

**PART I - SECTION B  
SUPPLIES/SERVICES & PRICE/COST**

**B.1 IDENTIFICATION OF SUPPLIES/SERVICES**

The Contractor shall provide the following supplies and services in accordance with the terms and conditions of this contract for the performance period identified in Section F for the Whole Body Imager (WBI). The ordering period and the period of performance for the respective Contract Line Item Numbers (CLIN(s)) are contained in Section F. All CLINs will be activated by means of Delivery Orders.

**B.2 TYPE OF CONTRACT**

This is an indefinite delivery/indefinite quantity (ID/IQ) contract with firm-fixed price (FFP) and time and material (T&M) Contract Line Item Numbers (CLIN(s)). Delivery/task Orders will be issued for all equipment and service Orders.

**B.3 INDEFINITE QUANTITY CONTRACT – MINIMUM AND MAXIMUM AMOUNT**

During the period of performance of this contract, the Government may provide to the Contractor one or more Delivery Orders. The minimum Delivery Order quantity shall be four (4) leased WBI units. The maximum contract ceiling for all Orders established under this contract shall not exceed 80 units (excluding T&M Orders), unless the contract is modified by a Contracting Officer. The Government is not required to Order more than the minimum stated amount under this contract. The Government is not obligated to Order all CLIN items.

**B.4 CONTRACT LINE ITEM NUMBERS (CLIN(s))**

**B.4.1 CLIN Listing**

The following Contract Line Items are applicable to Delivery Orders issued under this contract. The Ordering period for CLIN's 0001 through 0010, and CLIN 0014 shall be two (2) years. The period of performance for CLIN's 0011, 0012, 0013, 0015, 0016, 0017, 0018, and 1010 through 1017, shall be one basic year plus 1 option year (a total of two (2) years from the date of award).

Table B.4.1 CLIN Listing

<b>Contract Line Item Number (CLIN)</b>	<b>DESCRIPTION</b>	<b>CLIN TYPE</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
0001	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for					

Contract Line Item Number (CLIN)	DESCRIPTION	CLIN TYPE	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Operational Testing and Evaluation					
0001AA	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for Operational Testing and Evaluation					
0001AB	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for Operational Testing and Evaluation					
0001AC	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for Operational Testing and Evaluation					
0001AD	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for Operational Testing and Evaluation					
0001AE	Lease of unit for Aviation environment (per unit) in accordance with the Derived Requirements Document for					

non responsive

Contract Line Item Number (CLIN)	DESCRIPTION	CLIN TYPE	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	Operational Testing and Evaluation					
0002	OPTION Purchase unit after lease for Aviation environment in accordance with the Derived Requirements Document					
0003	OPTION Purchase unit for Aviation environment in accordance with the Derived Requirements Document					
0004	Operator Manuals in accordance with paragraph 3.8.1 of the SOW					
0005	Maintenance Manuals in accordance with paragraph 3.8.2 of the SOW					
0006	Field Data Reporting System in accordance with paragraph 5.2.1.7 of the SOW					
0007	Training image development in accordance with paragraph 3.10.3					
0008	Training Simulators (one simulator per unit in the field) in accordance with paragraph 3.10.3					
0009	Install and Integration in accordance with paragraph 3.9					
0010	Training for Aviation environment in					

non responsive

Contract Line Item Number (CLIN)	DESCRIPTION	CLIN TYPE	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
	accordance with paragraph 3.10					
0011	Maintenance Training					
0012	Preventative Maintenance (per unit – per year) in accordance with paragraph 5.2.1.3 of the SOW					
0013	Corrective Maintenance (per unit-per year) in accordance with paragraph 5.2.1.4 of the SOW					
0014	Site Preparation					
0014A	Site Preparation for leased units in accordance with 3.9.1					
0014B	Site Preparation for production units in accordance with 3.9.1					
0015	Technical Data Package in accordance with paragraph 3.5.3 of the SOW					
0016	Field Support for Test & Evaluation in accordance with paragraph 3.5.1					
0017	Engineering Services in accordance with paragraph 4.0 of the SOW					
0018	Shipping					

non responsive

Contract Line Item Number (CLIN)	DESCRIPTION	CLIN TYPE	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>OPTION YEAR ONE</b>						
1010	Training for Aviation environment in accordance with paragraph 3.10					
<u>1011</u>	Maintenance Training					
1012	Preventative Maintenance (per unit) in accordance with paragraph 5.2.1.3 of the SOW					
<u>1013</u>	Corrective Maintenance (per unit - per year) in accordance with paragraph 5.2.1.4 of the SOW					
<u>1017</u>	Engineering Services in accordance with paragraph 4.0 of the SOW					
	<b>TOTAL AMOUNT OF CONTRACT AWARD</b>					

non responsive

<b>LEGEND</b>	
EA	Each
FFP	Firm Fixed Price
LO	Lot
MO	Months
T&M	Time and Materials
NSP	Not Separately Priced

**B.5 LEASE WITH AN OPTION TO PURCHASE**

Up to four (4) units may be leased for a period of up to six (6) months with an option to purchase. All lease costs will be applied to the purchase price. The Delivery Order for the purchase of the leased units will be the cost of the unit less the lease cost.

**B.6 TIME AND MATERIALS CLINS**

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

Labor Category (Basic Year)	Labor Rate
RE1	non responsive
RE2	
RE3	
FS1	
FS2	
FS3	
Labor Category (Option Year)	
RE1	
RE2	
RE3	
FS1	
FS2	

FS3

non  
responsive

### **B.6.1 Fully burdened direct labor rates**

The labor rates proposed are to be fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate Escalation charges. These rates shall apply for the period commencing with the date the Contract is awarded by the Government for 1 year plus 1 option year (a total of five (2) years from the date of award). The rates shall be used when billing the TSA for Delivery Orders issued during the applicable Contract period.

### **B.7 FIXED PRICE DELIVERY ORDERS**

The Contractor shall, when so ordered by the Government, provide the necessary management, labor, facilities, materials and supplies to perform tasks as stated in individual Delivery Orders. Each Delivery Order will be issued pursuant to and within the scope of Section C, Statement of Work. The Contractor shall provide the service and/or deliverables within the parameters of the Firm Fixed Price Delivery Order.

### **B.8 SHIPPING**

Delivery Orders will stipulate shipping requirements as necessary. Units will be shipped F.O.B origin government bill of lading for units within the United States. In the event the Government is unable to provide a government bill of lading the Contractor is required to ship F.O.B Origin and bill shipping as a separate line item on the invoice. Actual shipping costs will be paid on a cost basis; profit/fee will not be paid on these costs.

Upon award of contract the contractor will request TSA bar codes from the Government Property Manager (see Section G-1). The TSA barcodes will be placed on the units prior to packaging. The serial number will be clearly identified in bold stamp/writing on several sides of the crate/package. Upon Factory Acceptance Test (FAT) the Original Equipment Manufacturer (OEM) will provide the Government Property Manager Government Property Information Sheet (GPIS) and a DD-1149 (Government Shipping Document) with the make, model, serial number, and TSA barcode on the equipment. The Government is responsible for the transportation management of FAT units. The Contractor shall not relocate Government Property without prior approval/Government paperwork from Contracting Officer/Contracting Representative/Government Property Manager. All Government paperwork shall be delivered to the specified Government Property Manager for location identification. The Contractor shall keep track of equipment that has been Factory Acceptance Tested (FAT) by submitting to the Contracting Officer and Government Property Manager a Microsoft Excel Document that identifies site location, make, model, serial number, and TSA barcode every first day of the third month.

### **B.9 TRAVEL**

For Engineering Support Services, the Contracting Officer will reimburse non-local travel costs on a cost plus G&A, no profit/fee basis. Travel reimbursement covers actual and reasonable costs for transportation, lodging, meals and incidental expenses and will be reimbursed in accordance with Section G, Contract Administration Data.

**PART I – SECTION C**  
**STATEMENT OF WORK**

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**PART I – SECTION C  
STATEMENT OF WORK**

**1.0 OVERVIEW**

**1.1 Background**

The Transportation Security Administration (TSA) is charged with the mission of protecting the nation's transportation systems to ensure freedom of movement for people and commerce. The mission of TSA's Office of Security Technology (OST) is to develop and implement the best security technology solutions to assist TSA in its mission. The OST counters threats to security with procedures and technologies that deter, prevent, and/or render ineffective any attempt to sabotage commerce and transportation.

**1.2 Objective**

In support of the mission of TSA, the OST is conducting a field experiment and pilot test of eligible Whole Body Imager (WBI) systems. Eligible systems shall meet the following criteria: independent testing to verify safety and acceptance by the Transportation Security Laboratory (TSL) after technical testing. It is the intention of TSA to lease, with option to purchase, four (4) WBI units which will be utilized as follows: one (1) unit to TSL (which may be deployed following technical testing) and up to three (3) units deployed to airports for field testing. Up to an additional 76 units may be purchased. Field experimentation shall evaluate initial effectiveness, suitability, policies, procedures and processes associated with WBI systems will be evaluated. Field data and information will be used to validate prospective solutions.

**1.3 Scope of Work**

To support its evaluation of WBI systems, TSA requires installation, setup, and checkout of **four (4)** WBI systems to be delivered to TSA designated sites for field and lab evaluation. Furthermore, associated engineering, operator training, operator maintenance training, training image development, and logistical support are also required. Following field testing, these services may be required for **additional production** systems. Support shall be required for the period of performance identified in Section F.

**1.4 Acronyms**

Acronym	Definition
CAP	Configuration Audit Plan
CAR	Corrective Action Report
CDRL	Contract Data Requirements List
CD-ROM	Compact Disc - Read Only Memory
CFR	Code of Federal Regulations
CI	Configuration Item
CLIN	Contract Line Item Number
CM	Configuration Management, Corrective Maintenance

Acronym	Definition
CMP	Configuration Management Plan
CO	Contracting Officer
COOP	Continuity of Operations Plans
COTS	Commercial Off the Shelf
CSA	Configuration Status Accounting
CSAR	Configuration Status Accounting Report
CTO	Chief Technology Office
DAL	Data Accession List
DHS	Department of Homeland Security
DID	Data Item Description
DLI	Document Library Index
DM	Depot Maintenance
DO	Delivery Order
DODSSP	Department of Defense Single Stock Point
DOT	Department of Transportation
DVD	Digital Versatile Disc
ECP	Engineering Change Proposal
EI	End Item
FAA	Federal Aviation Administration
FAST	FAA Acquisition System Toolset
FAT	Factory Acceptance Test
FAT&E	First Article Test and Evaluation
FCA	Functional Configuration Audit
FMI	Failure Mode Identifier
FSD	Federal Security Director
FST	Field Service Technician
GFE	Government Furnished Equipment
HDBK	Handbook
ILS	Integrated Logistics Support
ISP	Integrated Support Plan
LRU	Line Replaceable Unit
MCIL	Master Configuration Item Listing
MDT	Mean Downtime
MIL	Military
MTBF	Mean Time Between Failure
MTTR	Mean Time To Repair
N/A	Not Applicable
DRD	Derived Requirements Document
OST	Office of Security Technology
PCA	Physical Configuration Audit
PDL	Program Document Library

Acronym	Definition
PM	Preventative Maintenance
PMP	Program Management Plan
PMR	Program Management Review
PSR	Program Status Report
PTR	Program Trouble Report
QSP	Quality System Plan
RFD	Request for Deviation
RFW	Request for Waiver
RMA	Reliability, Maintainability, and Availability
RMP	Risk Management Plan
SAT	Site Acceptance Test
SE	Security Equipment
SIP	Site Installation Plan
SOW	Statement of Work
SQT	System Qualification Test
SRC	Service Response Center
SSI	Sensitive Security Information
SSR	Site Survey Report
STD	Standard
T&E	Test and Evaluation
TDP	Technical Data Package
TIM	Technical Interchange Meeting
TRN	Test Readiness Notification
TSA	Transportation Security Administration
TSE	Transportation Security Equipment
TSR	Transportation Security Regulation
TSL	Transportation Security Laboratory
VRTM	Verification Requirements Traceability Matrix
WBI	Whole Body Imager

## 2.0 APPLICABLE DOCUMENTS

The following specifications, handbooks, Orders, standards, and drawings form a part of this Statement of Work (SOW) and are applicable to the extent specified herein. The latest version of these documents as of the contract date shall apply, unless a specific date for the document is specified below.

