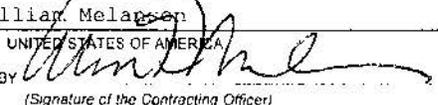


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 68					
2. CONTRACT (Proc. Inst. Ident.) NO. HSTS04-09-C-CT3173				3. EFFECTIVE DATE 09/30/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO 2109209CT3173					
5. ISSUED BY OFFICE OF ACQUISITION 701 S 12TH STREET ARLINGTON VA 20598		CODE 20		6. ADMINISTERED BY (If other than Item 5) Security Technology 601 S 12TH STREET ARLINGTON VA 20598		CODE 04					
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) SIEMENS GOVERNMENT SERVICES INCORPORATED 1881 CAMPUS COMMONS DR RESTON VA 201911519				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30					
Attn: (b)(6)				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM					
CODE 105162098		FACILITY CODE		11. SHIP TO/MARK FOR TSA ACQUISITION OFFICE 601 S 12th Street 4th Floor (TSA25) Arlington VA 20598		CODE TSA1					
12. PAYMENT WILL BE MADE BY US Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake VA 23327-4111				13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
Continued											
15G. TOTAL AMOUNT OF CONTRACT										\$21,243,078.82	
16. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)				
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES							
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES					
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.							
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS					
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS							
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS					
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD					
	H	SPECIAL CONTRACT REQUIREMENTS									
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE											
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. <input type="checkbox"/> AWARD (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 condition 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.					
(b)(6)						20A. NAME OF CONTRACTING OFFICER William Melanson					
(b)(6) (Signature of person authorized to sign)						19C. DATE SIGNED 9-25-09		20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)		20C. DATE SIGNED 9-25-09	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
2 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Integrated Logistics Support Services Contract solicited under RFP Number HSTS04 09 R CT3133.</p> <p>Funding provided for Base Period A and 52 Days of Base Period B.</p> <p>COTR: [REDACTED] (b)(6) Contracting Officer: William Melanson Contract Specialist: [REDACTED] (b)(6) FOB: Destination Period of Performance: 09/30/2009 to 01/31/2014</p>				
C0001	<p>CLIN No.: 0001AA Maintenance Support for GE Inermizer 2728 Units for Base Period A (1 month) [REDACTED] (b)(4) Obligated Amount: [REDACTED] (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	[REDACTED] (b)(4)	
C0002	<p>CLIN No.: 0001AB Maintenance Support for Smiths Detection Ionscan 400B 4095 Units for Base Period A (1 month) [REDACTED] (b)(4) Obligated Amount: [REDACTED] (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0067230C6200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	[REDACTED] (b)(4)	
C0003	<p>CLIN No.: 0001AC Maintenance Support for Smiths Detection 500DT 90 Units for Base Period A (1 month) [REDACTED] (b)(4) Obligated Amount: [REDACTED] (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D</p> <p>Continued ...</p>	1	JB	[REDACTED] (b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
3 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES, INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
C0004	CLIN No.: 0001AD Maintenance Support for FTDO PAXPOINT 214 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10 62000000 00000000 2571 TSA DIRECT DEF. TASK D	1	JB	(b)(4)	
C0005	CLIN No.: 0001AE Maintenance Support for Smiths Detection Sabre 4000 256 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0006	CLIN No.: 0001AF Maintenance Support for CEIA 02PN20 1308 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0007	CLIN No.: 0001AG Maintenance Support for Garrett PD6500i 177 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0008	CLIN No.: 0001AH Continued ...	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSTS04-09-C-CT3173

PAGE OF
 4 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Maintenance Support for Metorex 200HDe 119 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC 6200C000 00000C00 2571 TSA DIRECT DEF. TASK D				
00009	CLIN No.: 0001AI Maintenance Support for Heimann 6040i 538 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
00010	CLIN No.: 0010AJ Maintenance Support for Heimann 7555i 159 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
00011	CLIN No.: 0001AK Maintenance Support for Rapiscan 520B 432 Units for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
00012	CLIN No.: 0001AL Maintenance Support for Rapiscan 522B 174 Units for Base Period A (1 month) Continued ...		JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
5 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC 6200C000 00000C00 2571 TSA DIRECT DEF. TASK D</p>				
C0013	<p>CLIN No.: 0C01AM Maintenance Support for Sentinel II 6 Units for Base Period A (1 month)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0014	<p>CLIN No.: 0C01AN Maintenance Support for Rapiscan 620DV 164 Units for Base Period A (1 month)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0015	<p>CLIN No.: 0C01AG Maintenance Support for Smiths 6040aTIX 229 Units for Base Period A (1 month)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0016	<p>CLIN No.: 0C01AP Maintenance Support for Spectrum CFI 34 Units for Base Period A (1 month)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Continued ...</p>	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
6 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 5AV09CB020D2009SWE042GE00623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0017	CLIN No.: 00017 New Technologies (Base Period A) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0018	CLIN No.: 0002 Program Management Management for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0019	CLIN No.: 0003 TSA Service Response Center TSRC for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0020	CLIN No.: 0004 Excepted Maintenance Excepted Maintenance for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0021	CLIN No.: 0005 PM Consumables Continued ...	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSTS04-09-C-CT3173

PAGE OF
 7 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES, INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Consumables for Base Period A (1 month) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0067230C6200622C10 6200C000 00000000 2571 TSA DIRECT DEF. TASK D				
C0022	CLIN No.: 0007A Disposal (Provisional CLIN) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0023	CLIN No.: 0008A Training (Provisional CLIN) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0024	CLIN No.: 0009A Engineering Studies for SE (Provisional CLIN) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0025	CLIN No.: 0001BA Maintenance Support for GE Itemizer 2728 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-6200C000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0026	CLIN No.: 0001BB Preventive and corrective maintenance for Smiths Detector Ionscan 400E 4095 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0067230C6200622C10-6200C000 00000000-2571-TSA DIRECT-DEF. TASK-D Continued ...	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
8 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
C0027	CLIN No.: 0001BC Maintenance Support for Smiths Detection 500DT 90 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10 62000000 00000000 2571 TSA DIRECT DEF. TASK D	1	JB	(b)(4)	
C0028	CLIN No.: 0001BD Maintenance Support for FIDO PAXPOINT 214 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0029	CLIN No.: 0001BE Maintenance Support for Smiths Detection Sabre 4000 256 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0030	CLIN No.: 0001BF Maintenance Support for CEIA 02FN20 1308 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE006230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0031	CLIN No.: 0001BG Continued ...	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
9 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Maintenance Support for Garrett PD6500i 177 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE000623006200622CIC 62000000 00000000 2571 TSA DIRECT DEF. TASK D				
C0032	CLIN No.: 0001BH Maintenance Support for Metorex 200HDe 119 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE000623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
C0033	CLIN No.: 0001BI Maintenance Support for Heimann 6040i 538 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE000623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
C0034	CLIN No.: 0010BJ Maintenance Support for Heimann 7555i 159 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE000623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D		JB	(b)(4)	
C0035	CLIN No.: 0001BK Maintenance Support for Rapiscan 520B 432 Units for Base Period B (52 Days) Continued ...		JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
10 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC 6200C000 00000C00 2571 TSA DIRECT DEF. TASK D</p>				
C0036	<p>CLIN No.: 0C01BL Maintenance Support for Rapiscan 522B 174 Units for Base Period B (52 Days)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0037	<p>CLIN No.: 0C01BM Maintenance Support for Sentinel II 6 Units for Base Period B (52 Days)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0038	<p>CLIN No.: 0C01BN Maintenance Support for Rapiscan 620DV 164 Units for Base Period B (52 Days)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: 5AV09CB020D2009SWE042GE0C06230C6200622CIC-6200C000 00000C00-2571-TSA DIRECT-DEF. TASK-D</p>	1	JB	(b)(4)	
C0039	<p>CLIN No.: 0C01BC Maintenance Support for Smiths AT 604CaTIX 229 Units for Base Period B (52 Days)</p> <p>(b)(4)</p> <p>Obligated Amount: (b)(4)</p> <p>Continued ...</p>	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-09-C-CT3173

PAGE OF
11 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 5AV09CB020D2009SWE042GE00623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0040	CLIN No.: 0001BP Maintenance Support for Spectrum CPI 34 Units for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE00623006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0041	CLIN No.: 0001XX New Technologies (Base Period B) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0042	CLIN No.: 0002B Program Management Management for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0043	CLIN No.: 0003B TSA Service Response Center TSRC for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4)	1	JB	(b)(4)	
	Accounting Info: 5AV09CB020D2009SWE042GE006723006200622CIC-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D				
C0044	CLIN No.: 0004B Excepted Maintenance Continued ...	1	JB	(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSTS04-09-C-CT3173

PAGE OF
 12 68

NAME OF OFFEROR OR CONTRACTOR

SIEMENS GOVERNMENT SERVICES INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Excepted Maintenance for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0067230C6200622C10 62000000 00000000 2571 TSA DIRECT DEF. TASK D				
C0045	CLIN No.: 0C05B PM Consumables Consumables for Base Period B (52 Days) (b)(4) Obligated Amount: (b)(4) Accounting Info: 5AV09CB020D2009SWE042GE0067230C6200622C10-62000000 00000000-2571-TSA DIRECT-DEF. TASK-D	1	JB	(b)(4)	
C0046	CLIN No.: 0C07B Disposal (Provisional CLIN) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0047	CLIN No.: 0C08B Training (Provisional CLIN) \$0.00 Obligated Amount: \$0.00	1	JB	0.00	0.00
C0048	CLIN No.: 0C09B Engineering Studies for Security Equipment (Provisional CLIN) \$0.00 Obligated Amount: \$0.00 Total amount of award: \$21,243,078.82. The obligation for this award is shown in box 15G.	1	JB	0.00	0.00

Transportation Security Administration



Integrated Logistics Support

CONTRACT

HSTS04-09-C-CT3173

Transportation Security Administration
Office of Acquisition, TSA-25
601 South 12th Street
Arlington, VA 20598

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 General

The Contractor shall provide ILS services in accordance with the general scope contained in Section C. The Government intends with this Solicitation to award one Firm Fixed Price (FFP) Contract.

B.2 Term of Contract

The term of this contract is for one (1) base period and four (4) option years.

B.3 Contract Pricing

The Government intends for offerors to submit firm-fixed unit pricing for the Transportation Security Equipment (TSE) identified below. Because the number of each particular unit fluctuates on a month-to-month basis, the Government has provided data representing TSE for a typical month (See Attachment J-2). This number is subject to change as the TSE needs for TSA change. For example, the Government intends that the current number of TRX units will gradually be reduced as this technology is phased out at an approximate rate of 20 units per month. The TRX units are currently being replaced by AT units at a rate of 10 - 15 units per month. The Government reserves the right to modify or discontinue the phase out process as it deems necessary. This is one example of how the quantity of a particular unit may fluctuate with the evolving security needs of TSA and the individual airports. Accordingly, offerors are instructed to provide a firm-fixed unit price for the TSE identified below.

At the time of contract award the Government will review the TSE inventory and insert the most current TSE quantities into Section B with the accepted unit prices to establish the funding amount for CLIN X001.

BASE PERIOD A.

