SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO. HSTS03-04-COM006

3. AWARD.EFFECTIVE DATE See Block 31c

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Mike Derrios E-mail: mike.derrios@dhs.gov

b. TELEPHONE NUMBER (*No collect calls*) 571-227-1573

8. OFFER DUE DATE

9. ISSUED BY CODE

TRANSPORTATION SECURITY ADMINISTRATION
TSA HEADQUARTERS – WEST BUILDING
4TH FLOOR, TSA-14
601 SOUTH 12TH STREET
ARLINGTON, VA 22202-4220

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED
- ☒ SET ASIDE: 100% FOR
- ☒ SMALL BUSINESS
- ☐ SMALL DISADV. BUSINESS
- ☐ 8(A)

NAICS/SIC: 541890
SIZE STANDARD: $6 Million

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

12. DISCOUNT Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SAME AS BLOCK 9

17a. CONTRACTOR/OFFEROR CODE FACILITY

Brotman-Winter-Fried
Attn: Steve Winter
1150 17th St NW #200
Washington, DC 20036

PHONE: 202-296-7200
FED. TAX ID#: 52-1788127
DUNS #: 07-482-2776

18a. PAYMENT WILL BE MADE BY CODE

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGES 2-56				

25. ACCOUNTING AND APPROPRIATION DATA

05X0508140-2004-5A1CCOM000-1C000000-233X0

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

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

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY FULL TEXT FAR 52.212-4 & FAR 52.212-5. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO
☐ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)
Steve Winter
President

30c. DATED SIGNED

31b NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)
MICHAEL DERRIOS
CONTRACTING OFFICER

31c. DATE SIGNED

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

33. SHIP NUMBER
☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42.a. RECEIVED BY (*Print*)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42.c DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

SECTION B - SCHEDULE OF PRICING

B.1 The contractor shall furnish all resources, management, supervision, and services (except for Government furnished items) necessary to perform and provide work in accordance with the contract and Statement of Work. This will be an IDIQ contract with task/delivery orders issued against this contract.

Base Period: Date of Award through September 30, 2005

Line Item	Description	Unit Price
0001	Video News Releases (VNR) in accordance with SOW	$ 13,072.00
0002	Satellite Media Tours (SMT) in accordance with SOW	$ 21,743.00
0003	Radio Media Tours (RMT) in accordance with SOW	$ 12,661.50
0004	General Video B-roll Taping	$ 2,437.00
0005	Other Direct Costs (See Section B.2)	See Para. B.2
0006	Travel Costs (See Section B.2)	See Para. B.2

Option Year 1: October 1, 2005 – September 30, 2006

Line Item	Description	Unit Price
1001	Video News Releases (VNR) in accordance with SOW	$ 13,524.25
1002	Satellite Media Tours (SMT) in accordance with SOW	$ 22,239.96
1003	Radio Media Tours (RMT) in accordance with SOW	$ 12,784.39
1004	General Video B-roll Taping	$ 2,515.28
1005	Other Direct Costs (See Section B.2)	See Para. B.2
1006	Travel Costs (See Section B.2)	See Para. B.2

Option Year 2: October 1, 2006 – September 30, 2007

Line Item	Description	Unit Price
2001	Video News Releases (VNR) in accordance with SOW	$ 13,992.31
2002	Satellite Media Tours (SMT) in accordance with SOW	$ 23,013.10
2003	Radio Media Tours (RMT) in accordance with SOW	$ 12,911.58
2004	General Video B-roll Taping	$ 2,596.31
2005	Other Direct Costs (See Section B.2)	See Para. B.2
2006	Travel Costs (See Section B.2)	See Para. B.2

Option Year 3: October 1, 2007 – September 30, 2008

Line Item	Description	Unit Price
3001	Video News Releases (VNR) in accordance with SOW	$ 14,476.85
3002	Satellite Media Tours (SMT) in accordance with SOW	$ 23,813.38
3003	Radio Media Tours (RMT) in accordance with SOW	$ 13,043.26
3004	General Video B-roll Taping	$ 2,680.20
3005	Other Direct Costs (See Section B.2)	See Para. B.2
3006	Travel Costs (See Section B.2)	See Para. B.2

B.2 Other Direct Costs and Travel

a. Material and other direct costs shall be invoiced at actual costs.

b. Travel will be priced separately. Transportation and per diem costs shall be reimbursed at actual costs and in accordance with the General Service Administration's Federal Travel Regulation including tax on lodging.