FAA Order 1600.2D	Safeguarding Controls and Procedures For Classified National Security Information and Sensitive Unclassified Information
DOT/FAA/CT-03/05	Human Factors Design Standard for Acquisition of

	Commercial Off-the- Shelf, Non-developmental, and Developmental Systems (2003)”
49 CFR 1544	Transportation Security Regulation (TSR) Part 1544.211, Use of X-Ray Systems
Transportation Security Administration	WBI DRD, DHS/TSA/SEB-06/xx, Derived Requirements Document
49 CFR 1520	Transportation Security Regulation (TSR) Part 1520
DHS-SCG-TSA-002	Explosive Detection System Information and Data – Security Classification Guide, February 17, 2005
	TSA STDO ILS RMA Terms and Definitions

### 2.1 Military Standards

MIL-STD-973	Configuration Management, Interim Notice 3, 13 January 1995
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### 2.2 Military Specifications

MIL-DTL-31000C	Detail Specification – Technical Data Packages, 9 July 2004
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### 2.3 Military Handbooks

MIL-HDBK-61A	Configuration Management Guidance
MIL-HDBK-217	Reliability Analysis

### 2.4 Other Documents

49 Code of Federal Regulation (CFR) Parts 15 and 1520	Protection of Sensitive Security Information
ANSI/HPS N43.17	Radiation Safety for Personnel Security Screening Systems Using X-rays
ANSI/EIA 649A	National Consensus Standard for Configuration Management

### 2.5 Source of Documents

Applicable documents are either freely available on the Internet or are available from the Contracting Officer (CO) upon request.

Copies of the Acquisition Management System Test and Evaluation Process Guidelines are available in the FAA Acquisition System Toolset (FAST). The on-line Internet address of FAST is: <http://FAST.faa.gov>.

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

Copies of ANSI/ASQ Q9001 series standards can be obtained from the following source: American Society for Quality, 600 North Plankinton Avenue, Milwaukee, WI 53203. Phone: (800)248-1946. Information is also available at their website, <http://www.asq.org>.

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

Copies of DA Pam 73-1 can be obtained through the Government or via the US Army Test and Evaluation Management Agency website at <http://www.hqda.army.mil/tema/references.htm>.

## **2.6 Order of Precedence**

In the event of conflict between the text in this SOW and the references cited, the text of this SOW takes precedence. Nothing in this SOW, however, supersedes applicable laws and regulations unless there is a specific written exemption.

## **3.0 REQUIREMENTS**

This SOW addresses and supports the goals of the Office of Security Technologies, the Operational Integration Division, and the Emerging Technology Program. The work directed by this SOW addresses the need to provide associated engineering, operator training, operator maintenance training, training image development, and logistical support, in Order to participate in field experimentation, pilot testing, and possible extended surveillance of WBI systems.

Data Items Descriptions (DID) referenced by their Contract Data Requirements List (CDRL) titles are to be developed 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 and are subject to Government approval.

The Contractor shall provide WBI systems for aviation to meet the requirements contained in the Derived Requirements Document in accordance with the TSL tested baseline. Please contact the TSA Contracting Officer identified in Section G if you require a copy of this document. The system shall pass all applicable radiological safety testing.

This SOW is intended to cover both the initial lease with option to purchase units for operational test purposes and the optional purchase of production units from qualifying offerors. The table in Section 3.2 defines the application of CDRLs to the Lease and production units.

### 3.1 Program Management

The Contractor's Program Management shall be responsible for accomplishment of all tasks required by this SOW and shall include all organizational functions required for Program Management, including preparation and delivery of the following CDRLs which are referenced in this SOW:

<b>CDRL #</b>	<b>CDRL Title</b>	<b>Lease</b>	<b>Production</b>
A001	Program Management Plan		X
A002	Requirements Traceability Report		X
A003	Program Status Report	X	
A005	Document Library Index		X
A006	Data Accession List		X
A009	Meeting Minutes	X	
A010	Quality System Plan		X
A011	Configuration Management Plan		X
A012	Configuration Item Listing		X
A013	Engineering Change Proposal		X
A014	Request for Deviation		X
A015	Request for Waiver		X
A016	Configuration Status Accounting Report		X
A017	Configuration Audit Plan		X
A018	Configuration Audit Summary Report		X
A025	Factory Acceptance Test Plan	X	X
A026	Factory Acceptance Test Procedures	X	X
A027	Factory Acceptance Test Report	X	X
A028	Site Acceptance Test Plan	X	X
A029	Site Acceptance Test Procedures	X	X
A030	Site Acceptance Test Report	X	X
A031	Operations Manual	X	
A032	Maintenance Manual		X
A033	Installation/Integration Manual		X
A038	Personnel List	X	X
A040	Physical and Communications Security Breach/Incident Report	X	X
A041	Training Syllabus (Operator)		X
A042	Training Materials (Operator)		X
A050	Type 2 Technical Data Package		X
A051	Request for Developmental Deviation	X	
B002	Site Installation Plan		X
C001	Maintenance Program Management Plan		X
C002	Maintenance Program Status Report		X
C003	Maintenance Requirements Traceability Report		X
C004	Maintenance TSE Database		X

C005	Maintenance Document Library Index		X
C006	Maintenance Data Accession List		X
C007	Maintenance Meeting Minutes		X
C008	Integrated Support Plan		X
C009	Continuity of Operations Plan		X
C010	Maintenance Implementation Plan		X
C011	Transition Plan		X
C013	Training Syllabus (Maintainer)		X
C014	Training Materials (Maintainer)		X
C016	TSE RMA Metrics		X
C019	Maintenance Cost Report		X
C021	WBI RMA Metrics		X
C022	FDRS Database		X
C047	Training Syllabus (Maintainer)		X
C048	Training Materials (Maintainer)		X

### 3.1.1 Program Management Organization

The Contractor shall establish and maintain a formal organization to manage the WBI System Contract and associated Subcontracts. The Contractor shall develop and implement a Management Program to efficiently and effectively execute the requirements of this Contract to include: manufacture, program management, systems engineering, configuration management, quality assurance, integrated logistics support, training, hardware engineering, software engineering, program planning and control, reliability and maintainability, Subcontract management, management of Government furnished resources, risk management, security, production, contract management, costs/schedule management, and performance measurements.

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

The Contractor shall prepare and deliver a Program Management Plan (PMP) in accordance with the referenced CDRL for the WBI System.

CDRL A001 Program Management Plan (PMP)



### **3.1.2 Risk Management**

The Contractor shall identify cost, schedule and technical risks and describe how it will effectively manage these risks throughout the performance of this Contract. The Contractor shall describe its risk management program in the Risk Management Plan (RMP).

The Contractor shall quantify risks with respect to the impact on integration, installation, performance, technical parameters, schedule, and cost. The Contractor shall identify risks and assign a priority for developing a recommended course of action. The Contractor shall develop and maintain a list identifying, analyzing, and classifying program risks. Program risks shall be classified as low, medium, or high priority. The Contractor shall conduct risk mitigation planning for risks considered medium or high priority. The Contractor shall provide the status of and mitigation actions for identified program risks at Program Management Reviews (PMRs) and in the Program Status Reports (PSRs).

### **3.1.3 Meetings and Reviews**

The Contractor shall prepare and submit meeting agenda and presentation materials to the Government at least five (5) business days in advance. The Contractor shall be prepared to substantiate assumptions made and methodologies used in arriving at recommendations or conclusions. The Contractor shall record meeting minutes during all meetings. The Contractor shall prepare formal written minutes, accompanied by a summary of action items and all presentation materials used, for Government approval. Meetings and reviews shall not be considered finalized until the Government has approved the minutes.

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

CDRL A009 Meeting Minutes

#### **3.1.3.1 Post Award Conference**

A post award conference will be conducted at the Contractor site, TSA Headquarters, Arlington, VA, or an alternate site specified by the Government, within thirty (30) calendar days after contract award. The TSA will designate Government conference attendees and will identify any unique conference support requirements. The Contractor shall prepare and deliver meeting minutes within five (5) business days for the conference in accordance with the referenced CDRL.

#### **3.1.3.2 Program Management Reviews**

The Contractor shall conduct and administratively support monthly Program Management Reviews (PMRs) at a Contractor site, TSA Headquarters in Arlington, VA or an alternate site specified by the Government. Typically PMRs will alternate between the Contractor site and TSA Headquarters. The Contractor's PMRs shall be targeted for no more than one day in length. Attendance will generally be limited to 5-10 key Government personnel and 5-10 Contractor personnel. The Government reserves the right to replace a formal

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

PMRs shall include, at a minimum, a review and status of the following topics as applicable:

- Major accomplishments during reporting month
- Work to be accomplished in the next month
- Delivery Order (DO) and Contract Line Item Number (CLIN) status
- CDRL status
- Corrective Action Report (CAR)
- Program Trouble Report (PTR) status
- Cost, schedule, and performance (technical) aspects of the Contract
- Technical and implementation problems/issues
- Risk identification, assessment, impact, priority, mitigation plans and status
- Updated VRTM
- ECP, RFD, and RFW status / Request for Developmental Deviation
- Subcontractor's technical progress on all assigned tasks
- Status of previous PMR action items
- New PMR action items
- Determination of date for next PMR

### **3.1.3.3 Technical Interchange Meetings**

The Contractor shall conduct and administratively support periodic Technical Interchange Meetings (TIMs) at the Contractor site, TSA Headquarters, Arlington, VA, or an alternate site specified by the Government. During the TIMs, the Contractor and the Government will discuss specific technical activities, including studies, design issues, technical decisions, test plans, test results, and implementation concerns to ensure continuing Government visibility into the technical progress of the Contract.

### **3.2 Program Control**

The Contractor shall report on cost, schedule, and technical progress in meeting reviews/status reports. Program Status Reports shall be provided monthly and shall address cost, schedule, technical progress, and status of deliverables. The reports shall address problems/risks in the Contractor's functional areas.

#### **CDRL A003 Program Status Report**

### **3.2.1 Program Trouble Report Database**

The Contractor shall establish and maintain a PTR database. This database shall be a collection of data that documents problems relative to the design, production, and test of WBI hardware and software. The Contractor's PTR system shall be described in the PMP.