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTENDED PRICE (1 MONTH)
	0001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	0001AA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	0001AB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	0001AC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD	0001AD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	0001AE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	0001AF	CEIA	02PN20	1,308	\$	
	0001AG	GARRETT	PD6500i	177	\$	
	0001AH	METOREX	200HDe	119	\$	
TRX	0001AI	SMITHS HEIMAN	6040i	538	\$	
	0001AJ	SMITHS HEIMAN	7555i	159	\$	
	0001AK	RAPISCAN	520B / TRXU	432	\$	
	0001AL	RAPISCAN	522B / TRXU	174	\$	
ETP	0001AM	SMITHS DETECTION	SENTINEL II	6	\$	
AT	0001AN	RAPISCAN	620 DV	164	\$	
	0001AO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	0001AP	SPECTRUM	CPI	34	\$	
TBD	0001XX	NEW TECHNOLOGIES	TBD	-	-	
	0001			TOTAL		\$
	0002A	Program Management		Lot		\$
	0003A	TSA Service Response Center		Lot		\$
	0004A	Excepted Maintenance		Lot	NTE	\$55,000
	0005A	PM Consumables		Lot	NTE	\$453,334
	0006A	CDRL's for items 0001 - 0005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	0007A	Disposal		Lot	NTE	\$333,334
	0008A	Training		Lot	NTE	\$25,000
	0009A	Engineering Studies for SE		Lot	NTE	\$41,667

CLIN 0001 items are fixed unit prices for preventive and corrective maintenance with a total Not to Exceed (NTE) FFP.

BASE PERIOD B.

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTENDED PRICE (3 MONTHS)
	0001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	0001BA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	0001BB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	0001BC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD	0001BD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	0001BE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	0001BF	CEIA	02PN20	1,308	\$	
	0001BG	GARRETT	PD6500i	177	\$	
	0001BH	METOREX	200HDe	119	\$	
TRX	0001BI	SMITHS HEIMAN	6040i	538	\$	
	0001BJ	SMITHS HEIMAN	7555i	159	\$	
	0001BK	RAPISCAN	520B / TRXU	432	\$	
	0001BL	RAPISCAN	522B / TRXU	174	\$	
ETP	0001BM	SMITHS DETECTION	SENTINEL II	6	\$	
AT	0001BN	RAPISCAN	620 DV	164	\$	
	0001BO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	0001BP	SPECTRUM	CPI	34	\$	
TBD	0001XX	NEW TECHNOLOGIES	TBD	-		
	0001			TOTAL		\$
	0002B	Program Management		Lot		\$
	0003B	TSA Service Response Center		Lot		\$
	0004B	Excepted Maintenance		Lot	NTE	\$165,000
	0005B	PM Consumables		Lot	NTE	\$1,360,000
	0006B	CDRL's for items 0001 - 0005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	0007B	Disposal		Lot	NTE	\$1,000,000
	0008B	Training		Lot	NTE	\$75,000
	0009B	Engineering Studies for SE		Lot	NTE	\$125,000

CLIN 0001 items are fixed unit prices for preventive and corrective maintenance with a total Not to Exceed (NTE) FFP.

OPTION YEAR 1 (if exercised)

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTEND PRICE
	1001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	1001AA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	1001AB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	1001AC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD.	1001AD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	1001AE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	1001AF	CEIA	02PN20	1,308	\$	
	1001AG	GARRETT	PD6500i	177	\$	
	1001AH	METOREX	200HDe	119	\$	
TRX	1001AI	SMITHS HEIMAN	6040i	538	\$	
	1001AJ	SMITHS HEIMAN	7555i	159	\$	
	1001AK	RAPISCAN	520B / TRXU	432	\$	
	1001AL	RAPISCAN	522B / TRXU	174	\$	
ETP	1001AM	SMITHS DETECTION	SENTINEL II	6	\$	
AT.	1001AN	RAPISCAN	620 DV	164	\$	
	1001AO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	1001AP	SPECTRUM	CPI	34	\$	
TBD.	1001XX	NEW TECHNOLOGIES	TBD	-	-	
	1001			TOTAL		\$
	1002	Program Management		Lot		\$
	1003	TSA Service Response Center		Lot		\$
	1004	Excepted Maintenance		Lot	NTE	\$675,000
	1005	PM Consumables		Lot	NTE	\$5,575,000
	1006	CDRL's for items 1001 - 1005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	1007	Disposal		Lot	NTE	\$4,000,000
	1008	Training		Lot	NTE	\$300,000
	1009	Engineering Studies for SE		Lot	NTE	\$500,000

CLIN 1001 items are fixed unit prices for preventive and corrective maintenance with a total NTE FFP.

OPTION YEAR 2 (if exercised)

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTEND PRICE
	2001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	2001AA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	2001AB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	2001AC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD	2001AD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	2001AE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	2001AF	CEIA	02PN20	1,308	\$	
	2001AG	GARRETT	PD6500i	177	\$	
	2001AH	METOREX	200HDe	119	\$	
TRX	2001AI	SMITHS HEIMAN	6040i	538	\$	
	2001AJ	SMITHS HEIMAN	7555i	159	\$	
	2001AK	RAPISCAN	520B / TRXU	432	\$	
	2001AL	RAPISCAN	522B / TRXU	174	\$	
ETP	2001AM	SMITHS DETECTION	SENTINEL II	6	\$	
AT	2001AN	RAPISCAN	620 DV	164	\$	
	2001AO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	2001AP	SPECTRUM	CPI	34	\$	
TBD	2001XX	NEW TECHNOLOGIES	TBD	-		
	2001			TOTAL		\$
	2002	Program Management		Lot		\$
	2003	TSA Service Response Center		Lot		\$
	2004	Excepted Maintenance		Lot	NTE	\$695,000
	2005	PM Consumables		Lot	NTE	\$5,750,000
	2006	CDRL's for items 2001 - 2005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	2007	Disposal		Lot	NTE	\$4,000,000
	2008	Training		Lot	NTE	\$300,000
	2009	Engineering Studies for SE		Lot	NTE	\$500,000

CLIN 2001 items are fixed unit prices for preventive and corrective maintenance with a total NTE FFP.

OPTION YEAR 3 (if exercised)

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTEND PRICE
	3001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	3001AA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	3001AB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	3001AC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD	3001AD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	3001AE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	3001AF	CEIA	02PN20	1,308	\$	
	3001AG	GARRETT	PD6500i	177	\$	
	3001AH	METOREX	200HDe	119	\$	
TRX	3001AI	SMITHS HEIMAN	6040i	538	\$	
	3001AJ	SMITHS HEIMAN	7555i	159	\$	
	3001AK	RAPISCAN	520B / TRXU	432	\$	
	3001AL	RAPISCAN	522B / TRXU	174	\$	
ETP	3001AM	SMITHS DETECTION	SENTINEL II	6	\$	
AT	3001AN	RAPISCAN	620 DV	164	\$	
	3001AO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	3001AP	SPECTRUM	CPI	34	\$	
TBD	3001XX	NEW TECHNOLOGIES	TBD	-	-	
	3001			TOTAL		\$
	3002	Program Management		Lot		\$ (b)(4)
	3003	TSA Service Response Center		Lot		\$
	3004	Excepted Maintenance		Lot	NTE	\$710,000
	3005	PM Consumables		Lot	NTE	\$5,900,000
	3006	CDRL's for items 3001 - 3005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	3007	Disposal		Lot	NTE	\$4,000,000
	3008	Training		Lot	NTE	\$300,000
	3009	Engineering Studies for SE		Lot	NTE	\$500,000

CLIN 3001 items are fixed unit prices for preventive and corrective maintenance with a total NTE FFP.

OPTION YEAR 4 (if exercised)

TYPE	CLIN	DESCRIPTION	MODEL	QUANTITY	UNIT PRICE	EXTEND PRICE
	4001	<u>PREVENTATIVE AND CORRECTIVE MAINTENANCE</u>				
ETD	4001AA	GE ION-TRACK	ITEMIZER	2,728	\$	(b)(4)
	4001AB	SMITHS DETECTION	IONSCAN 400B	4,095	\$	
	4001AC	SMITHS DETECTION	IONSCAN 500DT	90	\$	
HHETD	4001AD	ICX NOMADICS	FIDO PAXPOINT	214	\$	
	4001AE	SMITHS DETECTION	SABRE 4000	256	\$	
EMD	4001AF	CEIA	02PN20	1,308	\$	
	4001AG	GARRETT	PD6500i	177	\$	
	4001AH	METOREX	200HDe	119	\$	
TRX	4001AI	SMITHS HEIMAN	6040i	538	\$	
	4001AJ	SMITHS HEIMAN	7555i	159	\$	
	4001AK	RAPISCAN	520B / TRXU	432	\$	
	4001AL	RAPISCAN	522B / TRXU	174	\$	
ETP	4001AM	SMITHS DETECTION	SENTINEL II	6	\$	
AT	4001AN	RAPISCAN	620 DV	164	\$	
	4001AO	SMITHS DETECTION	Smiths AT	229	\$	
CPI	4001AP	SPECTRUM	CPI	34	\$	
TBD	4001XX	NEW TECHNOLOGIES	TBD	-	-	
	4001			TOTAL		\$
	4002	Program Management		Lot		\$
	4003	TSA Service Response Center		Lot		\$
	4004	Excepted Maintenance		Lot	NTE	\$730,000
	4005	PM Consumables		Lot	NTE	\$6,000,000
	4006	CDRL's for items 4001 - 4005		Lot		NSP
		<u>PROVISIONAL ITEMS</u>				
	4007	Disposal		Lot	NTE	\$4,000,000
	4008	Training		Lot	NTE	\$300,000
	4009	Engineering Studies for SE		Lot	NTE	\$500,000

CLIN 4001 items are fixed unit prices for preventive and corrective maintenance with a total NTE FFP.