B. 3 Base and Option Periods

Contract Year	Period of Performance	Ceiling
Base Year	Award through September 30, 2005	NTE $1,200,000
Option Year 1	October 1, 2005 through September 30, 2006	NTE $ 600,000
Option Year 2	October 1, 2006 through September 30, 2007	NTE $ 600,000
Option Year 3	October 1, 2007 through September 30, 2008	NTE $ 600,000
	Total NTE	**$3,000,000**

B.4 Minimum Guarantee

The Government guarantees a minimum of $10,000 will be ordered under this IDIQ contract. The minimum guarantee shall be satisfied through the issuance of a single or multiple delivery orders over the life of this contract. The Government is not obligated to order any amounts over the minimum guarantee. The basic contract agreement does not obligate any funds. Funds will be obligated at the delivery order level.

SECTION C – STATEMENT OF WORK

Media Services

Introduction

C.1 Organization

C.1.1.1. Identification and Address

Attention: Darrin Kayser
Transportation Security Administration
TSA Headquarters – West Building
11th Floor, TSA-4
601 South 12th Street
Arlington, Virginia 22202-4220

C.1.1.2. Agency Mission

The Transportation Security Administration protects the Nation's transportation system to ensure freedom of movement for people and commerce.

The TSA Public Affairs and Communications Office supports the TSA mission by providing timely and accurate proactive media communications, passenger education, and consumer education. TSA Public Affairs also provides a timely and accurate response to media and reporter stories and questions pertaining to TSA activity in the areas of Policy, Programs, Progress, Public Information and Passenger Education. The overall TSA Mission is to establish confidence in our Nation's transportation system, secure the Nation's freedom of movement in the interest of national security, public safety and economic growth.

C.2. Project Background and Objectives

In the wake of the September 11 terrorist attacks on the United States, the Federal Aviation Administration created a special task unit (the Tell FAA Task Force) to receive comments, suggestions and questions from the public. The Task Force set up a toll-free telephone number and fax line, an E-mail account, and an automated tracking and documentation system to analyze, track and respond to the enormous volume of incoming phone calls, letters and messages. On November 19, 2001, President Bush signed into law the Aviation and Transportation Security Act (P.L. 107-71) that brings aviation security under the direct governance of the newly created Transportation Security Administration (TSA) in the Department of Transportation (DOT).

TSA became responsible for informing the media, the public, transportation passengers or consumers, transportation providers, and transportation facilities of TSA progress in the

mission. Much of this is being done through a proactive TSA Public Education Campaign, involving both the broadcast and print media, which includes the use of outside contractors providing Video News Releases (VNR's), Satellite Media Tours (SMT's), and Radio Media Tours (RMT's). That proactive TSA Public Education Campaign, involving both broadcast and print media, including outside contractors providing VNR's, SMT's, and RMT's was most successful during its initial four month run.

TSA's mission has not changed since it's transition into the new Department of Homeland Security, created by Congress and signed into law by President George W. Bush. Thus, TSA is seeking to continue and expand on its proactive Public Education Campaign for the remainder of FY03 and FY04 with the help of outside contractors.

C.3. Technical Services Required

C.3.1. Task Description

Contractor support is required to create, write, produce, edit, distribute, promote, and track the results of an undetermined number (floating number) of Video News Releases (VNRs), Satellite Media Tours and Radio Media Tours as determined by TSA. General video B-roll raping will also be requested at times. The issuance of task orders shall commence following contact award. The contractor shall have a turn-around time of 24 hours to respond to each task order request.

C.3.2. Scope of Work

TSA is looking for three (3) vendors who have news experience, to be available for selection to produce a number of satellite media tours, video news releases, radio media tours, and general b-roll taping.

We will require an undetermined number of VNRs taped on location TBA, each running 90 seconds to 2 minutes in length, with talent (Reporter) voice over and stand-ups.