### **3.2.2 Program Document Library**

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

The Contractor shall prepare and deliver the Document Library Index in accordance with the referenced CDRL.

CDRL A005 Document Library Index

### **3.2.3 Data Accession List**

The Data Accession List (DAL) shall list all internally generated documentation, not otherwise deliverable to the Government, used by the Contractor to develop, test, and manage the program.

The Contractor shall prepare and deliver the Data Accession List in accordance with the referenced CDRL.

CDRL A006 Data Accession List

## **3.3 Quality Program**

### **3.3.1 Quality Assurance**

The Contractor shall establish, implement and maintain a documented quality assurance system in accordance with Section E of this contract, and shall prepare a Quality System Plan (QSP) as tailored in the DID, as a means of assuring compliance with all requirements of 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 a representative who is responsible for accomplishment of all quality assurance tasks required by this SOW. The Contractor's Quality Manager shall be prepared and available at all times to present and discuss the status of quality activities, requirements, and problems.

The Contractor shall prepare and deliver a Quality System Plan in accordance with the referenced CDRL.

CDRL A010 Quality System Plan (QSP)

### **3.4 Configuration Management Program**

#### **3.4.1 Configuration Management**

The Contractor shall establish, implement, and maintain a Configuration Management (CM) Program based on the MIL-STD-973 and ANSI/EIA 649A, with supplemental guidance from MIL-HDBK-61A and EIA-HB-649. Contractor deliverables shall follow the detailed guidance from MIL-STD-973. The CM program shall provide an organizational structure with configuration identification and control methods, configuration audits, and configuration status accounting procedures for hardware and software. The Contractor shall identify a single focal point, under the Program Manager, who will serve as the primary point of contact for all communication on CM-related issues. The CM requirements are applicable to all deliverables under this Contract. The Contractor shall comply with government guidance on document classification and SSI as described in Section 3.11.

The Contractor shall deliver document deliverables in both hardcopy and softcopy formats; softcopy should be delivered, as a minimum, in a standard format (e.g. PDF); deliveries of large and multiple documents should be on physical media (e.g. CD-ROM or DVD).

Note: Any reference to "Military" in the MIL-STD is to be interpreted as the Government for this Contract.

##### **3.4.1.1 Configuration Management Plan**

The Contractor shall develop a Configuration Management Plan (CMP) using MIL-STD-973 Subparagraph 5.2.1 as a guide. The CMP will be submitted for review and approval in accordance with the CDRL and DID. Upon Government approval the Plan will be implemented and followed. The CMP will be updated as required and submitted for approval prior to implementation of any changes. The CMP shall be prepared and submitted as a separate bound volume.

##### **CDRL A011 Configuration Management Plan (CMP)**

##### **3.4.1.1.1 Configuration Baselines**

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

#### **3.4.2 Configuration Identification**

The Contractor shall retain all documentation for identification, control and status accounting of any Configuration Item (CI) throughout the program life cycle. The Contractor shall identify each CI and its configuration documentation in accordance with MIL-STD-973 Paragraph 5.3.6 and Subparagraphs 5.3.6.3

through 5.3.6.6, 5.3.6.6.2, 5.3.6.7, 5.3.6.7.1 through 5.3.6.7.3. The configuration item identification shall be available in a Configuration Item Listing (MCIL).

#### CDRL A012 Configuration Item Listing

### 3.4.3 Configuration Change Management (Configuration Control)

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

Changes represent opportunities for improvement. Desired changes are documented in requests for change in the form of an Engineering Change Proposal (ECP), Request for Deviation (RFD), or Request for Waiver (RFW), which are uniquely identified. All change requests are entered, tracked, controlled, and documented.

ECPs are requests to incorporate a permanent change to product configuration, which produces a new baseline. RFDs are requests to temporarily incorporate a known departure from product requirements. Authorized deviations are a temporary departure from requirements and do not constitute a permanent change. RFDs must state actions to be taken at the end of the temporary deviation (e.g. restoration to original configuration). RFWs are requests to incorporate a known departure from product requirements. Authorized waivers are for specific quantities of product and do not constitute a change to the baseline configuration or its documentation.

#### 3.4.3.1 Engineering Change Proposal

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

#### CDRL A013 Engineering Change Proposal (ECP)

#### 3.4.3.2 Request for Deviation

The Contractor shall establish and maintain a system for tracking, control, and submittal of deviations in accordance with MIL-STD-973 Paragraph 5.4.3 and Subparagraphs.

#### CDRL A014 Request for Deviation

### **3.4.3.3 Request for Waiver**

The Contractor shall establish and maintain a system for tracking, control and submittal of waivers in accordance with MIL-STD-973 Paragraph 5.4.4 and Subparagraphs.

CDRL A015 Request for Waiver (RFW)

### **3.4.4 Configuration Status Accounting**

The Contractor shall maintain a Configuration Status Accounting (CSA) Information System to assure accurate identification of each CI. The Contractor shall ensure that the CSA information is provided to the Government on a periodic basis. The CSA information shall be provided as a monthly Configuration Status Accounting Report (CSAR). The Contractor shall use MIL-STD-973 Paragraph 5.5 and associated appendices for guidance in establishing the CSA Information System. The CSA System shall be described in the CM Plan.

CDRL A016 Configuration Status Accounting Report (CSAR)

### **3.4.5 Configuration Audits**

The Contractor shall perform Contractor configuration audits using MIL-STD-973 Paragraph 5.6 and Subparagraphs. The Contractor shall prepare and submit a Configuration Audit Plan for their FCAs and PCAs. The Contractor shall be responsible for ensuring that Subcontractors, vendors, and suppliers participate in the configuration audits, as proposed and approved via the Configuration Audit Plan. The Contractor shall prepare and submit a Configuration Audit Summary Report documenting their resolution of the findings of each audit.

The Contractor shall support Government configuration audits using MIL-STD-973 Paragraph 5.6 and Subparagraphs.

CDRL A017 Configuration Audit Plan (CAP)

CDRL A018 Configuration Audit Summary Report

#### **3.4.5.1 Functional Configuration Audit (FCA)**

The Contractor shall support a Functional Configuration Audit (FCA) using MIL-STD-973 as guidance. The FCA shall be conducted in conjunction with the First Article Test and Evaluation (FAT&E). The FCA will include the verification of system and individual requirements irrespective of the test guidance provided from any requirements or verification test matrix. The intent is to audit the attainment of all functional requirements and to validate their attainment during the FCA. Upon successful completion of the FCA, a Physical Configuration Audit will be performed.

### **3.4.5.2 Physical Configuration Audit (PCA)**

The Contractor shall support a Physical Configuration Audit (PCA) of a first production article of the procured system prior to the start of production. Subcontractor, vendor, and the supplier PCA(s) shall be performed for CI developed for the procurement or modified for use by other than the prime Contractor. Successful completion of the PCA shall include, but not be limited to, successful conclusion of FCA and Government approval of the Contractor's final submission of the associated CDRL items.

### **3.5 Major System Components**

The WBI units shall consist of the following components:

- Single WBI Unit
- 17" monitor
- Keyboard and Mouse
- Windows XPe
- Side-by-side image display
- Year 1 Parts & Labor Warranty ( in accordance with Section H.8 )

#### **3.5.1 Operational Test & Evaluation Units**

The leased units shall be made available immediately upon contract award. CLIN(s) 0001AA, 0001AB, and 0001AC field experimentation units will be used for the Government to conduct operational testing of prototype units to assess operational effectiveness and suitability when used by representative field operators in the intended operational environment (airport). CLIN 0001AD OT&E unit will be used for laboratory testing at the Transportation Security Lab (TSL).

The Contractor shall provide and install all hardware and software required for the WBI System leased units at the Government specified sites.

The Government will conduct a baseline configuration audit at the Contractor's plant prior to any test units being packaged and shipped. The Government will also monitor the Contractor's First Article Test (FAT) prior to test units being packaged and shipped. The Contractor shall support the Government's configuration baseline audit with engineering support and allow access to/copies of all documentation and drawings requested by the auditors. The Contractor shall conduct FAT and provide results to representatives designated by the Government.

The Contractor shall conduct Site Acceptance Test (SAT) to verify successful completion of installation and operational readiness. The Contractor shall provide documentation and instruction on the operation of the leased units, including the concept of operations. The Contractor shall provide procedures/training on the use of any screening tools and image interpretation.

The Contractor shall provide the Government approved training materials and shall conduct operator and maintenance training in accordance with Section 3.10 for up to fifteen (15) personnel.

The Contractor shall provide on-site technical support for at least the first seven (7) days of the operational test at each site, with an additional seven (7) days as an option if the Government decides that performance of the equipment warrants the additional period.

The Contractor shall provide maintenance support for all leased units during the entire lease period. Maintenance response times and procedures shall be the same as proposed for full deployment, with the exception that all scheduled and corrective maintenance during the test period shall be reported to and coORDinated with the Government or its designated representatives.

These units shall be maintained under configuration management from their baseline configuration in accordance with Section 3.4 of this SOW. In lieu of Sections 3.4.3.1 – 3.4.5.2, any changes required shall be submitted on a Request for Developmental Deviation for approval by the government. The Contractor shall prepare and deliver a Request for Developmental Deviation in accordance with the referenced CDRL.

#### **CDRL A051 Request for Developmental Deviation**

Lease termination may be put into effect for units not receiving further contracts. The individual contractors shall be responsible for all effort and costs involved in the removal of OT&E units upon lease termination.

#### **3.5.2 Optional Production Units**

The Contractor shall provide and install all hardware and software required for the production WBI System units.

The production units shall be housed at the Contractor's facility until such time the Government specifies delivery to a site. These units shall be maintained under strict configuration management in accordance with Section 3.4 of this SOW. The Contractor shall not alter these units in any way without the express approval of the Government.

#### **3.5.3 Level 2D Technical Data Package (CLIN 0014)**

The Contractor shall develop a Level 2D Technical Data Package (TDP) in accordance with the requirements established in Detail Specification MIL-DTL-31000C, Technical Data Packages for commercial drawings.

The TDP shall provide engineering and technical information on all assemblies and subassemblies identified as lowest replaceable units in the associated maintenance documentation, as required to support preventative and corrective maintenance actions and associated provisioning. The TDP shall include models, drawings, lists, specifications, standards, performance requirements, quality assurance requirements, software documentation and packaging details.

The TDP shall be placed under configuration management and shall be updated concurrently with all approved Engineering Change Requests.



The Technical Data Package shall incorporate all versions of the equipment, all embedded software, all conversion 'kits' and all defined options that affect the configuration of the equipment.

The Contractor shall deliver both hardcopy and electronic (as available) versions of the TDP consistent with the equipment designated for First Article Test and Evaluation and subsequent, approved changes.

The Contractor shall prepare and deliver the Level 2D Technical Data Package in accordance with the referenced CDRL.

