO cover sheet should be placed on top of the transmittal letter, memorandum or document.
3. When receiving FOUO equivalent information from another government agency, handle in accordance with the guidance provided by the other government agency. Where no guidance is provided, handle in accordance with the requirements of this directive.

Requirements for Protective Marking and Limited Distribution Statement for Sensitive Security Information (SSI).

- i. Protective Marking. The protective marking consisting of the words "SENSITIVE SECURITY INFORMATION" must be applied to all documents that contain SSI. This marking should be written or stamped in plain bold type (Times New Roman) with a font size of 12 or an equivalent style and font size.

ii. Distribution Limitation Statement. The distribution statement must be applied to all documents that contain SSI. This statement should be written or stamped in plain bold type, Times New Roman and a font size of 8 or an equivalent style and font size.

iii. Any documents referencing Security Sensitive Information as defined in 49 CFR Part §1520 must contain the following distribution limitation statement:

“WARNING: This document contains SSI controlled under 49 CFR Part 1520. No part of this document may be released without the written permission of the Assistant Secretary of the Homeland Security for the Transportation Security Administration (TSA), Arlington, VA. Unauthorized release may result in civil penalty (49 C.F.R. §1520.17).”

All contract data deliverables, including the Technical Data Package (TDP) shall be marked as either, “Approved for public release; distribution is unlimited.” or “Distribution authorized to U.S. Government Agencies and their contractors. Other requests for this document shall be referred to the TSA Office of Acquisitions and the TSA Chief Technology Officer.

D.3 METHOD OF DELIVERY OF DATA DELIVERABLES

(a) Electronic copies of data deliverables shall be delivered using Microsoft Word or Adobe Acrobat, unless otherwise agreed upon by the Government. Electronic submission for unclassified data shall be made using the PSP Integrated Digital Environment or e-mail unless otherwise agreed to by the Government. All other data shall be submitted via mail on CD. All mailed data deliverables must have the project name (AFL) in bold letters marked on the inside wrapper and cover letter.

(b) Unless otherwise specified, all reports shall be addressed to the Transportation Security Administration Laboratory (TSL), marked with the contract number, to the attention of the listed recipients, and in accordance with the Contract Data Requirements List (CDRL) included in Section J. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

END OF SECTION D

SECTION E - Reserved

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

CLINs 0001 through CLINs 0004 have a period of performance of one-year from date of contract award

F.2 PLACE OF PERFORMANCE

The contractor shall perform the work under this contract at locations specified in the Statement of Work, and at such other locations as may be approved in writing by the Contracting Officer.
(End of clause)

F.3 DELIVERY OF REPORTS

- (a) Unless otherwise specified, all reports shall be addressed to the Transportation Security Administration, marked with the contract number, to the attention of the listed recipients, and in accordance with the Contract Data Requirements List (CDRL) included in Section J. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

NOTE: The CDRL may not be all-inclusive. The Contractor is responsible for all reports required under this contract regardless of their listing in the CDRL.

Transportation Security Administration
Jason Hull
701 South 12th Street
Arlington, VA 22202
TSA – Mail Stop - 16

- (b) When the contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify the Contracting Officer in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule for any rights or remedies provided by law or under this contract.

- (c) Deliverable Schedule:

The following abbreviations are used in the delivery/deliverable schedule (see also Contract Data Requirements List for data deliverables not listed here):

Abbreviation	Definition
ACA	After Contract Award
NLT	Not Later Than
TBS	To Be Scheduled by COTR
LAW	In Accordance With
AEO	After Exercise of Option

F.4 PLACE OF DELIVERY AND PERFORMANCE

The place of delivery for products or data and/or provision of services to be provided under this contract shall be sent to the:

Transportation Security Administration (TSA-25)
701 South 12th Street
Arlington, VA 22202
ATTN: Domenic Bianchini

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTACT INFORMATION (TSA)

a. Contracting Officer: The TSA Administrative Contracting Officer's name and contact information is listed below:

Transportation Security Administration
Beth Wann
TSA-25 W10-428N
701 South 12th Street
10th Floor, Mail Stop T-25
Arlington, VA 22202
Telephone (571) 227-1655
Fax (571) 227-2911

b. Contracting Officer's Technical Representative (COTR): The COTR's name and contact information is listed below:

Transportation Security Administration
Jason Hull
701 South 12th Street
Arlington, VA 22202
TSA – Mail Stop - 16

G.2 CONTRACTING OFFICER 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 States 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 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth elsewhere in Section G. The distribution of all invoices shall be concurrent.