An undetermined number of SMT's fed on location TBA, each tour to include a 4-hour satellite window, with appropriate technical support, complete media pitch, set-up, and booking, a two camera shoot, satellite uplink (remote truck included), and thorough follow-up reporting or tracking of the SMT success.

An undetermined number of RMT's, each to include a 4-hour radio national window, with appropriate media pitch, set-up and booking, engineer, producer, radio (phone) links, thorough follow-up reporting or tracking of the RMT success.

An undetermined amount of general video taping of footage needed for b-roll purposes.

C.3.3. Statement of Work

C.3.3.1. Description

Single VNR (Video News Release):

A one and one-half to 2 minute Video News Release (With Talent / Reporter voice over and stand-up) featuring a TSA issue or theme (TBA), to be produced TBA in 2003 and 2004, and to be distributed shortly thereafter, to include the following:

CREATIVE AND MEDIA RELATIONS:
-Research
-Consultation
-Production Supervision
-Writing (scripting)
-Media relations (Media advisories or pitch and distribution notification with email, fax, phone, etc)

SHOOTING (VIDEOTAPING):
-One Day / location TBA / Reporter / Talent Stand-up/sound bites
-Betacam SP package and Two (2)-person crew
-Producer field supervision
-Tapes

EDITING (2-days):
-Screening field tapes
-Writing or re-writing from pre-shoot writing
-Voice-over track from talent
-Editing (Editing supervision from producer and Tape Editor)
-Final TSA approval of VNR (changes)
-Close Captioning
-Digital formatting for web posting

SATELLITE DISTRIBUTION:
-Media notification, advisory, contact, or pitch / 800+ TV Media (write/distr)
-Phone / fax notification or pitch to national media (30)
-Satellite Uplink and Space on C-band
-Encoding, broadcast quality VNR package

-Two (2) consecutive-day 15-minute dedicated satellite feeds to include narrated VNR Package (90 seconds or so), VNR package without narration, extra sound bites (Interview Clips), and extra b-roll (Pictures), to be fed twice during each dedicated 15-minute satellite hole.
-CBS Newspath Affiliate feed
-Fox NewsEdge Affiliate feed
-ABC News Affiliate feed

-NBC News Affiliate feed

VNR TAPE DISTRIBUTION:
-20 Beta Tapes with VNR Narrated Package, VNR Package without narration, extra sound bites, extra (b-roll) video delivery to select national media (Overnight Courier) A VHS and Beta dub provided to TSA.

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding
-Phone Contact
-Computer Reports
-VMS Logs and Air checks
-Other way to track usage (Airing on TV Stations) and success of VNR
- NOTE: SEE SECTION 3.3.3.2 - DELIVERABLES

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel

Single SMT (Satellite Media Tour):

The SMT shall consist of a series of on location, live, pre-booked, one-on-one interviews featuring a TSA spokesperson. The subject or issue shall be one of TSA's choosing. The SMT should include a (4) four-hour satellite window of 6am to 10am, if possible, at a remote location to be announced later.

MEDIA RELATIONS:
-Develop Media lists
-Develop media notification, advisory, or pitch materials
-Notify, advise, and pitch TV stations nationwide
-Book TV stations for the media tour
-Coordinate (produce) logistics
-Coordinate (produce) media tour

TECHNICAL LOGISTICS:
-Four-hour tour
-Book satellite (C-band) uplink/time
-Two camera shoot (with ability to cut to live pictures nearby)
-Lighting (HMI) / Sound (microphone and IFB set-up)
-Coordinate crew
-Pre-Feed Corresponding VNR and / or existing b-roll pictures
-All land-line and cellular telephone costs shall be fixed and included
-Rehearsal
-Supervise, produce and direct media tour
-Make-up

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding
-Phone Contact
-Nielson reports
-Computer Reports
-VMS Logs
-Other ways to track usage (Air-checks of TV Stations) and success of VNR

MISCELLANEOUS (TBD-To Be Determined Later):
-Producer, Camera Crew Travel

Single RMT (Radio Media Tour):