**CDRL A050 Level 2D Technical Data Package**

**3.6 System Refresh, Upgrade, and Technology Infusion**

The Contractor may provide routine updates, upgrades, design modifications, and performance improvements for WBI Systems. Additionally, the Contractor is encouraged to independently propose engineering changes to Product Baseline WBI Systems or other requirements of this Contract due to available technology enhancements. These enhancements may be proposed to save money or energy, improve performance, satisfy increased data processing requirements, or for the replacement of equipment and software due to technological advancement. All such proposed modifications to Product Baseline WBI Systems shall be accomplished as Engineering Changes under the Configuration Management Program. The Contractor shall include a risk benefits analysis to include life cycle and transition planning for any proposed modification.

**3.7 Test and Evaluation Program**

The Contractor shall:

- (1) Plan and conduct Contractor tests; and
- (2) Support Government conducted testing and continuous assessment.

**3.7.1 General Test Program**

The Contractor's responsibilities for the WBI test program shall include the following activities:

- (1) Provide and maintain a single point of contact for the T&E program;
- (2) Conduct and/or support those T&E program activities described within this SOW and the Derived Requirements Documentation for WBI. A Contractor Verification Requirements Traceability Matrix (VRTM) shall list each requirement to be verified in each test with a reference to the appropriate requirement paragraph including test location and test method;
- (3) Conduct, or support the Government in conducting, a Test Readiness Review (TRR) prior to performing any formal test;
- (4) Notify the Government at least seven (7) business days prior to commencement of all formal Contractor conducted T&E, and permit the Government to witness the test;

- (5) Conduct tests according to Government approved test plans, test cases, and test procedures. Tests may be witnessed by an authorized Government representative;
- (6) Perform all data reduction associated with Contractor testing, and furnish analysis methods and results to support claims of T&E success;
- (7) If requested by the Government, provide within fifteen (15) days after the completion of a formal Contractor conducted test copies of all original data collected during the Contractor-conducted test;
- (8) Develop Factory Acceptance Test (FAT) Plans and Procedures. The FAT Plans and Procedures shall be provided for Government approval prior to submitting the first unit for FAT;
- (9) Conduct FAT on each unit prior to shipping to the sites for installation and report the results;
- (10) Develop Site Acceptance Test (SAT) Plans and Procedures. The SAT Plans and Procedures shall be provided for Government approval at the same time the FAT procedures are submitted;
- (11) Conduct SAT on-site for each unit;
- (12) Follow Configuration Management guidelines contained in MIL-HDBK-61; and
- (13) Provide additional support as directed by the Government in support of independent operation testing and evaluation efforts, including interfacing with Government test personnel.

### **3.7.2 General Test Requirements**

Prior to commencing testing, the Contractor shall identify the configuration of the system to be tested. The configuration shall not be changed or modified during test and evaluation without concurrence from the Government. During Contractor testing, the Contractor shall ensure that each test procedure is considered complete only when the test executes without aborts or errors, unless attributable to a procedure that has been acknowledged as faulty by the Government. The Contractor shall conduct T&E using Contractor developed and Government approved test plans and procedures. The Contractor shall obtain written Government approval prior to changing any T&E procedures.

The Contractor shall provide the necessary test equipment and shall ensure its availability, proper calibration, full operational status, and operation as documented by the test equipment manufacturer. The Contractor shall obtain prior written approval from the Government before using unique or modified commercial test equipment not specified in the approved test plans and procedures. In the event of test equipment failure, test equipment damage, or faulty operation, the Government may require the Contractor to verify calibration of any test equipment provided by the Contractor.

The Contractor shall record all inputs, outputs, and test results as described in the approved test procedures. Anomalies, test deviations, test equipment substitutions, members of the test team, and any other significant events and the start and stop time for each test shall be documented in the Contractor's test logbook.

### **3.7.3 Test Readiness Notification/Review**

The Contractor shall provide the Government a Test Readiness Notification (TRN) at least seven (7) business days prior to conduct of each formal test. The TRN shall include, but not be limited to identifying the following information: Contract Number/Delivery Order Number/Line Item/serial number(s) of the unit(s) to be tested, type of test to be conducted, open test anomalies observed to date, deviations/waivers requested and/or approved, test procedure status (approved/disproved, version/date), configuration of the unit(s) (serial number(s)/revision level(s)) to be tested, and software version. Prior to commencing a formal test, a Test Readiness Review (TRR) shall be conducted with the Government's designated representative.

### **3.7.4 Test and Evaluation Planning**

The Contractor shall support Government testing and prepare the following test plans/procedures for Government approval in advance of initiating the test program. These plans and procedures shall be designed to ensure the tests are capable of being repeated with substantially similar results. Each plan shall include a detailed schedule for conduct of the test. The plan/procedure shall identify specification and lower-level derived requirements to be verified by the test, with general descriptions of methods to be used for verification. The Contractor VRTM shall be included in each test plan/procedure and list each specification and lower-level derived requirement to be verified in that test with a reference to the appropriate requirement paragraph including test location and test method.

#### **3.7.4.1 Contractor Certification of Conformance**

The Contractor shall provide an independent Certificate of Conformance to verify compliance as specified in applicable safety standards. The Contractor is solely responsible for obtaining all applicable certification from the appropriate independent audit/test agency, (UL, IEC, etc.)

#### **3.7.4.2 Factory Acceptance Test**

The Contractor shall conduct FAT for each unit, in accordance with the FAT Plan and Procedures prepared by the Contractor, and approved by the Government. The Government may elect to witness the FAT.

##### **3.7.4.2.1 Factory Acceptance Test Plan**

The Contractor shall prepare and submit a FAT Plan that describes methods for testing, evaluating, and accepting the unit at the Contractor site for shipment to delivery sites. The FAT Plan shall define the range of tests, system initialization requirements, input data, expected output, and the criteria for evaluating test results. The Contractor shall identify schedules and all test and evaluation resources required, including personnel, equipment, and facility.

CDRL A025 Factory Acceptance Test (FAT) Plan

### **3.7.4.2.2 Factory Acceptance Test Procedures and Reports**

The Contractor shall prepare and submit Factory Acceptance Test (FAT) Procedures. The Contractor shall use the FAT Procedures for each FAT. The Contractor shall ensure that the test procedures indicate traceable paths to the approved Contractor VRTM. The Contractor shall prepare and deliver to the Government a Factory Acceptance Test (FAT) Report at the conclusion of each test.

CDRL A026 Factory Acceptance Test (FAT) Procedures

CDRL A027 Factory Acceptance Test (FAT) Report

### **3.7.4.3 Site Acceptance Test**

The Contractor shall conduct a SAT at every installation site location for each installation, in accordance with the Government-approved SAT Plan and Procedures. The SAT will confirm that the unit is properly set up, operationally configured, and remains in compliance with contractual requirements. The SAT will be witnessed by Government-designated representative(s).

#### **3.7.4.3.1 Site Acceptance Test Plan**

The Contractor shall prepare and submit a SAT Plan that describes methods for testing, evaluating, and accepting the WBI systems at each site. The Contractor's SAT Plan shall define the range of tests, system initialization requirements, input data, expected output, and the criteria for evaluating test results. The Contractor shall identify and provide all contractor test and evaluation resources required, including personnel, and equipment.

CDRL A028 Site Acceptance Test (SAT) Plan

#### **3.7.4.3.2 Site Acceptance Test Procedures and Reports**

The Contractor shall prepare and submit SAT Procedures that detail the step-by-step test process to be conducted during each SAT. The Contractor shall ensure the test procedures indicate traceable paths to the approved Contractor VRTM. The Contractor shall prepare and deliver to the Government a SAT Report at the conclusion of each test.

CDRL A029 Site Acceptance Test (SAT) Procedures

CDRL A030 Site Acceptance Test (SAT) Report

### **3.8 Technical Manuals**

The Contractor shall utilize FAA-D-2494/B Appendix I, Commercial Instruction Books, as a guide in developing the below listed manuals, including any supplemental data required to augment any commercial manuals. The Contractor shall ensure and certify that all technical manuals are current, accurate, and complete before submitting to the Government for validation and acceptance. The Contractor shall plan, coordinate, conduct and document a formal verification and validation of each of the below listed manuals.

#### **3.8.1 Operations Manual**

The Contractor shall develop an Operations Manual that describes all functions for the operation of the WBI System. The Operations Manual shall include detailed instructions on how to execute each function. The Operations Manual shall include any troubleshooting guidance necessary or appropriate to resolve errors; not requiring corrective maintenance by qualified technicians. The Operations Manual shall describe any operations of the Contractor's network management, remote monitoring and control system functions, and procedures.

The Contractor shall provide an Operations Manual in accordance with the referenced CDRL.

CDRL A031 Operations Manual

#### **3.8.2 Installation/Integration Manual**

The Contractor shall develop an Installation/Integration Manual that describes the necessary instructions/requirements for the installation, setup, and configuration of the WBI. The Installation/Integration Manual shall include any special instructions/requirements such as orientation, environmental conditions, power connectivity, maintenance access, that would impact installation, operational, and/or maintenance capabilities.

The Contractor shall provide an Installation/Integration Manual in accordance with the referenced CDRL.

CDRL A033 Installation / Integration Manual

#### **3.8.3 Maintenance Manual**

The Contractor shall develop a Maintenance Manual to support on-site scheduled (preventative) and unscheduled (corrective) maintenance performed by maintenance technicians. The Maintenance Manual shall indicate the type and frequency of preventative maintenance actions, including instructions on how to perform each action. The Maintenance Manual shall contain instructions on performing corrective maintenance including diagnostics and repair actions. The Maintenance Manual shall describe any maintenance requirements for the Contractor's network management, remote monitoring and control system functions.

The Contractor shall provide a Maintenance Manual in accordance with the referenced CDRL.

**CDRL A032 Maintenance Manual**

**3.9 Site Implementation, Installation and Integration Support**

The Contractor shall collaborate with the Government's installation and engineering support contractors as they support and assist government project personnel in coordination of engineering and installation activities.

**3.9.1 Site Preparation**

The Contractor shall prepare and submit a Site Preparation Requirements document that satisfies the site implementation requirements. When directed by the CO, the Contractor shall coordinate with responsible stakeholders and conduct site survey(s). The site survey(s) shall describe the site preparation requirements, site specific deficiencies, and, as required, provide rough Order of magnitude estimates of cost, schedule and major milestones to complete integration, installation, acceptance testing and initial operational capability. The survey(s) of the site(s) shall consider special service requirements for electrical power, climate control, communication services, floor loading, equipment handling, and access clearance requirements. The Contractor shall consult with the appropriate TSA, airline and/or airport representatives to determine any special operational or facility considerations including existing or planned facility modification or construction that must be accommodated. Site preparation activities may include, but are not limited to, the following:

- (1) Providing all necessary pre-installation support;
- (2) Obtaining all necessary approvals, permits, authorizations, etc. required for providing utilities (heating, ventilating, air-conditioning, and power) and space for the security equipment installation, including securing building permits in accordance with local, state and national building codes and requirements;
- (3) Site modification services to include rigging, transportation, electrical, and any others as needed, including piping, ceiling and flooring and similar site modifications, etc. as required by the physical configuration of the equipment;
- (4) Isolating the security equipment and providing privacy facilities for security screeners, as required;
- (5) Purchasing/assembling/rehabilitation of material in support of installation work; and
- (6) Coordinating the schedule for equipment deployments, and arranging or providing support for the delivery segment between the facility delivery point and the specific installation location.