B.4 Pricing charts for Preventive Maintenance Consumables

Smiths Detection 400B Consumables			Fixed Unit Price				
Description	DSA Detection Part Number	Smiths Detection Part Number	CLIN 0005	Option CLIN 1005	Option CLIN 2005	Option CLIN 3005	Option CLIN 4005
Cotton Gloves	GL7500	MP075000	(b)(4)				
Saturated Wipes	SW7501	MP075001					
Saturated Swabs	SS7502	MP075002					
Canned Air	CA7503	MP075003					
Sample Swabs (200 ct)	SSW5883	15883					
Verification Tokens (100 ct)	SVT2602	2812602					
APU Indicating Bottle, 2 Pack	SIB1333	6811333					
LLAPU Indicating Bottle with Drierite Refill	SLK4599	6814599					
Condenser Tube	SCT5030	15030					
Inlet Liner	SIL0527	10527					
Sample Ring (50ct)	SSR1223	11223					
Drierite, LLAPU Refill	CDR4020	WAH14020					
APU Indicating Bottle, Single	SIB0879	N/A					
LLAPU Indicating Bottle	SLL4086	3814086					
Printer Paper (10 Pack)	SPP0600	7040600					
Printer Ribbon	SPR3800	7042917					
O-ring, Viton 2-009 (Pkg of 5)	SOR3730	2-009					
O-ring, Viton 2-012 (Pkg of 5)	SOR5330	2-012					
O-ring, Viton 2-011 (Pkg of 5)	SOR7530	2-011					
Inlet Gasket (pkg of 5)	SIG7577	6817577					
Exhaust Fan Filter Assembly with Filter	SFK9230	15153					
Exhaust Fan Filter	SFF1654	11654					
Fan Filter Assembly with Filter	N/A	7040279					

Sabre 4000 Units			Fixed Unit Price				
Description	DSA Detection Part Number	Smiths Detection Part Number	CLIN 0005	Option CLIN 1005	Option CLIN 2005	Option CLIN 3005	Option CLIN 4005
KIT, APC. (3) - (Air Purification Cartridge)		6821034-A (3 pk.)	(b)(4)				
Swabs Tri-mode		2811791					
EXP - Standard Verification		1812092					
NG Vapor Verification		1812736					
CW-Vapor Standard Verification		6812919					
4-Hour Battery		6818310					
Power Supply Charger		7043319					
Kit, Maintenance		6815035					
Tool, Drum Removal		2815030					
Kit, Drum Cleaning		2813610					

GE Iontrack ITEMISER 2 Maintenance Consumables			Fixed Unit Price				
Description	DSA Detection Part Number	GE Iontrack Part Number	CLIN 0005	Option CLIN 1005	Option CLIN 2005	Option CLIN 3005	Option CLIN 4005
Cleaning Kit	CK5066	PA005066	(b)(4)				
Fan Filters	FF3214	MP003214					
Cotton Gloves	GL7500	MP075000					
Saturated Wipes	SW7501	MP075001					
Saturated Swabs	SS7502	MP075002					
Canned Air	CA7503	MP075003					
Stainless Steel Filter (Sample Filter)	SF3223	MP003223					
Rubber Washer for Sample Filter	FW9556	FW9556					
Dopant	D5810	MP005810					

Calibration Trap, E-Mode	CT1142	M0001142	(b)(4)
Sample Trap, E-Mode	ST1140	M0001140-E	
Membrane Kit	MK5007	PA005007	
Dryer Material (Molecular Sieve)	DM5019	MP035019	

B.5 Pricing charts for Excepted Maintenance

The Contractor shall provide fully burden labor rates for the labor associated with Excepted Maintenance (CLIN X004).

Labor Category	Base CLIN 0004	Option 1 CLIN 1004	Option 2 CLIN 2004	Option 3 CLIN 3004	Option 4 CLIN 4004
Field Service Technician	(b)(4)				
Field Service Technician Supervisor					
Project Manager					

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1.0 SCOPE

This Statement of Work (SOW) defines the requirements for the establishment, implementation, and maintenance of an Integrated Logistics Support (ILS) program to sustain Transportation Security Equipment (TSE) deployed and operated by TSA, excluding Government-certified Explosives Detection Systems (EDS). The TSE covered in this SOW is deployed at Category X through IV airports and other Government-designated facilities throughout the United States and its territories. This SOW includes program management; Performance Based Logistics (PBL) services; TSA Service Response Center services; and the associated Information Technology (IT) infrastructure.

C.1.1 Background

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

The TSA is charged with countering threats to security with technologies and procedures that will prevent, deter, or render ineffective any attempt to sabotage domestic public transportation.

The Office of Security Technology (OST) is the TSA program office responsible for procurement, deployment, integration, and life-cycle management of Transportation Security Equipment (TSE). These items are typically procured with a one year warranty period, during which the original equipment manufacturer performs all required Preventative and Corrective Maintenance actions. Following the expiration of the warranty period, Preventive and Corrective Maintenance is performed using a Performance Based Logistics (PBL) contact with a third party maintenance provider. There are currently over 11,000 such individual items of TSE at over 460(+) locations.

An effective and efficient PBL support system is required to maintain TSE to the levels of operational availability required by Transportation Security Officers (TSO) in the performance of their duties.

C.1.2 Objective

The objective of this procurement is to obtain the necessary PBL services and activities to ensure that the TSE meets the requirements specified in paragraph 4.1 of this SOW. The Contractor will be responsible for all aspects of PBL support and the TSA Service Response Center.

C.2.0 APPLICABLE DOCUMENTS

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

C.2.1 Government Documents

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

49 CFR 1520	Protection of Sensitive Security Information
-------------	--

C.2.2 Other Applicable Documents

ANSI/ISO/ASQ Q9001-2000	American National Standard Quality Management Systems Requirements.
DHS MD 4300A Sensitive Systems Handbook	TSA MD 1400.3 TSA Information Security Policy
DHS IT Security Architecture Guidance Volumes 1, 2 and 3	TSA MD 1400.3 TSA Information Security Policy
DHS/TSA System Development Lifecycle (SDLC)	TSA MD 1400.3 TSA Information Security Policy

C.2.3 Source of Documents

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

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

C.2.4 Document Submissions

For all deliverables submitted under the Contract the Contractor **shall** label any documents containing security sensitive information as defined in 49 CFR Parts 15 and 1520 as follows:

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

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

Electronic version of the deliverables **shall** be submitted on a secure, password-protected Web site. Acceptable digital submissions are via electronic mail attachment (maximum attachment size of 1 MB), floppy disk (1.44 MB capacity), or Compact Disc Recordable (CD-R).

The Contractor **shall** use the following software programs or similar state-of-the-market software that is

compatible with TSA software. The following software reflects the minimum standard of compatibility with TSA:

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

Data items referenced by their Contract Data Requirements List (CDRL) titles *shall* be performed in accordance with the CDRL of the same name. All data deliverables *shall* be prepared or updated and delivered in accordance with the corresponding CDRL items specified under the SOW requirement.

C.2.5 SE Inventory Product Links

TSE Inventory Product Links			
Type	Manufacturer	Model	Info
EMD	CEIA	02PN20	http://www.ceia.net/security
EMD	Garrett	PD6500i	http://www.garrett.com/security/s_division.htm
EMD	Metorex	200HDe	http://www.rapiscansystems.com/meteor200hde.html
ETD	Smiths Detection	IONSCAN 400B	http://www.smithsdetection.com/eng/IONSCAN_400B.php
ETD	Smiths Detection	IONSCAN 500DT	http://www.smithsdetection.com/eng/IONSCAN_500DT.php
HHETD	Smiths Detection	Sabre 4000	http://www.smithsdetection.com/eng/SABRE_4000.php
ETD	GE IonTrack	Itemiser	http://www.gcsecurity.com/portal/site/GESecurity/
HHETD	ICX NOMADICS	FIDO PaxPoint	http://www.icxt.com/products/icx-detection/explosives/fido/
ETP	Smiths Detection	SENTINEL II	http://www.smithsdetection.com/eng/Sentinel.php
TRX	Rapiscan	520B	http://www.rapiscansystems.com/bpi-archive/rapiscan-520b.html
TRX	Rapiscan	522B	http://www.rapiscansystems.com/bpi-archive/rapiscan-522b.html
TRX	Smiths Heimann	6040i	http://www.smithsdetection.com/eng/HI-SCAN_6040i.php
TRX	Smiths Heimann	7555i	http://www.smithsdetection.com/eng/HI-SCAN_7555i.php
AT	Rapiscan	620 DV	http://www.rapiscansystems.com/rapiscan-620DV.html
AT	Smiths Detection	6040aTiX	http://www.smithsdetection.com/eng/HI-SCAN_6040aTiX.php
CPI	Spectrum	CPI	http://www.spectrumsdi.com/castscope.html

C.3.0 ILS PROGRAM REQUIREMENTS

The services required by this Contract *shall* be performed in accordance with this SOW. The Contractor *shall* provide program management; Performance Based Logistics (PBL) services; TSA Service Response Center services; and the associated Information Technology (IT) infrastructure to support fielded, out-of-warranty Transportation Security Equipment (TSE) and provide all deliverables in accordance with this SOW and the attachments in Section J of this contract.

C.3.1 Program Management

3.1.1 Program Management Organization

The Contractor **shall** establish and maintain a formal organization to manage the ILS Contract and associated subcontracts to efficiently and effectively execute the requirements of this SOW.

The Contractor **shall** describe their management organization in a Program Management Plan (PMP) that:

- Identifies the company's functional and technical representatives who will respond to requests for information from their Government counterparts.
- Describes risk management techniques, potential risks to contract implementation, and risk mitigation plans.
- Identifies subcontractors and describes subcontractor management plans.

The Contractor's Program Manager, identified in Section H.10 of the Contract, **shall**:

- Be responsible for accomplishment of all tasks required by this SOW.
- Serve as technical and programmatic liaison to the Government with the authority to commit company resources as necessary to ensure efficient and timely program execution.
- Organize, plan, schedule, implement, control, analyze, and report on all elements of the Contract.
- Present and discuss the status of Contract activities, requirements, and problems during program reviews and in response to requests from the Government.

The personnel specified as key personnel are essential to the work being performed in this contract. The Program Manager shall be designated as the only key person who is essential to the work being performed in the contract. This person, unless otherwise unavoidable, shall not be changed from their designated assignment until at least 12 months have lapsed. Unavoidable situations include sudden illness, death or termination of employment. Key personnel shall be fully dedicated to this contract. If a need arises for a change in key personnel:

The contractor shall provide 30 day written notice to the contracting officer of the necessity to change key personnel, the reason for the change, and provide the nomination of the replacement. Within 10 days, the Contracting Officer will review the Contractor's change notification, and either accept or reject the proposed change. Only those substitutions that are of equal or greater experience levels will be accepted by the contracting officer. Key personnel are listed in Section H of the contract.

CDRL A001. Program Management Plan (PMP)

3.1.2 Program Control

A clear line of project authority **shall** exist among all Contractor organizational elements. The Contractor **shall** report on organizational status during each Program Management Review (PMR). Program Status Reports **shall** be submitted monthly to address:

- Organizational status (i.e., changes, issues).
- Cost, schedule, technical and deliverables progress and status.
- Problems/ risks and mitigation plans.

CDRL A002. Program Status Report (PSR)

3.1.3 Risk Management/Assessment

The Contractor **shall** perform risk management (cost, schedule, and technical) throughout the performance of this Contract including:

- Develop and maintain a list of program risks.
- Classify program risks as low, medium, or high, and notify the Government of High Risk items within 24 hours of identification.
- Prepare mitigation plans for risks considered medium or high.
- Plan and coordinate a recurring meeting with the Government to discuss risks and mitigation status.

Risk management shall be addressed during PMRs and in Program Status Reports (PSRs).

3.1.4 Requirements Traceability

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

CDRL A003 Requirements Traceability Report

3.1.5 Transportation Security Equipment Database

The Contractor **shall** establish and maintain a Transportation Security Equipment (TSE) database which:

- Includes the entire inventory of fielded TSE maintained under this contract and which will be the basis for computation of performance metrics.
- Uniquely identifies each TSE by model, part number and serial number.
- Includes information all accumulating preventive and corrective and maintenance actions (including warranty if applicable).
- Contains all necessary information for the government to independently compute performance metrics.
- Includes RMA metrics data and provides the full maintenance and performance history.
- Shall provide Government access and data rights to all data collected.

CDRL A004 TSE Database

3.1.6 Program Document Library

The Contractor **shall** maintain a digital Program Document Library (PDL) that:

- Contains all documents/data generated by the Contractor or provided to the Contractor by the Government during the performance of this Contract.

- Is accessible to authorized Government personnel access to the PDL.
- The PDL contents are listed in the Document Library Index (DLI).