The RMT shall consist of a series of live, pre-booked, one-on-one radio news and talk show interviews featuring a TSA spokesperson on the subject of TSA choosing.
The RMT shall have a window or day of time To Be Determined (TBD) of possibly 6am to 10am at a location To Be Announced (TBA).
The RMT shall include the following:

MEDIA RELATIONS:
-Develop Media lists
-Develop media notification, advisory, or pitch materials
-Notify, advise, and pitch Radio Stations, Radio News Departments, Radio Talk Shows nationwide
-Book Radio stations for the media tour
-Coordinate (produce) logistics
-Coordinate (produce) radio media tour

TECHNICAL LOGISTICS:
-Four-hour tour (longer media tour upon agreement of both parties)
-Book clean phone lines or satellite
-Clear Phone lines or radio microphone for studios
-Headsets if using microphone or IFB for satellite talkback and set-up
-Coordinate crew
-Supervise, produce and direct radio media tour

FOLLOW-UP AND REPORTING:
-Nielsen Sigma Encoding (if possible for radio)
-Phone Contact
-Nielson reports
-Computer Reports
-VMS Logs
-Other ways to track usage (Air Checks of Radio Stations) and success
-Cassette of radio tour

C.3.3.2. Deliverables

3.3.2.1 The contractor shall take direction from the COR to schedule deliverables in accordance with each task order.

3.3.2.2 Immediate Listing of a timetable for accomplishment of all tasks cited above (Due dates, etc.) as requested per task order.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 Marking

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the contract by number under which the item is being delivered.
(2) Identifies the deliverable Item Number or Report Requirement.
(3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) A copy of the document required in paragraph a above shall be simultaneously provided to the contracting officer.

(c) The contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection of Services - Both Fixed-Price & Cost Reimbursement (August 2002)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:
(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or
(2) terminate the contract for default.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The term of this contract, including the exercise of all options, shall not exceed five (5) years. The base period is date of award through September 30, 2005.

F.2 Task Orders

Each task order shall contain the date of order, contract number and order number. The task will describe the required services by line item number, quantity, unit price, total cost, delivery or performance schedule, place of delivery or performance, and any packaging, packing, and shipping instructions.

No protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

F.3 Ordering Procedures

All task orders will be on a firm fixed price basis, except for travel costs. Task orders will state all deliverables.

F.4 Stop-Work Order

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

Cancel the stop-work order; or
Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACTADMINISTRATION DATA

G.1 Contracting Officer's Representative (August 2002)

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

(End of clause)

G. 2 Authority – Contracting Officer and Contractor's Project Manager

a. Contracting Officer - The contracting officer for administration of this contract is Michael Derrios.

b. The contracting officer, is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the contracting officer. Any changes made by the contractor at the direction of any person other than the contracting officer will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result of the change.

c. Project Manager - The contractor's designated Project Manager for this purchase order is:
Name: Steve Winter
Tele. No: *202-296-7200* *FAX No: 202-296-6341*
E-Mail Address: wint@bwfcom.com

d. The contractor shall provide a Project Manager for this contract that has the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the contractor in the performance of the required services. The Project Manager,

or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.3 Payment Schedule

The contractor may submit an invoice once per month in any monetary increment that is suitable provided that the final invoice is not submitted until the period of performance has ended and the Government has accepted all deliverables.

G.4 Invoices

The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COR and the Contracting Officer concurrently.

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

The contractor may be reimbursed for actual allowable, allocable and reasonable travel costs incurred during the performance of this contract in accordance with the Federal Travel Regulations (as issued by the General Services Administration) in effect at the time of the travel. Travel requirements under this contract shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless the contracting officer authorizes other arrangements.

G.5 ELECTRONIC FUNDS TRANSFER - Additional Information (August 2002)

The Department of Transportation will make payment using the Automatic Clearing House (ACH) Network, unless the Contractor requests a waiver. (See Clause I.13, "Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration," for the permitted reasons for waivers and the process for requesting one from the Contracting Officer.) After award, but before submitting the first invoice or contract financing request, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments.
Said submission shall be done on a Standard Form 3881. Submit this form to the TSA Finance Office indicated for the receipt of invoices.