**CDRL B002 Site Installation Plan**

### 3.9.2 Delivery, Installation Support, and Check-out

The Government will select installation sites. The Contractor shall:

- Coordinate deliveries with the Contracting Officer's Technical Representative (COTR) or the COTR's representative;
- Package, ship, and deliver systems to the site;
- Prepare the site for installation at the direction of the CO;
- Perform set-up, check-out, and quality control tests and diagnostics; and
- Install and perform the Site Acceptance Testing (SAT) under Government supervision.

The Contractor shall be responsible for final power hook-up and disposal of the shipping crates. TSA will notify the contractor of installation dates. The Government plans for the installation sites to be, PHX, LAX and JFK although these plans may be changed. The Government will identify installation sites in each individual Delivery Order.

Installation, integration, and testing of WBI systems shall be coordinated to minimize disruption or interference with transportation operations. The Contractor shall perform work outside of normal business/operation hours (i.e. at night, during weekends, or other varied non-operational hours) when possible. If dismantling of existing facilities or equipment or other measures are necessary to complete the installation, the Contractor shall be responsible for the full restoration to pre-installation conditions of these unrelated facilities or equipment as required by the TSA and local authorities.

### 3.9.3 Equipment Removal

In the event a unit needs to be removed from an installed site, the Contractor shall inventory, pack, and perform all activities associated with the preparation for shipping of the removed hardware. The Contractor shall pack the equipment in accordance to the terms set forth in Section D. The Contractor shall remove all debris on the site resulting from removal. The Contractor shall discard all debris in an appropriate facility off-site.

### 3.10 Training

The contractor shall conduct initial operator and maintenance training at each installation site. As directed by the CO, training shall consist of up to **sixteen** operator classes and **four** preventative maintenance class. The maximum class size is ten (10) personnel per class. Operator classes shall be conducted using TSA-approved course materials and shall be of sufficient duration to completely and effectively train qualified operators and meet the personnel training requirements of ANSI/HPS N43.17 Radiation Safety for Personnel Security Screening Systems Using X-rays. The preventative maintenance class shall be conducted using TSA-approved course materials and shall be of sufficient duration to completely and effectively train personnel to conduct on-site maintenance at their requisite level of repair. Each trainee will receive a hardcopy of the training material.

### 3.10.1 Operator Training

Operator Training: The Contractor shall conduct Operator training in accordance with the TSA-approved training program at each airport site. The Contractor shall supply all training materials as listed in the training syllabus. The Operator training shall be comprised of those functions that the equipment users are required to perform in order to properly and safely operate the system. The course of instruction shall include operation, skill development and practical applications that are required to successfully operate the system. The Contractor shall ensure that this training is attuned and matched to the capacity, qualifications, and skill level of the intended operators and supervisors performing similar type inspections. The Contractor shall devise a methodology to verify operator proficiency in system operation (including preventative maintenance, as appropriate), to certify readiness to enter independent operational testing.

CDRL A041 Training Syllabus (Operator)

CDRL A042 Training Materials (Operator)

### 3.10.2 Preventative Maintenance Training

The Contractor shall conduct operator maintenance training at each airport site in accordance with the TSA-approved training program. The Contractor shall supply all training materials as listed in the training syllabus. The Preventative Maintenance Training shall include the maintenance concepts, use of support equipment, adjustments, built-in tests, performance verifications and scheduled maintenance necessary to ensure proper operation of the system. The Contractor shall ensure that this training is matched and attuned to the skill level, qualifications, and capacity of the intended on-site maintenance personnel and supervisors performing similar type work.

CDRL C013 Training Syllabus (Maintenance)

CDRL C014 Training Materials (Maintenance)

### 3.10.3 Training Simulators and Image Library

The Contractor shall develop a prototype training image library according to the requirements of the Derived Requirements Document, and in consultation with the Transportation Security Laboratory. Please contact the TSA Contracting Officer identified in [Section G](#) if you require a copy of this document. Requirements concerning nature, number, and specific types will be provided by the CO after contract award. In addition to the training image library, simulators will be required (one simulator per fielded unit). The simulators shall be software that runs on commercial PCs, allows for the playback of images, and simulate all the controls and functionality of the system.

### 3.11 Security

The Contractor shall develop, apply and maintain effective security practices in accordance with the following requirements:



- 49 CFR Part 1520 Protection of Sensitive Security Information
- Department of Homeland Security, Explosives Detection Systems Information and Data, Security Classification Guide, February 17, 2005

Any documents containing Sensitive Security Information (SSI) as defined in 49 Code of Federal Regulations (CFR) Parts 15 and 1520 shall contain the following statement:

“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.”

The Contractor shall request written Government approval prior to release of any information text, images or video associated with this Contract.

The Contractor shall document all incidents through the Physical and Communications Security Breach/Incident Report. The Contractor shall notify the Government of such incidents, which include:

- (1) Actual or suspected unauthorized attempts to penetrate a WBI System.
- (3) Actual or suspected attempt to subvert the WBI Systems.

#### CDRL A040 Physical and Communications Security Breach/Incident Report

##### 3.11.1 Personnel List

The Contractor shall develop a personnel list detailing all persons requiring airport access to conduct maintenance or system installation of a WBI System.

#### CDRL A038 Personnel List

## 4.0 ENGINEERING SERVICES

### 4.1 Labor

The Contractor shall provide the services of engineers and technicians to perform support tasks that may be specified in a Delivery Order. These tasks may include, but not be limited to:

- Site Installation (Reference Section 3.9 in this SOW)
- Witnessing and assisting in operational and field tests

- Troubleshooting and correction of problems that may arise before, during, and after successful completion of tests

Skill level requirements are outlined in Section G of this Contract.

#### **4.2 Materials**

The Contractor shall provide material(s) required to support tasks that may be specified in a Delivery Order. These tasks may include, but not be limited to:

- Approved Engineering Change Proposals (ECPs)
- Site Installation (Reference Section 3.9 in this SOW)
- Unique configurations required at a specific installation site
- Correction of problems that may arise before, during, and after successful completion of tests

### **5.0 INTEGRATED LOGISTICS SUPPORT (ILS)**

#### **5.1 ILS PROGRAM REQUIREMENTS**

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

##### **5.1.1 Maintenance Program Management**

The Contractor shall establish and maintain a formal organization to manage the maintenance portion of the contract and associated subcontracts. The Contractor shall develop and implement a Maintenance Management Program that efficiently and effectively executes the requirements of this SOW. The Contractor's Management Program shall be described in the Maintenance Program Management Plan (PMP). Additionally, the Contractor shall identify in the Maintenance PMP the company's Maintenance functional and Maintenance technical representatives, who will respond to requests for information from their Government counterparts.

The Contractor shall prepare and deliver the Maintenance Program Management Plan in accordance with the referenced CDRL.

##### **CDRL C001 Maintenance Program Management Plan (PMP)**

The Contractor shall identify in Section G of the Contract, the Maintenance Program Manager who is responsible for accomplishment of all tasks required by this section and who is authorized to commit the company. The Maintenance Program Manager will organize, plan, schedule, implement, control, analyze, and report on all elements of the Maintenance Contract. The Maintenance Program Manager shall serve as Maintenance technical and Maintenance programmatic liaison to the Government. The Maintenance Program

Manager shall have resources and authority to ensure efficient and timely Maintenance program execution and shall be the Contractor's focal point for all required program tasks. The Maintenance Contractor's Program Manager shall be prepared at all times to present and discuss the status of Maintenance Contract activities, requirements, and problems.

#### **5.1.1.2 Maintenance Program Control**

A clear line of project authority shall exist among all Contractor Maintenance organizational elements. The Contractor shall report on Maintenance organizational status (i.e., changes, issues) during each Maintenance Program Management Review (PMR). The Contractor shall report on Maintenance cost, schedule, and technical progress. Maintenance Program Status Reports shall be provided monthly and shall address organizational, cost, schedule, technical and deliverables status. The reports shall address problems/risks in the Contractor's Maintenance functional areas and address the Maintenance mitigation plans to improve the problems/risks.

The Contractor shall prepare and deliver the Maintenance Program Status Report in accordance with the referenced CDRL.

**CDRL C002 Maintenance Program Status Report (PSR)**

#### **5.1.1.2.1 Maintenance Risk Management/Assessment**

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

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

#### **5.1.1.2.2 Maintenance Requirements Traceability**

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

The Contractor shall prepare and deliver the Maintenance Requirements Traceability Report in accordance with the referenced CDRL.

**CDRL C003 Maintenance Requirements Traceability Report**

**5.1.1.2.3 Maintenance WBI Database**

The Contractor shall establish and maintain a Maintenance database for WBI. This Maintenance database shall include the entire inventory of fielded WBI maintained under the Maintenance contract. The Maintenance database shall store the WBI by model, part number and serial number. The Maintenance database shall include all accumulating maintenance activity information and warranty information/actions. The RMA metrics data shall be stored in this Maintenance database and provide the full maintenance and performance history. The WBI Maintenance Database shall be stored on a Government Furnished Equipment (GFE) server. All Maintenance data collected and all Maintenance data rights are the property of the Government. The Government shall be provided routine access to all Maintenance data collected as deemed necessary.

The Contractor shall prepare and deliver the Maintenance WBI Database in accordance with the referenced CDRL.

**CDRL C004 Maintenance WBI Database**

**5.1.1.2.4 Maintenance Program Document Library**

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

The Contractor shall prepare and deliver the Maintenance Document Library Index in accordance with the referenced CDRL.

**CDRL C005 Maintenance Document Library (DLI)**

**5.1.1.2.5 Maintenance Data Accession List**

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

The Contractor shall prepare and deliver the Maintenance Data Accession List in accordance with the referenced CDRL.

**CDRL C006 Maintenance Data Accession List (DAL)**

**5.1.1.3 Maintenance Government Furnished Information**

All Government Furnished Information (GFI) is listed in Section J Attachments. The following information will be found in the GFI Attachments:

ATTACHMENT	TITLE	FILE TYPE	FILE NAME
J-1	Derived Requirements Document (DRD)	MS WORD	WBI Aviation DRD.doc
J-2	CDRLs and DIDs	MS WORD	Attachment J-2 WBI CDRLs and DIDs Cover.doc
J-3	TSA STDO ILS RMA Metrics Definitions	MS WORD	Attachment J-3 TSA STDO ILS RMA Metrics Terms and Definitions – Rev 4.2.doc
J-4	RMA Metrics Tutorial	MS PowerPoint	Attachment J-4 RMA Metrics Tutorial – Rev 4.2.ppt
J-5	Maintenance Requirements Document	MS WORD	Attachment J-5 Maintenance Requirements Document.doc
J-6	Security Requirements Document	MS WORD	Attachment J-6 Security Requirements Document.doc
J-7	Property Requirements Document	MS WORD	Attachment J-7 Property Requirements Document.doc
J-8	FMI Process Document	MS WORD	Attachment J-8 FMI Process Document.doc
J-9	FMI Master List	MS Excel	Attachment J-9 FMI Master List.doc

**5.1.1.4 Maintenance Subcontractor Management**

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

**5.1.1.5 Maintenance Post-Award Conference**

A Maintenance post-award conference will be conducted at the Contractor's facility within 30 calendar days should the Government exercise the maintenance CLINs. The Government will designate Maintenance conference attendees and will identify any unique conference support requirements. The Contractor will provide agendas and take the minutes for the conference.