CDRL A005 Document Library Index (DLI)

3.1.7 Data Accession List

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

CDRL A006 Data Accession List

3.1.8 Transition Plan

The Contractor **shall** describe in the PMP their strategy for implementing a smooth transition of personnel, equipment and documentation from the current contractor over a 90-day period, with minimal impact on TSA operations and productivity.

C. 3.2 Government Furnished Information

All GFI is listed in Section J Attachments. Examples include: TSE models, types and quantities. Airport operational hours are contained in Section J, Attachment J-2. TSE manuals (operator, maintenance, etc.) are not considered GFI and are to be obtained directly from the OEMs themselves.

The following information will be found in the GFI Attachments:

ATTACHMENT	TITLE	FILE TYPE	FILE NAME
J-1	CDRLs and DIDs	Adobe PDF	Attachment J-1. CDRLs and DIDs
J-2	TSE Inventory, TSE Maintenance Avg., Airport Operational Hours, Airport Listing and TSRC Call Volume	MS Excel	Attachment J-2 Maintenance and Inventory Listing of TSE
J-3	PBL KPP Terms and Definitions	Adobe PDF	Attachment J-3 Performance Based Logistics (PBL) and Reliability, Maintainability & Availability (RMA)
J-4	Quality Assurance Surveillance Plan	Adobe PDF	Attachment J-4 QASP

C.3.3 Subcontractor Management

The Contractor **shall** inform the government of all subcontracts/partnering agreements and provide copies of these

agreements. The Contractor *shall*:

- Flow down all applicable requirements to subcontractors for compliance with the overall performance of this Contract.
- Review each subcontractor's technical progress on all assigned tasks and include such technical progress and status information in the PMR packages.
- Inform the Government in advance of any anticipated disruption of services resulting from conflicts or disputes with subcontractors and partners, strikes, and any other occurrences that may cause disruption of work.

CDRL A017 Subcontractor and Partnering Agreements

C.3.4 Post-Award Conference

A post-award conference will be conducted at the Contractor's facility within 30 calendar days after Contract award. The Government will designate conference attendees and will identify any unique conference support requirements. The Contractor *shall* prepare minutes from the conference.

CDRL A007B Meeting Minutes

C.3.5 Meeting and Reviews

The Contractor *shall* conduct meetings and reviews in accordance with the Government-approved PMP and this SOW. Meetings and reviews includes PMRs, status reviews and Technical Interchange Meetings (TIM). The Contractor *shall* provide meeting and review support including:

- Prepare and submit meeting agendas and presentation materials.
- Provide administrative support including, but not limited to, facilities, materials, office equipment, clerical personnel, mockups, technical data, and subcontractor participation (when appropriate).
- Prepare formal written minutes, accompanied by a summary of action items and all presentation materials used, for Government approval.
- Substantiate assumptions made and methodologies used in arriving at recommendations or conclusions.

Meetings and reviews are not considered final until the Government has approved the minutes.

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

3.5.1 Program Management Reviews

The Contractor *shall* conduct and administratively support Program Management Reviews (PMRs) at the Contractor site, TSA OST, or at alternate site(s) as specified by the Government. PMRs are typically conducted quarterly and are one day in length. Attendance will generally be limited to 2-5 key Government personnel and 5-10 Contractor personnel. Contractor will submit the proposed agenda and PMR slides 5 working days prior to the scheduled PMR.

PMRs topics *shall* include:

- A review of all pertinent technical, schedule and cost aspects of the Contract, including an estimate of the work to be accomplished in the next quarter.
- Current performance measurement information.
- Current and anticipated technical and implementation problems.
- Risks and mitigation actions.

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

3.5.2 Technical Interchange Meetings

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

C.3.6 Integrated Support Plan (ISP)

The Contractor *shall* document their ILS/ Performance Based Logistics (PBL) program in an Integrated Support Plan (ISP) in accordance with the CDRL. The ISP will be updated, as needed, to reflect current ILS activities and their implementation.

CDRL A008 Integrated Support Plan (ISP)

C.3.7 TSA Service Response Center Plan

The Contractor *shall* establish and maintain a TSA Service Response Center Plan (TSRCP), in accordance with the requirements outlined in TSRCP DID OST-LCS-009 and Section 4.4 TSA Service Response Center that describes:

- The execution of the day-to-day operation of the TSA Service Response Center.
- The process for communications between the TSA Service Response Center, the TSA, and the associated OEM dispatch centers for all levels of maintenance.

CDRL A009 TSA Service Response Center Plan (TSRCP)

C.3.8 Continuity of Operations Plans

The Contractor *shall* establish, document, implement and maintain Continuity of Operations Plans (COOP) for every facility operated under this Contract. The COOP *shall*:

- Describe the backup and recovery capabilities for communications and stored data.
- Describe the interruption/disaster notification procedure to TSA.
- Address TSRCP communication process.

CDRL A010 Continuity of Operations Plan (COOP)

C.3.9 Quality Assurance

The Contractor *shall* establish, implement and maintain a documented quality assurance system in accordance with ANSI/ISO/ASQ Q9001:2000, as tailored in the data item description (DID), as a means of assuring compliance with all requirements of the Contract. The Contractor shall pass the appropriate Contract requirements down to its sub-suppliers to ensure compliance with the Contract. The Contractor shall require that sub-suppliers have an appropriate documented quality system that controls the quality of the services and supplies provided. The Contractor shall identify a single point of contact for all communication on quality-related issues. The Contractor's PMP and QSP *shall* identify the person who is responsible for quality assurance.

CDRL A011 Quality System Plan (QSP)

C.3.10 Security Requirements

3.10.1 Information Security

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

3.10.2 Security Policy

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

The Contractor *shall* follow all TSA and DHS policies, procedures, guidelines, and standards including but not limited to:

- DHS MD 4300A Sensitive Systems Handbook
- TSA IT Security Policy Handbook
- DHS IT Security Architecture Guidance Volumes 1, 2 and 3
- TSA MD 1400.3 TSA Information Security Policy
- DHS/TSA System Development Lifecycle (SDLC)

The TSA Contracting Officer's Technical Representative (COTR) and IT Security may conduct reviews and/or audits to ensure that the security requirements in the contract are implemented and enforced. The Contractor *shall* comply with requests to be audited and provide timely responses to requests for data, information, and analysis from the Department of Homeland Security (DHS) Office of Inspector General (OIG), General Accounting Office (GAO), and TSA IT Security and management IAW Information Technology Security Policy Handbook Chapter 3, Section 16, *Periodic System Scanning and Audit*.

The Contractor *shall* be responsible for the security of:

- All data that is generated by the contractor on behalf of the TSA
- TSA data transmitted by the contractor

- TSA data otherwise stored or processed by the contractor regardless of who owns or controls the underlying systems while that data is under the contractor's control.

At the expiration of the contract, the contractor *shall* return all TSA information and IT resources provided to the contractor during the contract, and provide a certification that all assets containing or used to process TSA information have been sanitized in accordance with the TSA IT Security Policy Handbook, Chapter 3 section 17, *Computer Data Storage Disposition*.

Should the Contractor use any electronic devices such as hard drives, CDs, or other electronic storage media that contains Personally Identifiable Information (PII), it *shall* be encrypted in accordance with Information Technology Security Policy Handbook, Chapter 4, Section 7, Cryptography and Encryption.

3.10.3 Personnel Security

The Contractor *shall* coordinate with the local TSA to acquire identification badges for access to controlled locations where TSE is deployed. The Contractor *shall* adhere to personnel security policies contained in eQIP and SF 86.

3.10.4 Non-Disclosure Agreements

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

C.3.11 Standards and Code Requirements

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

C.4.0 ILS TECHNICAL REQUIREMENTS

C.4.1 Performance-Based Logistics (PBL) Services

The Contractor *shall* provide PBL services for out-of-warranty TSE listed in Section B of the contract; necessary to meet the PBL service level requirements. PBL service *shall* include:

- Preventive maintenance (PM) in accordance with OEM recommended schedules, paragraphs 4.1.2 and 4.1.3 of this SOW, and state and federal environmental and safety regulations. Tests required at scheduled intervals, such as radiation leak surveys, are to be considered PM. The Contractor shall schedule and track all PM to ensure that PM occurs within ten (10) calendar days before or after the regularly scheduled PM event.
- Corrective maintenance (CM) in accordance with OEM maintenance manuals and paragraphs 4.1.4 and 4.1.5 of this SOW, whether performed on-site or at a repair depot. The Contractor shall record and maintain failure mode indicators (FMI) for all CM actions performed. If FSTs are not located on-site but are determined to be needed to correct a failure, they shall be dispatched within 15 minutes of receipt of a service request.

- All labor for TSE maintenance and repair and associated logistics support resources including, but not limited to repair parts; training; tools & test equipment. The Contractor **shall** coordinate with the OEMs so instances of parts obsolescence during the Contract period of performance do not affect the Contractor's ability to meet PBL service level requirements.
- Coordinate maintenance scheduling and performance with the local TSO staff and OEM as appropriate.
- Document all maintenance actions (including preventive, corrective and excepted) in the TSE database.

The Contractor **shall** recommend adjustments to PM schedules, with supporting rationale, that have the potential to improve TSE reliability or reduce costs without degrading TSE reliability. Cost reductions will be shared between the Contractor and Government.

Corrective maintenance for TSE that is under warranty will be provided by the OEMs under separate Contracts with the government. Contractor Field Service Technicians (FST) may supplement the OEM repair capability at no cost to the government during the warranty period through outside arrangements with the OEMs.

The Contractor **shall** coordinate all maintenance scheduling with local TSA staff and OEMs as appropriate. The Contractor **shall** notify the TSA where the OEM-provided schedule for preventative maintenance will not support corrective maintenance requirements.

C.4.1.1 TSE Covered by PBL

4.1.1 TSE Covered by PBL

The Contractor **shall** provide PBL services for the TSE listed in Section B of this contract. The TSE is currently divided into seven (7) major technologies:

- Enhanced Metal Detectors (EMD),
- Advanced Technologies X-Ray Systems (AT),
- Explosive Trace Detection (ETD) machines,
- Hand Held Explosive Trace Detection (HHETD) machines,
- Explosive Trace Portal (ETP),
- Threat Image Projection (TIP) - Ready X-Rays (TRX)
- Cast and Prosthesis X-Ray (CPI)

Unless otherwise directed in Attachment J-2 note section, all TSE in the TSA warehouse is excluded from this contract.

The Contracting Officer will modify the contract to include provisions for new equipment and future technologies as they are procured and deployed. The Contractor **shall** establish and maintain the necessary agreements with current and future OEMs to properly maintain all fielded equipment.

C.4.1.2 Preventive Maintenance (PM) (CLIN X001)

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

Preventive maintenance is scheduled during non-operational hours or during non-peak operational hours

with approval of local TSA officials. PM actions usually expend consumable items (cleaning supplies, filters, etc.). There are two discrete levels of PM:

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

Level II PM - These activities are primarily performed monthly, quarterly, or annually. These activities are included under this PBL service level agreement. Monthly Level II PM will include verification of the performance of Level I PM performed by TSA personnel. This verification will be accomplished by reviewing airport logs for the TSE and through physical observation. TSA will ensure that weekly logs are available to the Contractor for review during monthly Level II PM. The Contractor *shall* notify the COTR when weekly PM logs are unavailable for review.