(End of clause)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Observance of Legal Holidays and Administrative Leave

Government personnel observe the listed days as holidays:

New Year's Day	Martin Luther King, Jr.'s Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by Presidential Proclamation

The contractor shall observe above holidays on the date observed by the Government. It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not "on-its-face" be the cause for an additional period of performance, or entitlement of compensation except as set forth within the contract. No form of holiday or other premium compensation will be reimbursed.

Further, when the Government grants administrative leave to its employees, contractor personnel performing duties at a Government site shall also be dismissed. When administrative leave is granted to contractor personnel as a result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the contractor. In this instance, the salaries and wages to the contractor for the period of such excused absence shall be reimbursable item of direct cost hereunder for employees whose regular time is normally direct charged, and a reimbursable item of indirect cost for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy).

All contractor personnel assigned to this contract shall limit their observation of holidays to those set forth above.

(This clause only applies to performance required at the government's site.)

H.2 Ordering (August 2002)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2005.

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

(c) If mailed, a delivery order or task 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)

H.3 Order Limitations (August 2002)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $1 million.

(2) Any order for a combination of items in excess of $1 million; or

(3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H.4 Reserved

H.5 Task Order Process

a. The total dollar value of each order issued under this contract may not exceed the established maximum value as stated in the contract.

Only the contracting officer is authorized to issue task orders against this contract.

All deliverables will be identified in individual task orders.

Task Orders will be firm fixed price, with the exception of approved travel costs and other direct costs

Each task order will be placed using Standard Form 1449.

H.6 Advertising of Award

The contractor shall not refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.7 News Releases

The contractor shall obtain explicit, written consent from the contracting officer before making reference to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising.

H.8 Key Personnel and Facilities (August 2002)

(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:

Steve Winter _____ _____
_____ _____
_____ _____
_____ _____

H.9 Disclosure of Information –Official Use Only

Any TSA Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the TSA. Requests to make such disclosure should be addressed to the TSA contracting officer.

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to 10 years or both.

Contractor employees, prior to beginning work, shall sign a non-disclosure agreement to be furnished to the contracting officer.

H.10 Organizational Conflict of Interest Provision (August 2002)

(a) The policy of the TSA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the TSA to foreclose a vendor from a competitive acquisition due to a perceived OCI. TSA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the TSA's policy for competition. The TSA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the TSA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The TSA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the TSA. Additionally, after award the TSA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Examples of conflict situations. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract situations:

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of an TSA contract could provide the contractor a competitive advantage in a later competition for another TSA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the TSA procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of an TSA contract, has in some fashion established a "ground rules" for another TSA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of a future TSA procurement. The primary concern of the TSA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the TSA procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an TSA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the TSA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the TSA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in TSA acquisition.

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent TSA contracts.
(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

SECTION I – CONTRACT CLAUSES

I.1 Contract Terms and Conditions-Commercial Items (August 2002)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(e) *Definitions*. The clause Definitions is incorporated herein by reference.
(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
(g) Invoice.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) *Payment*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system,

have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause, Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

I.2 Indefinite Quantity (August 2002)

(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 November 30, 2008.

(End of clause)

I.3 Government Delay of Work (August 2002)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

I.4 Government-Issued Keys, Identification Badges, and Vehicle Decals (August 2002)

(a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of TSA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.
(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold $10.00 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.
c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.
(d) The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.
(e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COR, and local security division/staff who is Bryant Withrow. Electronic keying cards are handled in the same manner as metal keys.
(f) Each contract employee, during all times of on-site performance at any TSA location shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.
(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under clause "Security Requirements" and shall be authorized to begin work by the Servicing Security Element (SSE) located at 701 South 12th Street, Arlington, VA 22202.
(2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (TSA Form 2801) signed by the contractor employee and authorized by the CO or the COR. The TSA Form 2801 shall be submitted at the same time the personnel security investigation paperwork is submitted. The TSA Form 2801 shall contain, at a minimum: the name of the Contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to Darren Kayser by the Contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to:

Transportation Security Administration
Attn: Darren Kayser TSA-4
701 South 12th Street
Arlington, VA. 22202

The contractor will be notified when the TSA Form 2801 has been approved and is ready for processing.
(3) The Contractor's project manager shall receive and sign for each ID card issued on the reverse of the TSA Form 2801. The TSA Form 2801 will be tracked by the Government for accountability purposes.
(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The local contract employee clearance form will be completed by the contractor and copies distributed after completion to the COR, CO, and Bryant Withrow.