The Contractor shall prepare and deliver the Maintenance Meeting Minutes in accordance with the referenced CDRL.

CDRL C007 Maintenance Meeting Minutes

### 5.1.2 Maintenance Meetings and Reviews

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

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

The Contractor shall prepare and deliver the Maintenance Meeting Minutes for all meetings in accordance with the referenced CDRL.

CDRL C007 Maintenance Meeting Minutes

#### 5.1.2.1 Maintenance Program Management Reviews

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

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

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

##### 5.1.2.1.1 Maintenance Status Reviews

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

### **5.1.2.2 Maintenance Technical Interchange Meetings**

The Maintenance Contractor shall conduct and administratively support periodic Maintenance Technical Interchange Meetings (TIMs) at the Contractor's facility or government-designated locations. During the Maintenance 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.

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

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

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

The Contractor shall prepare and deliver the Integrated Support Plan in accordance with the referenced CDRL.

**CDRL C008 Integrated Support Plan (ISP)**

#### **5.1.3.1 Continuity of Operations Plans**

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

The Contractor shall prepare and deliver the Continuity of Operations Plan in accordance with the referenced CDRL.

**CDRL C009 Continuity of Operations Plan (COOP)**

#### **5.1.3.2 Maintenance Implementation Plan**

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

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

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

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

The Contractor shall prepare and deliver the Maintenance Implementation Plan in accordance with the referenced CDRL.

#### CDRL C010 Maintenance Implementation Plan

##### 5.1.3.3 Maintenance Transition Plan

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

- Maintenance program achievement status
- Installed equipment status
- Warranty status
- Operational condition of equipment
- Equipment defect status
- Maintenance equipment databases including inventory and maintenance history
- Details of licenses, agreements and certificates obtained for the program
- Issues and recommendations
- Training curriculum/documentation

The Contractor shall prepare and deliver the Transition Plan in accordance with the referenced CDRL.

#### CDRL C011 Transition Plan



#### **5.1.4 Maintenance Quality Assurance**

See paragraph 3.3 of this SOW.

#### **5.1.5 Configuration Management Program**

See paragraph 3.4.1 of this SOW.

#### **5.1.6 Maintenance Security Requirements**

##### **5.1.6.1 Maintenance Information Security**

See paragraph 3.0.

##### **5.1.6.2 Maintenance Personnel Security**

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

#### **5.1.7 Standards and Code Requirements**

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

#### **5.2 ILS Technical Requirements**

##### **5.2.1 Maintenance**

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

##### **5.2.1.1 Maintenance Dispatch Contact Facility**

The Contractor shall designate a contact facility to receive maintenance requests from the TSA Service Response Center (SRC) and dispatch Field Service Technicians (FSTs) to provide maintenance. The TSA SRC is required to dispatch calls within 15 minutes. The Contractor shall establish interface protocols with the TSA SRC to ensure that all WBI maintenance calls are recorded and dispatched to Contractor FSTs within 15

minutes of receipt of a maintenance request from the TSA SRC. The Contractor's contact facility shall be reachable 24 hours a day, seven days a week. The Contractor shall not use callback or voice message systems for TSA SRC calls related to WBI maintenance.

#### **5.2.1.2 Maintenance Cost Reporting**

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

The Contractor shall prepare and deliver the Maintenance Cost Report in accordance with the referenced CDRL.

#### **CDRL C019 Maintenance Cost Report**

#### **5.2.1.3 Preventative Maintenance (PM)**

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

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

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

Level II PM (CLIN 040X) - This is primarily PM that is performed every month, quarter, or year. These activities are performed by trained FST personnel and these services are solicited under this contract. Monthly Level II PM will include verification of the performance of Level I PM by TSA personnel. This verification will be accomplished by reviewing airport logs for the WBI and through physical observation. TSA will ensure that weekly logs are available to the Contractor for review during monthly Level II PM.

##### **5.2.1.3.1 Preventative Maintenance Level II (CLIN 0011)**

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

#### **5.2.1.4 Corrective Maintenance (CM)**

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

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

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

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

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

##### **5.2.1.4.1 Corrective Maintenance (CLIN 0012)**

The Contractor shall perform Level I, Level II, and Level III CM on delivered WBI. Corrective maintenance shall consist of all actions performed or directed by an FST, as a result of WBI failure, to restore an EI to operational condition. The Contractor shall maintain a complete record of all CM actions performed on all EIs, whether in warranty or out of warranty, in keeping with the attached RMA Metrics Definitions and associated tutorial, and shall report all CM actions performed to the TSA SRC for tracking. The Contractor shall record and maintain failure mode indicators (FMIs) for all CM actions performed on all EIs, whether in warranty or out of warranty. If FSTs are not located on-site, they shall be dispatched within 15 minutes of receipt of a service request.

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

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

##### **5.2.1.5 Maintenance Training**

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

**5.2.1.5.1 Maintainer Training**

The Contractor shall develop a training course to train WBI maintainers. The training program shall be matched and attuned to the skill level, qualifications, and capabilities of maintainers who demonstrate the abilities needed to be selected for WBI training. Qualification testing will be used at the conclusion of training to verify that required skill and knowledge levels have been attained. The maintainer training must adequately prepare technicians to perform preventive and corrective maintenance in accordance with the government approved maintenance plan for the WBI.

The Contractor shall prepare and deliver the Training Syllabus and Training Materials in accordance with the referenced CDRL.

CDRL C047 Training Syllabus (Maintainer)

CDRL C048 Training Materials (Maintainer)

**5.2.1.6 RMA Requirements**

The Contractor shall maintain fielded WBI to meet the following Mean Downtime (MDT) requirements. The Contractor shall include only installed units that are expected to be operational in its calculations of MDT. Units that are not operational for reasons other than equipment failure (e.g., warehoused units, hot spares, or units installed at non-working terminals) shall not be included in these calculations.

**MDT**

Technology	Base Year (BY)	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Whole Body Imager	18 hrs	14 hrs	12 hrs	12 hrs	12 hrs

**5.2.1.6.1 Service Level Agreement**

The MDTs specified in Section 5.2.1.6 are Contract requirements. The Contractor shall calculate MDT (averaged across the field) for all equipment maintained under this Contract on a monthly basis, and this calculation will be used as the basis for Contract invoicing. In any month where MDT falls below Contract requirements, the Contractor shall decrement their monthly invoice 5%.

**5.2.1.6.2 RMA Metrics**

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

The Contractor shall prepare and deliver WBI RMA Metrics in accordance with the referenced CDRL.

**CDRL C021 WBI RMA Metrics**

**5.2.1.7 Field Data Reporting System (FDRS) Data (CLIN 0006)**

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

The Contractor shall prepare and deliver the FDRS Database in accordance with the referenced CDRL.

**CDRL C022 RDRS Database**

**5.2.1.8 Government Property and Inventory Management**

The Contractor shall maintain a property and inventory management system in accordance with the property requirements contained in Section J, Attachment 6 and Section I clause series 3.10.3 of this RFP/Contract. The Contractor shall use a DHS/TSA-approved COTS auto-discovery property management application. All data collected becomes the property of the Government, and the Government shall have routine access to the data whenever deemed necessary. The Contractor's property management system shall implement the life-cycle management of Government Property.

## **PART I – SECTION D PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING**

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

### **D.2 MARKING OF DELIVERABLES**

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

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

### **D.3 MARKING OF REPORTS**

The Contractor shall mark all reports as follows:

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

### **D.4 PREPARATION FOR DELIVERY**

#### **D.4.1 Packaging Requirements**

All equipment and components shipped to the sites shall be packaged and marked in accordance with ASTM-D-3951, Standard Practice for Commercial Packaging. Exchange and Repair (E&R) items shall be packaged in reusable type containers to facilitate round trip shipments between facilities and the repair source.

Common hardware items shall be packaged in multiple unit pack quantities as normally supplied through retail trade channels or in standard commercial unit packed quantities compatible with unit of issue (i.e., unit of issue is gross, the unit of package is gross). All common hardware items shall be packaged and marked in accordance with ASTM-D-3951.

#### **D.4.2 Storage Requirements**

- a. The Contractor shall identify any unique storage requirements for the unit(s) and related equipment. All materials shall be packaged and marked in accordance with standard commercial best practices. In addition, each unit, intermediate, and exterior container, shall be clearly marked to identify contents.
- b. The preservation, packaging, packing and marking of all other units shall be in accordance with standard commercial best practices.
- c. All deliverables shall cite the Transportation Security Administration as the contracting agency, and shall be clearly marked with the contract number, and the specific Delivery Order number when appropriate.

#### **D.5 EQUIPMENT AND PARTS SHIPMENT (See Section B.8 Shipping)**

The Contractor shall coordinate all inbound and outbound shipments and moves of Government property with the Government Property Manager as specified in section G.1.

The Contractor shall provide the Program Property Administrator a copy of the Government Property Information Sheet (GPIS) and a copy of the DD1149 (Shipping Document) for each movement for approval before shipment. Once approved, a copy will be sent to the designated site location.

All equipment and parts delivered under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards. In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging as referenced in Section D.2 and Section B.8.

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

**E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. All Clauses are on the external TSA website, at [www.tsa.gov](http://www.tsa.gov), under Join Us, Business Opportunities/Our Acquisition Process/TSAAMS Provisions and Clauses. Clauses are saved in individual PDF files, within zip files. Each clause is listed in alphabetical Order.

<b>TSAAMS Clause</b>	<b>Title</b>	<b>Date</b>
3.10.4-1	Contractors Inspection Requirements	February 2003
3.10.4-16	Responsibility for Supplies	February 2003

**E.2 CLAUSES PROVIDED IN FULL TEXT**

**E.2.1 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (April 1996)**

The following provisions are a part of this contract.

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

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

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

(d) The Contractor shall provide appropriate office space for the COTR and his/her staff for the performance of Government evaluations and administrative functions. The office area shall be secure to



accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, typewriters and chairs, all in good repair, and other miscellaneous office equipment, as required, shall be supplied by the Contractor. The Contractor shall provide secretarial help, as required by the COTR, for typing documents related to the contract. A telephone shall be provided to each desk, with no less than one line per two COTR staff members. The cost of long distance calls placed by the COTR staff will be borne by the Government. The contractor shall provide parking space to the extent available. In the event a change in location of the COTR staff is required, Contractor/COTR coordination will take place in Order to facilitate Government planning and implementation of a smooth transition.

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

(1) when contractor inspection or tests will be performed in accordance with the conditions of the contract and

(2) when the supplies or services performed will be ready for government inspection.

(End of clause)

### **E.3 POINTS OF INSPECTION AND ACCEPTANCE**

**E.3.1** Supplies and/or services specified for delivery in Part I-Section F, DELIVERY OR PERFORMANCE, of this Contract shall be inspected and accepted at locations specified in Section F.

**E.3.2** All deliverables under this Contract shall be subject to review and inspection by the Contracting Officer's Technical Representative specified in Section G.

**E.3.3** Inspection, review and approval of deliverables or associated services prior to final acceptance shall not be construed as assurance of acceptance of the finished product.