C.4.1.3 Preventive Maintenance Consumables (CLIN X005)

The Contractor shall be responsible for ordering Level I PM consumables for TSA from a TSA approved supplier. The Contractor shall establish a consumable ordering process for TSA to submit orders via email, fax, or web based ordering system. Consumable orders shall be processed in no more than five (5) days upon receipt of the order and delivered to airports so as not to affect screening operations. The Contractor shall evaluate each order for reasonableness of quantity. If the Contractor determines that an order is unreasonable, the Government shall be notified for disposition. The Contractor shall evaluate and consider cost-effective alternatives to OEM-provided consumables where appropriate. The Contractor shall notify the Government prior to providing alternative consumables. The list of authorized consumables is provided in Section B of this Contract.

CDRL A012 Consumables Cost and Consumption Report

C.4.1.4 Corrective Maintenance (CM) (CLIN X001)

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

Corrective Maintenance – Unscheduled maintenance activities performed to repair or otherwise restore failed TSE to operational condition. These actions usually expend consumable and repair parts. There are three discrete levels of CM:

Level I CM – This is CM that is performed as needed to effect repairs that do not require trained FSTs (e.g., bag jams, PC reboots, etc.). These activities are currently performed by TSA personnel and are not part of this contract.

Level II CM – This is CM that is performed as needed to effect repairs that always require trained FSTs. These services are included under this PBL service level agreement.

Level III Depot Maintenance (DM) – Unscheduled maintenance activities performed to repair failed TSE that are performed by shipping the TSE *end item* (vs. component of TSE) back to a Depot. These services are included under this PBL service level agreement.

C.4.1.5 Failure Mode Identifier (FMI)

The Contractor *shall* create / develop Failure Mode Identifier (FMI) codes based on technical training received from the OEM. The Contractor *shall* capture the FMI codes in the TSE Database. One or more FMIs will be assigned for each corrective maintenance action. The FMI *shall* identify the failure cause; part(s) consumed in the repair; and detailed resolution / action code(s) that restored the TSE back to operational condition. The Contractor shall submit the proposed FMI codes to the Government for approval prior to implementation.

C.4.1.6 PBL Service Level Requirements

The Contractor shall provide PBL services for fielded TSE to meet the following Key Performance Parameters (KPP) requirements:

- **Mean Downtime (MDT)** – applies to on-site TSE repairs (i.e. at the airport).
- **Depot Turnaround Time (DTAT)** - applies to TSE *end items* that are returned to Depot for repair.

4.1.6.1 Mean Downtime (MDT):

Technology	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
EMD	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
ETP	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
TRX	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
ETD	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
HHETD	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
AT	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs
CPI	9 hrs	9 hrs	9 hrs	9 hrs	9 hrs

Refer to Section J-3 of this RFP for explanation of MDT calculations.

4.1.6.2 Depot Turnaround Time (DTAT)

Depot Turnaround Time for ETDs shall not exceed 10 calendar days and HHETDs shall not exceed 15 calendar days. Refer to Section J-3 of this Contract for explanation of DTAT calculations.

4.1.6.3 Supply Support

The Contractor *shall* establish a robust supply chain management process that includes the appropriate stockage levels of repair parts, distribution procedures, and shipping modes that support the RMA requirements of this SOW.

C.4.1.7 TSE Disposal Support (Provisional CLIN X007)

When tasked by the Contracting Officer, the Contractor shall perform activities to assist with the disposal preparation for Transportation Security Equipment (TSE) that is stored in warehouses. These activities include, but are not limited to, TSE disassembly; removal and shipment of radiation sources to designated locations; removal and destruction of computer hard drives with SSI data; and TSE reassembly.

C.4.1.8 Maintenance Training for TSA Personnel (Provisional CLIN X008)

The Contractor may be required to provide training for TSA personnel. Training for TSA Personnel is a

Provisional CLIN and will be separately approved and funded by the Government as needed and agreed upon by written Contract modifications. The Contractor *shall* ensure training materials are approved by the Government prior to execution.

CDRL A014 Training Materials

C.4.1.9 Engineering Support Services (Provisional CLIN X009)

The Contractor *shall* provide the services of engineers and technicians to perform technical engineering support, analysis, and engineering-related tasks that will be specified in a bilateral contract modification on an as needed basis.

C.4.2 RMA Metrics

Section J-3 of this Contract defines and describes a set of metrics that the Government uses to monitor TSE and PBL performance. The Contractor *shall* submit TSE RMA Metrics Reports in accordance with the CDRL and Attachment J-3.

CDRL A013 TSE RMA Metrics

C.4.3 Excepted Maintenance Equipment (CLIN X004)

On occasions where abnormal discrepancies occur that are outside the scope of this contract, the TSA Contracting Officer will separately authorize the Contractor to perform repairs on a Time and Materials basis. The Contractor shall establish an Excepted Maintenance Equipment List (EMEL) including a description of the maintenance issue, equipment identification, location, part and labor cost, shipping cost if applicable, and any other pertinent information needed to define the work required to affect the repair. Upon receipt of authorization from the Contracting Officer, the Contractor *shall* provide the necessary parts and labor to execute the listed corrective maintenance action. The Contractor shall track each maintenance action and update the EMEL to show current status. The Contractor shall submit the EMEL to the COTR at a minimum of monthly or as maintenance actions are necessary to allow the screening function to continue. The Contractor shall confirm with the local TSA that the need for correction still exists prior to execution of work and upon completion of work coordinate with local TSA. The Contractor *shall* not perform any actions not contained on the EMEL or any action that would not be covered by the funding. The Contractor shall notify the Contracting Officer and COTR when the remaining funding reaches 75%.

On occasion, TSA must respond to, or take precautionary actions for, emergencies or special events such as hurricanes, floods, major events, etc. Augmented Contractor FST support may be required and will be handled as Excepted Maintenance.

C.4.4 TSA Service Response Center (CLIN X003)

C.4.4.1 TSA Service Response Center Concept

The Contractor *shall* operate and maintain a TSA Service Response Center as the single point of contact for all maintenance service requests, including receiving trouble calls, generating trouble tickets, referring to the appropriate entity for disposition, coordinating maintenance, updating work order statuses and providing technical support during the life cycle of all TSE owned by TSA, including TSE maintained by other maintenance service providers. As TSA procures and deploys new technologies, the TSA Service Response Center will be expected to serve as the point of contact for all maintenance service requests.

The Contractor, in conjunction with the OEMs, *shall* establish telephone assisted technical troubleshooting guidelines to enable TSA Service Response Center agents to conduct maintenance repairs over the phone.

C.4.4.2 Availability

The TSA Service Response Center *shall* be reachable via toll-free telephone and email from everywhere within the United States and its territories. The TSA Service Response Center *shall* provide 24-hour a day, seven days a week, year-round availability. The Contractor *shall* establish a redundant Service Response Center to ensure continuity of operations in the event of natural disasters or other unforeseen events. The concept of operations *shall* be explained in the TSRCP and the COOP.

C.4.4.3 Responsiveness

The TSA Service Response Center *shall* coordinate and ensure that the current toll-free number is transferred from the incumbent to receive all incoming service calls. The transfer of the toll-free number *shall* be a seamless and transparent transition for the customer with no service disruptions. The TSA Service Response Center telephone line capacity *shall* be capable of handling the volume of incoming calls so that no caller ever encounters a busy signal and that answer time is less than one minute. The TSA Service Response Center *shall* not use call back or voice message systems for TSA customer calls related to maintenance of airport security equipment. Email reception inbox *shall* be capable of handling the volume of incoming emails, but if the inbox has reached storage capacity the inquiry *shall* bounce back to the customer so they know their service request was not received. The Contractor *shall* ensure that the response time on emails is less than 15 minutes. The TSA Service Response Center *shall* not use an automated email reply function. The TSA Service Response Center shall follow up with the originator, providing status updates on open tickets every 24 hours after the initial call and document the ticket.

Refer to Section J-2 of this Contract for estimate of TSRC telephone call and email volume.

C.4.4.4 Security

The TSA Service Response Center *shall* be designed to control access to security-sensitive information and only allow access by authorized personnel.

C.4.4.5 TSA Service Response Center Standard Operating Procedures

The Contractor *shall* establish, implement and maintain documented, repeatable processes for the operation of the TSA Service Response Center. The TSA Service Response Center personnel *shall* use the SOPs in daily operation of the TSA Service Response Center. Procedures shall include but not be limited to:

1. Ticket Escalation
2. Training (TSA Service Response Center procedures and equipment)
 - a) Records kept (by class and by staff member name)
 - b) Periodic refresher training; Timetable; Measurement (testing)
 - c) Expectations (e.g., for minimum level of class performance, etc.)
 - d) Troubleshooting (OEM Maintenance)

3. Lessons Learned
4. Ticket Prioritization
5. Call Handling
6. Ticket Updates – Daily Status
7. Communicating ticket status and follow-up (e.g., to airport personnel, OEMs, TSA, etc.)
8. Means of informing personnel of TSA Service Response Center operational changes
9. Continuous Improvement Techniques
10. Preventive Maintenance
11. Status Changes in Tickets
12. Maintenance Troubleshooting
13. Quality Assurance and Call Monitoring
14. System for Recording Time Stamps for Metrics Calculations
15. Customer Complaint
16. Handling of Return Material Authorization
17. Continuity of Operations (COOP)/Disaster Recovery/Redundancy
18. Risk Management
19. Subcontracting/Partnering
20. Ticket Dispatch
21. Ticket Close-Out

CDRL A015 TSA Service Response Center SOPs

C.4.4.6 TSA Service Response Center Data Reporting

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

CDRL A016 TSA Service Response Center Metrics Report

C.4.5 Information Technology

The Contractor *shall* establish and maintain the information technology infrastructure necessary to support its PBL and TSA Service Response Center operations.

The Contractor *shall* describe in the PMP its plans for acquiring and implementing the required software to meet contract requirements. This includes the service response center, maintenance, ILS program performance, and metrics software/database solution for data collection, analysis, and reporting. The PMP *shall* identify a primary point of contact for IT and software engineering issues.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- (a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate protection to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) The contractor shall be fully liable for any damage, deterioration, or losses incurred during shipment, handling, and installation which is attributable to improper packaging.
- (c) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.
- (d) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with change 1 dated 31 July 1997 and change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995. (<http://nsi.org/Library/Govt/Nispom.html>)
- (e) The Contractor shall place identical requirements on all subcontracts.

D.2 REPORTS AND OTHER DOCUMENTATION

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

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	FAR Prescription:
52.246-2	Inspection of Supplies-Fixed Price	Aug 1996	46.302
52.246-2	Inspection of Supplies-Fixed Price Alternate II	Jul 1985	46.302
52.246-4	Inspection of Services-Fixed Price	Aug 1996	46.304
52.246-15	Certificate of Conformance	Apr 1984	46.315
52.246-16	Responsibility for Supplies	Apr 1984	46.316

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Contractor is responsible for assuring only conforming products/services are offered to the U.S. Government for acceptance. The Government will use attachment J-4 Quality Assurance Surveillance Plan to measure contractor's performance.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	FAR Prescription:
52.242-15	Stop-Work Order	Aug 1989	42.1305(b)(1)
52.242-17	Government Delay of Work	Apr 1984	42.1305(c)
52.247-34	F.o.b. Destination	Nov 1991	47.303-6(c)

F.2 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract in accordance with the scope of SOW paragraph C.1.0 and the locations listed in Section J, Attachment J-2.