The designated billing office is as follows:

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

The Contractor may submit invoices by mail to the address above or electronically to <http://www.fincen.uscg.mil/electron.htm>. If invoices are submitted by mail 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.4 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: Do not use "express" or "overnight" mail. Packages are scrutinized by the security office and these premium services are of no benefit. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

G.5 FUNDING

Funding for this firm fixed-price contract will be provided at contract award. Options will be funded at the time the options may be exercised.

G.6 TRAVEL COSTS

a. Travel shall be reimbursed on a cost plus 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.

END OF SECTION G

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT 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 entity to which the proposal is being submitted.

H.2 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 an approved non-disclosure form
- b. Employees of the Contractor with a "need to know", who have signed an approved 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., may be released to the public or provided to any party other than the TSA and its Contractors without Security Sensitive Information and Classification review in accordance with the Form DD-254 and written approval of the TSA.

H.3 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 shall not release information about the equipment capabilities and performance to third parties or the general public.

END OF SECTION H

SECTION I
CONTRACT TERMS AND CONDITIONS

3.2.2.5.4 Contract Terms and Conditions-Commercial Items.

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights- (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. Contractors are required to submit formal written request for assignment of claims, via contract modification, to the contracting officer.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with AMS clause, 3.9.1-1 Contracts Disputes (February 2003). The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include- (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The

Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, AMS contract clause (e.g., 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) (February 2003), which appended hereto in full text, or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT. (2) Invoices will be handled in accordance with prompt payment procedures. (See clause 3.3.1-17, Prompt Payment.)

(g) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(h) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with clause 3.3.1-17, Prompt Payment (February 2003), appended hereto in full text. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(i) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(j) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(k) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(l) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(m) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(n) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(o) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(p) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause. (3) The AMS clause, 3.2.2.5-4 Contract Terms and Conditions - Commercial Items (February 2003) (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The contract cover from. (8) Other documents, exhibits, and attachments. (9) The specification.

3.2.2.5.5 Commercial Items - Contract Terms and Conditions Required to Implement Statutes or Executive Orders

(a) The Contractor shall comply with the following clauses, incorporated into this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: (1) Convict Labor (E.O. 11755); (2) Protest after Award (31 U.S.C 3553). (b) The Contractor shall comply with the clauses in this paragraph (b) that the contracting officer has incorporated into this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components: [Contracting Officer shall check as appropriate.]

(1) Restrictions on Subcontractor Sales to the TSA, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) Notice of HUBZone Small Business Set-Aside (August 2002).

(3) Notice of Price Evaluation Preference for HUBZone Small Business Concerns (August 2002) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I

(iii) Alternate II (5) Use of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- (7) Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I
- (9) Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) Prohibition of Segregated Facilities (August 2002).
- (12) Equal Opportunity (E.O. 11246).
- (13) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) Child Labor-Cooperation with Authorities and Remedies (E.O. 13126)
- (17) Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (i) Alternate I
- (18) Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19) Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I
- (iii) Alternate II
- (20) Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) Sanctioned European Union Country End Products (E.O. 12849).
- (23) Sanctioned European Union Country Services (E.O. 12849).
- (24) Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- (26) Payment by Third Party (31 U.S.C. 3332).
- (27) Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (i) Alternate I. (c) The Contractor shall comply with the clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated are incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: [Contracting Officer check as appropriate.]
- (1) Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause Audit and Records -- Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law. (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices), in a subcontract for commercial items or commercial components -- (1) Equal Opportunity (E.O. 11246); (2) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212); (3) Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (4) Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) Service Contract Act of 1965, A

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 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.

QUALIFICATIONS OF CONTRACTOR EMPLOYEES [DEC 2003]

- (a) "Sensitive Information" is any information or proprietary data which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
- (b) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (c) Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer.

Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

(d) The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

(e) 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 an Alien Registration Receipt Card Form I-151. An alien authorized to work shall present evidence from the Bureau of Citizenship and Immigration Services that employment will not affect his or her immigration status. (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (April 2003)

(a) Sensitive information shall be restricted to specific contractors who:

- (1) Have a need to know to perform contract tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA).

(b) The contractor shall develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non- business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) Procedures for the reproduction of subject material;
- (6) Procedures for reporting unauthorized access; and
- (7) Procedures for the destruction and/or sanitization of such material.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

- J.1 STIP Phase I Functional Requirements Document (FRD)**
- J.2 Security Technology Integrated Program (STIP) TSE Interface Requirements Document (IRD)**
- J.3 List of Category X and Category I Airports**
- J.4 Functional Requirements Proposal Matrix Template (to be completed by Contractor)**