**E.3.4** Unless otherwise specifically provided in this contract, the Contracting Officer shall be the person authorized to make final Government acceptance of all deliverables called for in the CDRLs and all reviews specified in the SOW. Final acceptance of all deliverable items shall be made, in writing, by the TSA Contracting Officer or designee.

### **E.4 INSPECTION AND ACCEPTANCE**

**E.4.1 Preliminary Inspection and Acceptance (Factory Acceptance Test (FAT)).** Inspection and test associated with preliminary government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements shall be performed by the Contractor at the Contractor's facility and shall be witnessed by the TSA or a TSA agent.

Preliminary Government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements consists of satisfactory completion of all required factory inspections and tests. Preliminary acceptance shall be made at the Contractor's facility by the TSA on Form FAA-256, Inspection Report of Material and/or Services.

#### **E.4.2 Final Inspection and Acceptance (Site Acceptance Test (SAT))**

The Government shall perform final inspection and acceptance on all systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements under Part I-Section F, Delivery or Performance of this contract including installation services. Final acceptance consists of satisfactory completion of all inspections and test associated with the delivered items. Final acceptance shall be made by the Contracting Officer or designated representative on Form FAA-256, Inspection Report of Material and/or Services.

#### **E.5 DEVIATIONS AND WAIVERS**

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

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

#### **E.6 PERMITS AND RESPONSIBILITIES**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence arising from these responsibilities. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. All Clauses are on the external TSA website, at [www.tsa.gov](http://www.tsa.gov), under Join Us, Business Opportunities/Our Acquisition Process. Clauses are saved in individual PDF files, within zip files. Each clause is listed in alphabetical Order.

<b>TSAAMS Clause</b>	<b>Title</b>	<b>Date</b>
3.2.2.8-3	Delivery in Excess of Quantities	February 2003
3.10.1.9	Stop Work Order,	February 2003
3.10.1.11	Government Delay Of Work	February 2003
3.10.1-24	Notice of Delay	February 2003
3.11.29	F.O.B. Origin	February 2003
3.11.68	F.O.B. Origin- Government Bills Of Lading Or Prepaid Postage	February 2003

**F.2 PERIOD OF PERFORMANCE**

The Ordering period for CLIN's 0001 through 0010, and CLIN 0014 shall be two (2) years. The period of performance for CLIN's 0011, 0012, 0013, 0015, 0016, 0017, 0018, and 1010 through 1017, shall be one basic year plus 1 option year (a total of two (2) years from the date of award).

**F.3 TIME AND PLACE OF DELIVERY/PERFORMANCE**

The time of delivery schedule for all contract line items (CLINS) shall be as specified in individual Delivery Orders; however, the Government shall not Order nor shall the Contractor be required to deliver indefinite delivery/indefinite quantity units in excess of the rates indicated below.

<b>CLIN</b>	<b>Supply/Service</b>	<b>Delivery Requirement</b>	<b>FOB</b>
0001	Lease of unit for additional 6 months for Aviation environment	As specified in Delivery Order	Origin GBL
0002	OPTION Purchase unit after lease for Aviation	As specified in Delivery Order	Origin GBL

<b>CLIN</b>	<b>Supply/Service</b>	<b>Delivery Requirement</b>	<b>FOB</b>
	environment		
<b>0003</b>	OPTION Purchase unit for Aviation environment	As specified in Delivery Order	Destination
<b>0004</b>	Operator Manuals	As specified in the SOW	Destination
<b>0005</b>	Maintenance Manuals	As specified in the SOW	Destination
<b>0006</b>	Field Data Reporting System	As specified in the SOW	N/A
<b>0007</b>	Training Image Development	As specified in the SOW	Destination
<b>0008</b>	Training Simulators	As specified in the SOW	Destination
<b>0009</b>	Install and Integration	As specified in the SOW	Destination
<b>0010</b>	Training for Aviation Environment	As specified in the SOW	Destination
<b>0011</b>	Preventative Maintenance (per unit)	As specified in the SOW	N/A
<b>0012</b>	Corrective Maintenance (per unit-per year)	As specified in the SOW	N/A
<b>0013</b>	Site Preparation	As specified in the SOW	N/A
<b>0014</b>	Technical Data Package in accordance with paragraph 5.3 of the SOW	As specified in the SOW	Destination
<b>0015</b>	Field Support for T&E	As specified in Delivery Order	N/A
<b>0016</b>	Engineering Services	As specified in the SOW	N/A
<b>1010</b>	Training for Aviation	As specified in the SOW	Destination

<b>CLIN</b>	<b>Supply/Service</b>	<b>Delivery Requirement</b>	<b>FOB</b>
	Environment		
<b>1011</b>	Preventative Maintenance (per unit)	As specified in the SOW	N/A
<b>1012</b>	Corrective Maintenance (per unit-per year)	As specified in the SOW	N/A
<b>1016</b>	Engineering Services	As specified in the SOW	N/A

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

**G.1 CONTACT INFORMATION (TSA)**

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

Transportation Security Administration  
Beth Wann  
TSA-25 W10-314N  
701 South 12<sup>th</sup> Street  
10<sup>th</sup> Floor, Mail Stop TSA-25  
Arlington, VA 22202  
Telephone (571) 227-1655  
Fax (571) 227-2911

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

**To Be Determined**

c. Government Property Manager: The property administrator's name and contact information is listed below:

Transportation Security Administration

██████████  
TSA 16 W8-338N

701 South 12<sup>th</sup> Street

8<sup>th</sup> Floor, Mail Stop T-16

Arlington, VA 22202

Telephone (571) 227-██████████  
██████████

b6

b2

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

**Program Manager**

**To Be Determined**

**Contracts Manager**

**To Be Determined**

**Quality Manager**

**To Be Determined**

**Maintenance Program Manager**

**To Be Determined**

**G.2 CONTRACTING OFFICER AUTHORITY**

- a. The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
- b. The Contracting Officer may designate, in writing, representatives to perform functions required to administer this contract, however, any implied or expressed actions taken by these representatives must be within the limits cited within the Contracting Officer's written designations. The Contracting Officer shall provide the Contractor copies of all relevant written designations. If any individual alleges to be a representative of the Contracting Officer and the Contractor has not received a copy of the document designating that representative, the Contractor shall refrain from acting upon the representative's requirements and immediately contact the Contracting Officer to obtain a copy of the document designating that individual as a representative of the Contracting Officer.
- c. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

**G3 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

(a) Except as specified in paragraph (b) below, no Order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any Order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. 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 in the Contractor price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Beth Wann  
Address: Department of Homeland Security  
Transportation Security Administration  
Office of Acquisition, TSA-25  
701 South 12th Street  
Arlington, VA 22202  
Telephone: (571) 227-1655

#### **G.4 TSA INTERNAL REVIEWS OF CONTRACTOR PERFORMANCE**

Notwithstanding the requirement that price must always be assessed, by the Contracting Officer, as being reasonable, the TSA places a high value on the Contractor providing a high level of quality support in performing this contract. This TSA emphasis, on the importance of quality performance, initiated in awarding this contract, will be ongoing through the duration of this contract. Accordingly, the TSA will periodically, as subsequently scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the TSA perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable trends, the TSA may terminate this contract. Additionally, completed TSA internal review reports of Contractor performance will be maintained in the TSA past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

#### **G.5 FUNDING**

Funding shall be cited on each individual Delivery Order.

#### **G.6 TRAVEL COSTS**

a. Travel shall be reimbursed on a cost plus no fee basis, subject to Joint Federal Travel Regulations (JFTR) guidelines and any other limitations cited below.

(1) The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract up to the NTE amount. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs



using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to effect procedures to ensure Government reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the TSA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.

- (2) Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Included are costs:
- (i) In excess of amounts allowed by the JFTR;
  - (ii) Within a Government installation, where Government transportation is available;
  - (iii) For personal convenience, including daily travel to and from work;
  - (iv) In the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible; and
  - (v) In the replacement of personnel, when such replacement is accomplished for the Contractor's or employee's convenience

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

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

#### **G.7 SUBMISSION OF INVOICES (FEB 2006)**

(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 U.S. Mail, electronic mail, or facsimile. **Contractors shall utilize ONLY ONE method per invoice submission.** The submission information for each of the three methods is as follows:

- (1) **U.S. Mail:**

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

(2) **Electronic Mail:**

[FIN-SMB-TSAINVOICES@uscg.mil](mailto:FIN-SMB-TSAINVOICES@uscg.mil)

(3) **Facsimile:**

757-413-7314. Facsimile submissions should be addressed to TSA Invoices.

(c) The electronic mail address and facsimile number listed above shall be used by contractors for ORIGINAL invoice submission only. If either electronic mail or 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.

(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/secure/PH\\_menu.htm](https://www.fincen.uscg.mil/secure/PH_menu.htm)
- (2) Contacting the FinCen Customer Service Section via telephone at (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.
- (3) Via the Payment Inquiry Form <https://www.fincen.uscg.mil/secure/payment.htm>

## **G.8 PREPARATION OF INVOICES (FEB 2006)**

(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) Invoices that fail to provide the information required by the Prompt Payment Clause may be rejected by the Government and returned to the Contractor. Such rejection by the Government does not entitle

the Contractor to interest payments from the date of submission of a rejected invoice. Interest payments apply only to proper invoices that are received by the Government.

(c) 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.9 PROMPT PAYMENT (FEB 2006)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a) (3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraph (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a) (1) (ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a) (2) (i) through (a) (2) (x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When resubmitting an invoice that has been returned by the billing office, the Contractor is required to use the same invoice number as that on the originally submitted invoice, as well as either notate that the invoice is a resubmission or include a copy of the notification letter that was sent with the returned invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor. Each invoice shall clearly include the following information:

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.) Each invoice must contain a unique invoice number.

- (iii) Contract number, Purchase Order number, or other authorization for supplies delivered or services performed (including Order number and contract line item number).
  - (iv) Contract Line Item Number or Sub-Line Item Number under which the invoice is submitted (if applicable).
  - (v) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (vi) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
  - (vii) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
  - (viii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (ix) Taxpayer Identification Number (TIN).
  - (x) Electronic funds transfer (EFT) banking information.
  - (xi) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a) (4) (i) through (a) (4) (iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
  - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
  - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. In

addition, TSA will not include the following time periods in the calculation and determination of interest owed:

- (A) The time to notify the Contractor of defects in the invoice, provided this time does not exceed 7 days;
- (B) The time between notification to the Contractor of defects and the resubmission of the invoice;
- (C) Any delay in payment caused by incorrect EFT information provided by the Contractor.

Contractor claims are considered to be disagreements between the Government and the Contractor over the payment amount or other issues involving contract compliance under subsection 4 (ii). The Government and the Contractor will resolve contractor claims and any interest that is determined to be due on such claims in accordance with the TSA disputes process and applicable law.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (7) (ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause titled "Fast Payment Procedure", payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### **G.10 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR) (FEB 2006)**

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the TSA under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If payment is made by EFT, the TSA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the TSA is unable to release one or more payments by EFT, the Contractor agrees to either:

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the TSA to extend the payment due date until such time as the TSA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at [www.ccr.gov](http://www.ccr.gov), or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the TSA of the payment receiving point applicable to this contract, the TSA shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The TSA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire

Transfer System at the TSA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the TSA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the TSA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the TSA remains responsible for

- (i) making a correct payment,
- (ii) paying any prompt payment penalty due, and
- (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of TSA release of the EFT payment transaction instruction to the Federal Reserve System, and:

- (i) If the funds are no longer under the control of the payment office, the TSA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the TSA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the TSA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the TSA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the TSA of a change to the routing transit number, Contractor account number, or account type. The TSA shall use the changed data in accordance with paragraph (d) (2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d) (2) that no further payments be made until the changed EFT information is implemented by the payment office. The TSA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.