F.3 DELIVERY OF REPORTS

Required Times of Delivery are listed in the CDRLs DD form 1423 attachment J.1.

F.4 ADDRESSES FOR DELIVERABLES

COTR:

(b)(6)

Transportation Security Administration (TSA-16)
601 South 12th Street
Arlington, VA 20598-6025

CO:

William Melanson, Contracting Officer
Transportation Security Administration (TSA-25)
601 South 12th Street
Arlington, VA 20598-6025

F.5 PERIOD OF PERFORMANCE

The total period of performance of the effort required by this contract shall be fifty-two (52) months, which equals one (1) base period and four (4) option periods from date of award.

Base Period	Start date Performance	End Date of Performance
Base Period of Performance	09/30/2009	01/31/2010
Period A: CLINs	Start date Performance	End Date of Performance
0001 through 0005	09/30/2009	10/31/2009
0006	Delivery IAW CDRL's	DD form 1423
Period A: Provisional CLINs	Start Ordering Period	End Ordering Period
0007	09/30/2009	10/31/2009
0008	09/30/2009	10/31/2009
0009	09/30/2009	10/31/2009
Period B: CLINs	Start date Performance	End Date of Performance
0001 through 0005	11/01/2009	01/31/2010
0006	Delivery IAW CDRL's	DD form 1423
Period B: Provisional CLINs	Start Ordering Period	End Ordering Period
0007	11/01/2009	01/31/2010
0008	11/01/2009	01/31/2010
0009	11/01/2009	01/31/2010

Option 1: CLINs	Start date Performance	End Date of Performance
1001 through 1005	02/1/2010	01/31/2011
1006	Delivery IAW CDRL's	DD form 1423
Option 1: Provisional CLINs	Start Ordering Period	End Ordering Period
1007	02/1/2010	01/31/2011
1008	02/1/2010	01/31/2011
1009	02/1/2010	01/31/2011

Option 2: CLINs	Start date Performance	End Date of Performance
2001 through 2005	02/1/2011	01/31/2012
2006	Delivery IAW CDRL's	DD form 1423
Option 2: Provisional CLINs	Start Ordering Period	End Ordering Period
2007	02/1/2011	01/31/2012
2008	02/1/2011	01/31/2012
2009	02/1/2011	01/31/2012

Option 3: CLINs	Start date Performance	End Date of Performance
3001 through 3005	02/1/2012	01/31/2013
3006	Delivery IAW CDRL's	DD form 1423
Option 3: Provisional CLINs	Start Ordering Period	End Ordering Period
3007	02/1/2012	01/31/2013
3008	02/1/2012	01/31/2013
3009	02/1/2012	01/31/2013

Option 4: CLINs	Start date Performance	End Date of Performance
4001 through 4005	02/1/2013	01/31/2014
4006	Delivery IAW CDRL's	DD form 1423
Option 4: Provisional CLINs	Start Ordering Period	End Ordering Period
4007	02/1/2013	01/31/2014
4008	02/1/2013	01/31/2014
4009	02/1/2013	01/31/2014

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

a) The Contracting Officer for this contract is the only person authorized to approve changes in any requirements under this contract. Notwithstanding any clauses contained elsewhere in this contract the authority remains solely with the contracting officer.

(b) In the event the contractor effects any change at the direction of any person other than the contracting officer the change will be considered to have been made without authority and no adjustment will be made to the contract cost or price to cover any increase in costs incurred as a result of the change.

(c) The contractor shall submit any requests for modifications to this contract to the contracting officer with a copy to the Contracting Officer's Technical Representative.

(d) The Contracting Officer for this contract is identified in G.3.

(e) All correspondence related to this contract shall be directed to the Contracting Officer. All references to the Contracting Officer shall refer to the person identified in clause G.3.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (HSAR 3052.242-72) (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five (5) working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

G.3 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the Transportation Security Administration (TSA) and the Contractor.

The following individuals will be the TSA's points of contact during the performance of the contract:

1. Contracting Officer (CO): The TSA Contracting Officer (CO) identified below, has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. No oral statement by any person, or written statement by anyone other than the Contracting Officer, or his or her authorized representative acting within the scope of his or her authority, shall be interpreted as modifying the terms and conditions of this Contract. The CO may delegate certain other responsibilities

to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Name Mr. William Melanson
Address Transportation Security Administration, TSA-25
601 S. 12th Street
Arlington, VA 20598
Phone [Redacted]
Email Address [Redacted]

2. Contracting Officer's Technical Representative (COTR) and Alternate Contracting Officer's Representative:

[Redacted] (COTR)
Transportation Security Administration (TSA-16)
601 South 12th Street
Arlington, VA 20598-6025

[Redacted] (Alternate COTR)
Transportation Security Administration (TSA-16)
601 South 12th Street
Arlington, VA 20598-6025

The COTR has the authority to monitor the technical progress of the supplies, services, or construction that are required to be delivered under the contract. This includes visits to contractor's plant or the place of performance, meetings and telephone conversations with contractor personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COTR cannot authorize or order the cessation of contract work, nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. Should a need for a change (monetary or otherwise) arise under the contract, the contractor must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COTR occurs, notify the CO immediately for resolution. Contractors should also contact the CO when unable to contact the COTR on a technical matter and for assistance on all other matters pertaining to this contract. See H.19 concerning technical direction.

G.4 POST AWARD CONFERENCE

The Contracting Officer will establish the date of the Post Award Conference to be held within fourteen (14) days of contract award. The contractor shall prepare the agenda, invite the stakeholders, and prepare and distribute the minutes of the conference. The conference shall be co-chaired by the Contracting Officer and contractor's program manager. The location of the conference shall be a place mutually agreeable to the Government and the contractor. The minutes of the conference shall document all discussions that took place, as well as all information and guidance provided to the contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable terms of the contract. It is anticipated that, at a minimum, the contractor shall brief its business/transition plan, program schedule, program management, and organization.

This provision shall in no event constitute grounds for excusable delay by the contractor in performance

of any provision of the contract.

G.5 SUBMISSION OF INVOICES

(a) The Transportation Security Administration (TSA) partners with the United States Coast Guard Finance Center for financial services in support of TSA operations, including the payment of contractor invoices. Therefore, all contractor invoices must be submitted to, and will be paid by, the U.S. Coast Guard Finance Center (FinCen).

(b) Invoices may be submitted via facsimile, U.S. Mail, or email. Contractors shall utilize **ONLY ONE** method per invoice submission. The submission information for each of the methods is as follows in order of preference:

1) Facsimile number is: 757-413-7314

(c) The facsimile number listed above shall be used by contractors for **ORIGINAL** invoice submission only. If facsimile submission is utilized, contractors shall not submit hard copies of invoices via the U.S. mail. It is the responsibility of the contractor to verify that invoices are received, regardless of the method of submission used. Contractors may inquire regarding the receipt of invoices by contacting the U.S. Coast Guard Finance Center via the methods listed in subparagraph (e) of this clause.

2) U.S. Mail:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

3) Email Invoices:

FIN-SMB-TSAInvoices@uscg.mil or go to Website: www.fincen.uscg.mil

(d) Upon receipt of contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer's Technical Representative and/or Contracting Officer for review and approval. Upon approval, the TSA Contracting Officer will electronically route the invoices back to FinCen. Upon receipt of approved invoices from a TSA Contracting Officer, and the subsequent certification by an Authorized Certifying Official, FinCen will initiate payment of the invoices.

(e) Payment Status: Contractors may inquire on the payment status of an invoice by any of the following means:

(1) Via the internet: <https://www.fincen.uscg.mil>

Contact the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

(2) Via the [Payment Inquiry Form https://www.fincen.uscg.mil/secure/payment.htm](https://www.fincen.uscg.mil/secure/payment.htm)

G.6 PREPARATION OF INVOICES

(a) Invoices shall include the information required in subparagraph (a)(2) of the Prompt Payment Clause,

contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number (TIN), and DUNS number.

(b) Supplemental Invoice Documentation: Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's Technical Representative.

G.7 ACCOUNTING/APPROPRIATIONS DATA

BASE PERIOD A.				
ITEM NO. (CIMS)	CLIN	DESCRIPTION	ACCOUNTING/APPROPRIATIONS DATA	AMOUNT
00001	0001AA	GE ION-TRACK ITEMIZER	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	(b)(4)
00002	0001AB	SMITHS DETECTION IONSCAN 400B	5AV090B020D2009SWE042GE0006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00003	0001AC	SMITHS DETECTION IONSCAN 500DT	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00004	0001AD	ICX NOMADICS FIDO PAXPOINT	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00005	0001AE	SMITHS DETECTION SABRE 4000	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00006	0001AF	CEIA 02PN20	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00007	0001AG	GARRETT PD6500i	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00008	0001AH	METOREX 200HDe	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00009	0001AI	SMITHS HEIMAN 6040i	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00010	0001AJ	SMITHS HEIMAN 7555i	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00011	0001AK	RAPISCAN 520B / TRXU	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00012	0001AL	RAPISCAN 522B / TRXU	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00013	0001AM	SMITHS DETECTION SENTINEL II	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00014	0001AN	RAPISCAN 620 DV AT	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00015	0001AO	SMITHS DETECTION AT	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00016	0001AP	SPECTRUM CPI	5AV090B020D2009SWE042GE000623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00017	0001XX	New Technologies	N/A	
00018	0002A	Program Management	5AV090B020D2009SWE042GE0006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	(b)(4)

00019	0003A	TSA Service Response Center	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	(b)(4)
00020	0004A	Excepted Maintenance	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00021	0005A	PM Consumables	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00022	0007A	Disposal (Provisional)	N/A	
00023	0008A	Training (Provisional)	N/A	\$0.00
00024	0009A	Engineering Studies for SE (Provisional)	N/A	\$0.00
TOTAL				\$7,880,497.42

Note. The Item Numbers listed above are for internal TSA reference in the TSA Contract Information Management System (CIMS).

BASE PERIOD B.					
ITEM NO. (CIMS)	CLIN	DESCRIPTION	ACCOUNTING/APPROPRIATIONS DATA	AMOUNT	
00025	0001BA	GE ION-TRACK ITEMIZER	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	(b)(4)	
00026	0001BB	SMITHS DETECTION IONSCAN 400B	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00027	0001BC	SMITHS DETECTION IONSCAN 500DT	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00028	0001BD	ICX NOMADICS FIDO PAXPOINT	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00029	0001BE	SMITHS DETECTION SABRE 4000	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00030	0001BF	CEIA 02PN20	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00031	0001BG	GARRETT PD6500i	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00032	0001BH	METOREX 200HDe	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00033	0001BI	SMITHS HEIMAN 6040i	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00034	0001BJ	SMITHS HEIMAN 7555i	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00035	0001BK	RAPISCAN 520B / TRXU	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00036	0001BL	RAPISCAN 522B / TRXU	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00037	0001BM	SMITHS DETECTION SENTINEL II	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00038	0001BN	RAPISCAN 620 DV AT	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00039	0001BO	SMITHS DETECTION AT	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00040	0001BP	SPECTRUM CPI	5AV090B020D2009SWE042GE00623006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		
00041	0001XX	New Technologies	N/A		\$0.00
00042	0002B	Program Management	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D		(b)(4)

00043	0003B	TSA Service Response Center	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	(b)(4)
00044	0004B	Excepted Maintenance	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00045	0005B	PM Consumables	5AV090B020D2009SWE042GE006723006200622CTO-6200000000000000-2571-TSA DIRECT-DEF. TASK-D	
00046	0007B	Disposal (Provisional)	N/A	\$0.00
00047	0008B	Training (Provisional)	N/A	\$0.00
00048	0009B	Engineering Studies for SE (Provisional)	N/A	\$0.00
			TOTAL	\$13,362,581.40

Note. The Item Numbers listed above are for internal TSA reference in the TSA Contract Information Management System (CIMS).