## **PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

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

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

### **H.2 CONTRACTOR NON-COMPLIANCE WITH CONTRACT**

a. Contractor non-compliance with any requirement, term or condition contained in this contract may result in the TSA:

- (1) Terminating this contract, in whole or part, for convenience or default;
- (2) Withholding payments;
- (3) Initiating suspension or debarment action against the Contractor; and
- (4) Initiating other action, as appropriate.

b. In addition to paragraph (a), Contractor non-compliance with any statutory requirement included in this contract, may result in the Contractor and, its employees and subcontractors being fined and/or imprisoned, or incurring other sanctions.

### **H.3 RELEASE OF INFORMATION**

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

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

Further, no documents, reports, information, etc., may be released to the public or provided to any party other than the TSA and its Contractors without Security Sensitive Information and Classification review in accordance with the Form DD-254 and written approval of the TSA.

#### **H.4 DELIVERY ORDERS**

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

with and subject to all terms and conditions of the contract under which it is issued and shall contain, as a minimum, the following information

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

#### **H-5. FAIR OPPORTUNITY**

(a) The Contracting Officer will provide all awardees a "fair opportunity" to be considered for each Order in excess of \$2,500, unless one of the conditions, below, applies.

(1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) Only one awardee is capable of providing the services required at the level of quality required because the services Ordered are unique or highly specialized.

(3) The Order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task Order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original Order.

(4) It is necessary to place an Order to satisfy a minimum guarantee.

(b) Prior to award of individual Delivery Orders the Government will evaluate the life cycle cost estimates of the Whole Body Imager to include, but not limited to, past performance, historical maintenance costs, reliability and performance factors such as a Mean Time Between Critical Failure, Operational Availability, and/or Mean Down Time. The final evaluated price will be the government's basis for award of the Delivery Order.

#### **H.6 NOTIFICATION TO THIRD PARTIES OF PRODUCT CAPABILITIES**

Due to the Security Sensitive nature of these products and services, including specifications and performance, and this contract with the TSA for these products and services, the Contractor shall not release information about the equipment capabilities and performance to third parties or the general public.

**H.7 TESTING PROCEDURES DEVELOPED**

The Government has unlimited rights to the Factory Acceptance Test and Site Acceptance Test Procedures developed under this contract in accordance with TSA AMS clause 3.5. -13 Rights in Data – General.

**H.8 WARRANTY**

The Contractor shall propose their standard commercial warranty.

**H.9 3.8.2-17 Key Personnel and Facilities (July 1996)**

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

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

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[List key personnel and/or facilities]  
(End of clause)

**H.10 LEASING**

A maximum of four units may be leased with an option to purchase. All lease costs will be applied to the purchase price. All leases shall include the ancillary equipment and services specified in Section 3.5 of the Statement of Work. If the government decides not to purchase the leased unit the contractor is responsible for the removal of the system at no additional cost to the government.

If the Government awards a Delivery Order (DO) for leased equipment it contemplates the use of the equipment for the entire term of the lease identified (“Lease Term”). Acceptance shall be defined in each DO.

**PART II - SECTION I  
CONTRACT CLAUSES**

**I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

This Request for Proposal (RFP) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. All Clauses are on the external TSA website, at [www.tsa.gov](http://www.tsa.gov), under Join Us, Business Opportunities/Contracting with TSA/TSA Acquisition Management System. Clauses are saved in individual PDF files, within zip files. Each clause is listed in alphabetical Order.

<b>TSAAM NO.</b>	<b>TITLE</b>	<b>DATE OF CLAUSE</b>
1.13-5	Contractor Quality Control	July 2003
3.1.7-2	Organizational Conflicts of Interest	February 2003
3.1.8-1	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	February 2003
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity	February 2003
3.2.2.3-8	Audit and Records	February 2003
3.2.2.3-29	Integrity of Unit Prices	February 2003
3.2.2.3-33	Order of Precedence	February 2003
3.2.2.3-37	Notification of Ownership Changes	February 2003
3.2.2.3-75	Requests for Contract Information	July 2005
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment-	February 2003
3.2.2.8-1	New Material	February 2003
3.2.4-34	Option to Extend Services	February 2003
3.2.5-1	Officials Not to Benefit	February 2003
3.2.5-3	Gratuities or Gifts	February 2003
3.2.5-4	Contingent Fees	February 2003
3.2.5-5	Anti-Kickback Procedures	February 2003
3.2.5-6	Restrictions on Subcontractor Sales to the TSA	February 2003
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	February 2003
3.2.5-8	Whistleblower Protection for Contractor Employees	February 2003
3.3.1-5	Payments under Time-and-Material and Labor Hour	February 2003
3.3.1-6	Discounts for Prompt Payment	February 2003
3.3.1-9	Interest	February 2003

<b>TSAAM NO.</b>	<b>TITLE</b>	<b>DATE OF CLAUSE</b>
3.3.1-10	Availability of Funds	February 2003
3.3.1-15	Assignments of Claims	February 2003
3.4.2-8	Federal, State and Local Taxes-Fixed Price Contract	February 2003
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement	February 2003
3.5-11	Patent Rights-Retention by the Contractor (Long Form)	February 2003
3.5-13	Rights in Data – General	February 2003
3.5-15	Additional Data Requirements	February 2003
3.5-18	Commercial Computer Software- Restricted Rights	February 2003
3.6.1-3	Use of Small Business Concerns	February 2003
3.6.1-4	Small, Small Disadvantaged, Women-Owned, Veteran-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan	August 2002
3.6.2-2	Convict Labor	February 2003
3.6.2.4	Walsh Healy Public Contracts Act	February 2003
3.6.2-5	Prohibition of Segregated Facilities	February 2003
3.6.2.9	Equal Opportunity	February 2003
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans	February 2003
3.6.2-13	Affirmative Action for Workers With Disabilities	February 2003
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans Era	February 2003
3.6.2-16	Notice to the Government of Labor Disputes	February 2003
3.6.2-35	Prevention of Sexual Harassment	February 2003
3.6.3-2	Clean Air and Water	February 2003
3.6.3-3	Hazardous Material Identification and Material Safety Data	February 2003
3.6.3-11	Toxic Chemical Release Reporting	February 2003
3.6.3.15	Material Requirements	February 2003
3.6.3-16	Drug Free Workplace	January 2004
3.6.4-2	Buy American Act – Supplies	February 2003
3.6.4-10	Restrictions on Certain Foreign Purchases	February 2003
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation	February 2003
3.9.1-1	Contract Disputes	February 2003
3.9.1-2	Protest After Award	February 2003
3.9.1-3	Protest	February 2003
3.10.1-7	Bankruptcy	February 2003
3.10.1-12	Changes-Fixed Price	February 2003
3.10.1.14	Changes-Time-and-Materials or Labor-Hours(T&M)	February 2003

TSAAM NO.	TITLE	DATE OF CLAUSE
3.10.1-18	Notification of Changes	February 2003
3.10.1-22	Contracting Officer's Technical Representative	July 1996
3.10.1-24	Notice of Delay	February 2003
3.10.1-25	Novation and Change of Name Agreements	January 2003
3.10.2-1	Subcontracts - Fixed-Price Contracts	February 2003
3.10.2-6	Subcontracts for Commercial Items and Commercial Components	February 2003
3.10.3-1	Definitions –Government Property	February 2003
3.10.3-2	Government Property – Basic Clause	April 2004
3.10.3-2.1	Government Property - Basic Clause Alternate I (FFP)	April 2004
3.10.3.2-2	Government Property – Basic Clause –Alternate II(T&M)	April 2004
3.10.3.8	Special Tooling	February 2003
3.10.3.9	Special Test Equipment	February 2003
3.10.3.11	Contractor's Maintenance Program	February 2003
3.10.3-14	Inventories	February 2003
3.10.3-15	Disposition of Government Property	February 2003
3.10.6-1	Termination for Convenience of the Government-Fixed Price	August 2002
3.10.6-4	Fixed Price Supply and Service	February 2003
3.11.1	Commercial Bill of Lading Notations	February 2003
3.11-61	Preference for U.S. Flag Air Carriers	February 2003
3.11.69	Report of Shipment (REPSHIP)	February 2003
3.13-3	Printing/Copying Double-sided on Recycled Paper	February 2003
3.14-1	Security Requirements –Classified Contracts	February 2003
3.14-3	Foreign Nationals as Contractor Employees	August 2002
3.13.7	Government Issued Key, ID Badges, and Vehicle Decals	February 2003
3.14-1	Security Requirements Classified Contracts	February 2003
3.14-5	Sensitive Unclassified Information (SUI)	April 2003
3.14.6	Pre-Employment Security Screening of Contractor	July 2004

## I.2 CLAUSES PROVIDED IN FULL TEXT

### 3.2.4-16 Ordering (August 2002)

(a) Any supplies and services to be furnished under this contract shall be Ordered by issuance of Delivery Orders by the individuals or activities designated in the Schedule. Such Orders may be issued from date of contract award through 60 months from date of contract award.

(b) All Delivery Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.

(c) If mailed, a Delivery Order is considered "issued" when the Government deposits the Order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **3.2.4-20 Indefinite Quantity (February 2003)**

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

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

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

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

(End of clause)

### **3.2.4-35 Option to Extend the Term of the Contract**

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 sixty (60) months.

### **3.6.3-6 Notice of Radioactive Materials (August 1997)**

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

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

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

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

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

### **3.6.3-8 Ozone-Depleting Substances (August 1998)**

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

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

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

(End of clause)

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

ATTACHMENT	TITLE	FILE TYPE	FILE NAME
<b><u>J-1</u></b>	Derived Requirements Document (DRD)	MS WORD	WBI Aviation ORD.doc
<b><u>J-2</u></b>	CDRLs and DIDs	MS WORD	Attachment J-2 WBI CDRLs and DIDs Cover.doc
<b><u>J-3</u></b>	TSA STDO ILS RMA Metrics Definitions	MS WORD	Attachment J-3 TSA STDO ILS RMA Metrics Terms and Definitions – Rev 4.2.doc
<b><u>J-4</u></b>	RMA Metrics Tutorial	MS PowerPoint	Attachment J-4 RMA Metrics Tutorial – Rev 4.2.ppt
<b><u>J-5</u></b>	Maintenance Requirements Document	MS WORD	Attachment J-5 Maintenance Requirements Document.doc
<b><u>J-6</u></b>	Security Requirements Document	MS WORD	Attachment J-6 Security Requirements Document.doc
<b><u>J-7</u></b>	Property Requirements Document	MS WORD	Attachment J-7 Property Requirements Document.doc
<b><u>J-8</u></b>	FMI Process Document	MS WORD	Attachment J-8 FMI Process Document.doc
<b><u>J-9</u></b>	FMI Master List	MS Excel	Attachment J-9 FMI Master List.doc