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF INFORMATION

(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 (within this Contract), 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.

(c) The Contractor shall comply with 6 C.F.R. Chapter I Part 5 (effective January 27, 2003) concerning the production or disclosure of official information in connection with legal proceedings including litigation to which TSA and/or the Department of Homeland Security is not a party. If the contractor is served with subpoenas, summonses, and/or demands for official information or action, the contractor shall contact the contracting officer immediately and obtain written approval by the appropriate approval officials before any such information, documents or testimony may be produced.

(d) 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

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

(f) The Government intends to use electronic commerce methods to the maximum extent practicable for the resulting contract.

(g) It is understood that in the execution of this contract, the Contractor may come in contact with Government procurement sensitive information or proprietary business information from other contractors. As such, in this role as an official Government contractor, the Contractor shall certify (as evidenced by signature on this agreement) that it will not disclose, publish, divulge, release, or make

known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive or proprietary business information from other Contractors during the course of this contract. It is understood that for the purpose of this Clause, procurement sensitive information is to include, but not limited to, procurement data, contract information, plans, and strategies.

(h) The Contractor specifically will not disclose any information outlined in subparagraph (g) to employees of the Contractor who have not worked under this contract and who are not authorized to receive such information. The Contractor will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

(i) The Contractor shall fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under the subject contract.

(j) The Contractor shall include this clause in each of its subcontracts.

(k) The Contractor shall have the responsibility to enter into such agreements and nondisclosure statements with other Government contractors, as TSA deems necessary to execute the work under this contract and allow these Government contractors access to the Contractors' technical documentation, data, and/or software as defined under data rights clauses under this contract.

H.2 SUBCONTRACT FLOW-DOWN

All applicable terms and conditions of this contract shall apply to all subcontracts of any tier that are directly or indirectly involved in the performance of this contract.

H.3 TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) Technical direction must be within the scope of work stated in the contract. The COTR does not have the authority to, and shall not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total contract effort or contract value, i.e. cost, price, fixed fee, or award fee, or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction should be issued in writing by the COTR. For the applicable order, time permitting. When a short turnaround time is required, the COTR may issue technical direction verbally. Any verbal direction shall be followed by fax direction within 24 hours.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate order modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor shall proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

H.4 REQUIREMENTS AND DUTIES FOR HANDLING SENSITIVE SECURITY INFORMATION (SSI)

The TSA Contractor will administer and handle any Sensitive Security Information (SSI) in accordance with the procedures and policies outlined in 49 CFR Part 1520.

(a). Requirements for Safeguarding and Control of SSI. For purposes of this Contract, all information that the TSA provides or causes to be provided to the Contractor as SSI in connection with its duties under this contract shall be covered by TSA policies and procedures for safeguarding and control of SSI, as available at www.tsa.gov until the TSA specifically authorizes the Contractor in writing to treat any such information as public. This requirement shall be applicable to all subcontracting on the contract.

(b). Definition of Confidential Information. In addition to the SSI defined by TSA, SSI on this contract shall also include: (1) any specifications, know-how, strategies or technical data, processes, business documents or information, marketing research and other data, customer or client lists, or sources of information which are owned, used or possessed exclusively by or for the benefit of the TSA and based on SSI; (2) SSI-derived work product(s); (3) all SSI obtained by the Contractor from a third party in connection with performance under this contract.

(c). Duty to Maintain SSI. Except as required by any law, court order, subpoena, or by the TSA, or as required to perform Contractor's duties under this Contract, neither Contractor nor its related entities shall disclose SSI to anyone without a valid need to know, nor shall they use or allow the use of SSI to further any private interest other than those within the scope of this Contract. The Contractor shall immediately notify the TSA Contracting Officer in writing of any subpoena or court order requiring disclosure of SSI.

(d.) The deliverables for CDRL: A004 and DID: OST-LCS-004 (Transportation Security Equipment Database), listed under Section J, Attachment J-1, are considered SSI and shall be

handled accordingly.

H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (HSAR 3052.222-70) (DEC 2003)

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

(End of clause)

H.6 PAYMENT FOR CLIN X001 and CLIN X002 through X005

Base Period

Payment to the Contractor will be based on deployed, in-service, out-of-warranty machines. The Contractor shall submit a monthly invoice for 1/4 of the base period unit maintenance price based upon the number of out-of-warranty units in service and the monthly service level as of the 26th of each month using the equipment count analyzed from the SE Database (CDRL A004). If the mean downtime for units covered by CLIN X001 meets the service-level agreement requirements, the Contractor may bill for a full 1/4 of the CLIN price for that month. When service-level agreement requirements are not met, the Contractor shall only bill for 95% of 1/4 of the CLIN price for that month. The remaining 5% will be held in a retained account over which the CO has unilateral authority to release in the next billing cycle.

The Contractor shall submit a monthly invoice for 1/4 of the base period price for CLIN X002 and CLIN X003. The Contractor may submit a monthly invoice for the allowable costs identified during that period for CLIN X004 and CLIN X005.

Option Periods 1 - 4

Payment to the Contractor will be based on deployed, in-service, out-of-warranty machines. The Contractor shall submit a monthly invoice for 1/12 of the annual unit maintenance price for Option Periods 1 through 4 based upon the number of out-of-warranty units in service and the monthly service level as of the 26th of each month using the equipment count analyzed from the SE Database (CDRL A004). If the mean downtime for units covered by CLIN X001 meets the service-level agreement requirements, the Contractor may bill for a full 1/12 of the CLIN price for that month. When service-level agreement requirements are not met, the Contractor shall only bill for 95% of 1/12 of the CLIN price for that month. The remaining 5% will be held in a retained account over which the CO has unilateral authority to release in the next billing cycle.

The Contractor shall submit a monthly invoice for 1/12 of the annual unit price for CLIN X002 and CLIN X003. The Contractor may submit a monthly invoice for the allowable costs identified during that period for CLIN X004 and CLIN X005.

H.7 ORDERING--PROVISIONED (CONTRACTING OFFICER) (Provisional Line Items X007, X008, X009)

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish services or other requirements under the Item(s)

set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any Item set forth herein until a contract modification is issued by the Government.

- (b) Contractor Proposal - Requirements being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a cost and profit/fee proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data unless such requirement has been waived. Certification of the cost or pricing data shall be made upon agreement on the cost and fee/profit.
- (c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for services or other requirements may be issued during the period covered by this contract including the period of exercised options. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured.
- (d) Ordering. For the purposes of this contract, the CO is the ordering activity. The CO will issue contract modifications for services or other requirements to be furnished by the Contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (o) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall--
- (i) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
 - (ii) be numbered as a modification to this contract;
 - (iii) identify the Item number set forth in Section B of the Schedule under which the services or other requirements are being procured
 - (iv) set forth in full detail the services or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (k) below));
 - (v) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;
 - (vi) set forth packing and marking requirements for supplies being;
 - (vii) set forth consignment instructions for services or other requirements being procured to the extent they are known at the time the contract modification is issued and
 - (viii) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a unilateral order where the delivery schedule has not been negotiated);
 - (ix) obligate funds to cover priced orders issued under paragraph (e) below or unilateral orders issued under paragraph (f) below;
 - (x) set forth the applicable accounting and appropriation data (to be provided to the CO by the cognizant provisioning or requiring activity (see paragraph (o) below));
 - (xi) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (1) the Contractor, (2) the contract administration office, (3) the cognizant provisioning or requiring activity, (4) the paying office, and (5) the accounting office

- (e) Issuance of Supplemental Agreements Covering Priced Orders. Except as otherwise provided in paragraph (f) below, the CO will issue a supplemental agreement to this contract in the form of a priced order when services or other requirements are to be furnished by the Contractor. Such supplemental agreement shall set forth the estimated cost and fee for the supplies or other requirements being procured and be otherwise definitive at the time of issuance and shall be signed by the Contractor and the CO.
- (f) Issuance of Contract Modifications Covering Unilateral Orders. In those cases where it is not possible to establish the estimated cost and fee for the services or other requirements to be furnished by the Contractor, the CO will issue a modification to this contract in the form of a unilateral order. Each unilateral order shall set forth the limitation of Government liability for the supplies or other requirements being procured and shall be signed by the CO.
- (g) Limitation of Government Liability and Contractor Obligations under Unilateral Orders. The limitation of Government liability specified in each unilateral order shall be the limitation on the Government's obligation to pay for the services or other requirements being ordered until the estimated cost and fee are established in accordance with paragraph (h) unless such limitation has been increased in writing by the CO. The Contractor shall not be obligated to proceed with performance under any unilateral order if the Contractor has reason to believe that the services or other requirements called for will exceed the limitation of Government liability specified therein but shall promptly notify the CO, in writing, with a copy to the cognizant provisioning or requiring activity and propose an increase in the limitation of Government liability. Within fifteen (15) days after receipt of such notification, the CO will either increase the limitation of Government liability of the unilateral order concerned or notify the Contractor in writing how and to what extent the work is to be continued. If the Contractor has reason to believe that the total cost to the Government for the services or other requirements called for in any unilateral order will be substantially less than the limitation of Government liability specified therein, the Contractor shall promptly notify the CO, in writing, with a copy to the cognizant provisioning or requiring activity. The CO may, based upon such notification, decrease the limitation of Government liability of the unilateral order concerned. Any increase or decrease in the limitation of Government liability shall be set forth in a modification to the unilateral order concerned.
- (h) Establishment of Estimated Cost and Fee or Price under Unilateral Orders. The Contractor shall submit to the CO not later than sixty (60) days after issuance of each unilateral order a cost and fee/profit proposal for the services or other requirements ordered by the Government which shall include: (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the unilateral order together with sufficient data to support the accuracy and reliability of such estimate, and (2) supporting cost or pricing data (see paragraph (m) below), except that if a cost and fee proposal including supporting cost or pricing data was submitted to the CO before the issuance of the unilateral order concerned, only revisions to such cost and fee proposal and supporting cost or pricing data are required to be submitted to the CO. Upon submission of the Contractor's cost and fee/profit proposal, or revisions thereto, the Contractor and the CO shall promptly negotiate and establish the estimated cost and fee or price for the supplies or other requirements called for in the unilateral order concerned. The estimated cost and fee or price established for the services or other requirements, as agreed upon by the Contractor and the CO, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable unilateral order shall be shown in such supplemental agreement. Multiple unilateral orders or portions of unilateral orders may be incorporated in supplemental agreements which establish the estimated cost and fee for the supplies or other requirements ordered by the Government. The estimated cost and fee or price of each unilateral order shall be established at most within one hundred eighty (180) days after the issuance of the

unilateral order, or upon completion of forty percent (40%) of the work, whichever occurs earlier. If agreement on a definitive supplemental agreement to this contract is not reached within the period specified above, the CO may unilaterally determine a reasonable fee for the unilateral order concerned, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract.

- (i) Segregation of Costs of Unilateral Orders. The Contractor shall segregate by order all costs incurred under each unilateral order from the costs of all other work currently being performed and from all orders that are subsequently received. This requirement for the segregation of costs shall continue until the estimated cost and fee or price for the unilateral order concerned are established in a supplemental agreement to this contract.
- (j) Cost and Fee Proposals for Priced Orders and Unilateral Orders. The term "cost and fee proposal", as used herein, means at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any unilateral order issued under paragraph (f) above, as determined by the CO.
- (k) Modifications to Priced Orders or Unilateral Orders. Additions to priced orders or unilateral orders shall be effected in accordance with the procedures for issuing contract modifications specified herein. Any claim for charges resulting from a decrease in the supplies or other requirements ordered by the Government shall be processed in accordance with the termination procedures of this contract. The applicable contract line item numbers or exhibit line item numbers cited in priced orders or unilateral orders shall be cited in appropriate modifications to such orders.

H.8 TOTAL MAINTENANCE RESPONSIBILITY

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

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

- (b) Acknowledgement. The Contractor hereby acknowledges that it has no right to assert against the Government, its officers, agents, or employees, any claim or demands with respect to the aforesaid specifications based upon impossibility of performance; defective, inaccurate, unfeasible, insufficient or invalid Security Equipment specifications; or implied warranties of suitability of any such specifications. Security Equipment specifications shall be deemed to mean subsystem level, unit level, and software specifications. The Contractor further acknowledges that the Contractor may not be entitled to any changes to the delivery schedules or any other terms or conditions of this contract as a result of changes to Security Equipment specifications which may be necessary to permit achievement of the Operational Availability or other requirements of the Contract.

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

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

1. Contract Terms or Modifications that contain modifications to the Specifications, Statements of Work, or other Requirements for the Maintenance actions;
2. Key Performance Parameters for the End Items;
3. Statement of Work

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

H.9 ASSOCIATE CONTRACTOR CLAUSE

The Contractor shall negotiate and implement agreements with each supplier of the Security Equipment addressed in the Line Items of this Contract. Those agreements shall be sufficient in allowing the Contractor to meet the requirements of the Special Contract Requirement H-8, Total Maintenance Responsibility. The Contractor shall provide all agreements to the PCO.

In the event of a conflict between the terms of this Contract and the terms of those agreements, the terms of this contract shall take precedence.

H.10 KEY PERSONNEL OR FACILITIES (HSAR 3052.215-70) (DEC 2003)

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

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

The Key Personnel under this Contract:

(b)(6)

(b)(6)

(End of clause)

H.11 CONTRACTOR EMPLOYEES SUITABILITY DETERMINATION

This special contract provision applies to any person requiring "Staff Like Access" to:

- (1) TSA/DHS Facilities (for this contract the facilities are TSA Headquarters, TSA's Freedom Center and the Transportation Security Integration Facility (TSIF))
- (2) TSA/DHS Information Technology Systems
- (3) TSA/DHS Sensitive but Unclassified Information

It is understood that all other contractors working at the airport locations will be vetted thru the SIDA badge process and will not be required to undergo PERSEC vetting requirements due to the fact that these individuals will not access TSA/DHS facilities; TSA/DHS IT systems; or TSA/DHS sensitive but unclassified information.

All individuals seeking to provide services to TSA under a TSA contract are subject to a suitability determination to assess whether their initial employment and continued employment on a TSA contract protects or promotes the efficiency of the agency. TSA, by and through the Office of Security, Personnel Security Division (PerSec), will allow an individual to commence employment on a TSA contract only if a review of the individual's preliminary background check is favorable. Individuals with unfavorable preliminary background checks will not be allowed to work on a TSA contract.

A suitability determination involves the following three phases:

Phase 1: Preliminary Background Check: a review of an individual's consumer credit report, criminal history records, and submitted security forms to determine, to the extent possible, if the individual has bad debt and/or criminal offenses and/or falsification issues that would prohibit employment as a TSA contractor. A favorable Preliminary Background Check is not a final suitability determination; rather, it is a preliminary review of external data sources that allows the individual to commence work prior to the required background investigation being completed.

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

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

Phase 3: Final Suitability Adjudication: TSA PerSec will complete the final suitability adjudication after receipt and review of the completed OPM background investigation. The final suitability adjudication is an assessment made by TSA PerSec to determine whether there is reasonable expectation that the continued employment of the TSA contractor will or will not protect or promote the efficiency of the agency. An unfavorable final suitability determination will result in a notification to the COTR that the

contractor has been deemed unsuitable for continued employment and that he/she shall be removed from the TSA contract.

(End of clause)

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	Required by:
52.202-1	Definitions	Jul 2004	2.201
52.203-3	Gratuities	Apr 1984	3.202
52.203-5	Covenant Against Contingent Fees	Apr 1984	3.404
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006	3.503.2
52.203-7	Anti-Kickback Procedures	Jul 1995	3.502.3
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997	3.104-9(a)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997	3.104-9(b)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Sep 2007	3.808(b)
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008	3.1004(a)
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	Aug 2000	4.303
52.204-7	Central Contractor Registration.	Apr 2008	4.1104
52.204-9	Personal Identity Verification of Contractor Personnel.	Sep 2007	4.1303
52.204-10	Reporting Subcontract Awards	Sep 2007	4.1401(a)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Sep 2006	9.409(b)
52.215-2	Audit and Records—Negotiation.	Mar 2009	15.209(b)
52.215-8	Order of Precedence—Uniform Contract Format.	Oct 1997	15.209(h)
52.215-14	Integrity of Unit Prices.	Oct 1997	15.408(f)(1)

Clause	Title	Date	Required by:
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	Oct 1997	15.408(m)
52.216-5	Price Redetermination—Prospective.	Oct 1997	16.205-4
52.217-8	Option to Extend Services	Nov 1999	17.208(f)
52.217-9	Option to Extend the Term of the Contract	Mar 2000	17.208(g)
52.219-8	Utilization of Small Business Concerns.	May 2004	19.708(a),
52.219-9	Small Business Subcontracting Plan	Apr 2008	19.708(b)
52.219-9	Small Business Subcontracting Plan- Alternate II	Oct 2001	19.708(b)(1)
52.219-14	Limitations on Subcontracting	Dec 1996	19.508(e) or 19.811-3(e)
52.219-16	Liquidated Damages- Subcontracting Plan	Jan 1999	19.708(b)(2)
52.219-28	Post-Award Small Business Program Representation	Apr 2009	19.308(d)
52.222-3	Clause Convict Labor	Jun 2003	22.202
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	Jul 2005	22.305
52.222-21	Prohibition of Segregated Facilities.	Feb 1999	22.810(a)(1)
52.222-26	Equal Opportunity.	Mar 2007	22.810(e)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep 2006	22.1310(a)(1)
52.222-36	Affirmative Action for Workers with Disabilities	June 1998	22.1408(a)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sep 2006	22.1310(b)
52.222-41	Service Contract Act of 1965	Nov 2007	22.1006(a)
52.222-43	Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)	Nov 2006	22.1006(c)(1)
52.222-50	Combating Trafficking in Persons	Feb 2009	22.1705(a)
52.223-6	Drug-Free Workplace	May 2001	23.505
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995	23.804(b)
52.223-14	Toxic Chemical Release Reporting	Aug 2003	23.906(b)

Clause	Title	Date	Required by:
52.225-1	Buy American Act- Supplies	Feb 2009	25.1101(a)(1)
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008	25.1103(a)
52.227-1	Authorization and Consent	Dec 2007	27.201-2(a)(1)
52.227-14	Rights in Data—General	Dec. 2007	27.409(b)(1)
52.228-5	Insurance- Work on a Government Installation	Jan 1997	28.31
52.229-3	Federal, State, and Local Taxes	Apr 2003	29.401-3
52.232-1	Payments	Apr 1984	32.111(a)(1)
52.232-8	Discounts for Prompt Payment	Feb 2002	32.111(b)(1)
52.232-9	Limitation on Withholding of Payments	Apr 1984	32.111(b)(2)
52.232-11	Extras	Apr 1984	32.111(c)(2)
52.232-17	Interest	Oct 2008	32.611(a) 32.611(b)
52.232-18	Availability of Funds	Apr 1984	32.705-1(a)
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984	32.705-1(b)
52.232-23	Assignment of Claims	Jan 1986	32.806(a)(1)
52.232-23	Assignment of Claims – Alternate I	Jan 1986	32.806(a)(2)
52.232-25	Prompt Payment.	Oct 2008	32.908(c)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003	32.1110(a)(1)
52.233-1	Disputes	Jul 2002	33.215
52.233-1	Disputes – Alternate I	Dec 1991	33.215
52.233-3	Protest after Award	Aug 1996	33.106(b)
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004	33.215(b)
52.237-3	Continuity of Services	Jan 1991	37.110(c)
52.239-1	Privacy or Security Safeguards	Aug 1996	39.107
52.242-13	Bankruptcy	Jul 1995	42.903
52.243-1	Changes- Fixed-Price	Apr 1987	43.205(a)(1)
52.243-1	Changes- Fixed Price, Alternate II	Apr 1984	43.205(a)(3)
52.244-6	Subcontracts for Commercial Items	Mar 2009	44.403
52.245-1	Government Property	Jun 2007	45.107(a)

Clause	Title	Date	Required by:
52.245-9	Use and Charges	Jun 2007	45.107(c)
52.246-25	Limitation of Liability—Services	Feb 1997	46.805
52.247-27	Contract Not Affect by Oral Agreement	Apr 1984	47.207-8(b)
52.247-28	Contractor’s Invoice	Apr 1984	47.207-9(c)
52.247-63	Preference for U.S.- Flag Air Carriers	Jun 2003	47.405
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004	49.502(b)(1)(i)
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984	49.504(a)(1)
52.250-5	Safety Act – Equitable Adjustment	Feb 2009	50.206(d)

I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (Dec 1989)

This contract is subject to the written approval of the TSA Office of Acquisition, Security Technology Division Director shall not be binding until so approved.

(End of clause)

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (Oct 1997)

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates

specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, except if the following clauses are exercised:

- If FAR 52.237-3 Continuity of Services (Jan 1991) is exercised, contract shall not exceed five (5) years and three (3) months.
- If FAR 52.217-8 Option to Extend Services (Nov 1999) is exercised, contract shall not exceed five (5) years and six (6) months.
- If both FAR 52.217-8 Option to Extend Services (Nov 1999) and FAR 52.237-3 Continuity of Services (Jan 1991) are exercised, contract shall not exceed five (5) years and nine (9) months.

(End of clause)

I.6 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (Dec 2004)

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

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective

bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance

Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS

- | | |
|---------------|---|
| ATTACHMENT 1. | Contract Data Requirements List (CDRLs) and Data Item Description (DIDs) |
| ATTACHMENT 2. | Maintenance Actions and Inventory Listing of TSE |
| ATTACHMENT 3. | Performance Base Logistic (PBL) and RMA Metrics Training Plan Template and Requirements |
| ATTACHMENT 4. | Quality Assurance Surveillance Plan (QASP) |
| ATTACHMENT 5. | Wage Determination Information |

[END OF SECTION]