(End of clause)

I.5 Government Property - Basic Clause (August 2002)

Government property is all property owned by or leased to the Government/TSA or acquired by the Government/TSA under the terms of the contract. It includes both Government-furnished property and Contractor-acquired property. Government and TSA are synonymous throughout this clause.
(a) Government-Furnished Property.
(1) The TSA should deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property (GFP) also referred to as Transportation Security Administration (TSA) Furnished Property, collectively known as Government property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the GFP.
(2) The delivery or performance dates for this contract are based upon the expectation that GFP suitable for use (except for GFP "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
(3) If GFP is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer (CO), detailing the facts, and, as directed by the CO and at TSA expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer may make an equitable adjustment as provided in paragraph (h) of this clause.
(4) If GFP is not delivered to the Contractor by the required time, the Contracting Officer will, upon the Contractor's timely written request, make a determination regarding the delay, if any, caused to the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
(b) Changes in Government-furnished property.
(1) The Contracting Officer (CO) may, by written notice,
(i) decrease GFP provided or to be provided under this contract, or

(ii) substitute other GFP for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.
The Contractor shall promptly take such action directed the CO for the removal, shipment, or disposal of the GFP covered by such notice.
(2) Upon the Contractor's written request, the Contracting Officer, will make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-
(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
(c) Title in Government property.
(1) The Government shall retain title to all GFP and Contractor-acquired property (CAP) (collectively referred to as "Government property").
(d) Use of Government property. The Government property shall be used only for performing this contract unless otherwise provided in this contract or approved by the Contracting Officer.
(e) Property administration.
(1) The Contractor shall be directly responsible and accountable for all Government property provided under this contract, including GFP and CAP in the possession or control of a subcontractor and should comply with associated TSA property clauses and contract requirements.
(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with the provisions of Transportation Security Acquisition Management System (TSAMS) Government-Property clauses in effect on the date of this contract. The provisions of the TSAMS clauses are hereby incorporated by reference and made a part of this contract.
(f) Access. The TSA and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
(g) Risk of loss or damage to GFP.
(1) Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract. When the property receives the maintenance and servicing required for operations under this contract.
(2) If damage occurs to Government property, the risk of which has been assumed by the TSA under this contract, the TSA will replace the items or the Contractor shall make such repairs as the TSA directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the TSA is responsible is replaced or repaired, the Contracting Officer will make an equitable adjustment to GFP records in accordance with paragraph (h) of this clause.
(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the TSA. The right to an equitable adjustment shall be the contractor's exclusive remedy. The TSA will not be liable to suit for breach of contract for:

(1) Any delay in delivery of Government-furnished property;
(2) Delivery of GFP in a condition not suitable for its intended use;
(3) A decrease in or substitution of GFP; or
(4) Failure to repair or replace GFP for which the TSA is responsible.
(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be determined by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the TSA. The Contractor shall prepare for shipment, deliver f.o.b. origin/f.o.b. destination, or dispose of the Government property as directed by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the TSA as directed by the Contracting Officer.
(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the TSA:
(1) May abandon any Government property in place, at which time all obligations of the TSA regarding such abandoned Government property shall cease; and
(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the GFP (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
(k) Communications. All communications under this clause shall be in writing.
(l) Overseas Contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I.6 Rights in Data - General (August 2002)

(a) Definitions.
(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.
(2) "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(4) "Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.
(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.
(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.
(8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.
(9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
(b) Allocations of rights.
(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-
(i) Data first produced in the performance of this contract;
(ii) Form, fit, and function data delivered under this contract;
(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
(2) The Contractor shall have the right to--
(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.
(c) Copyright.
(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express

written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
(d) Release, publication and use of data.
(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
(e) Unauthorized marking of data.
(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.
(3)Reserved.
(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
(f) Omitted or incorrect markings.
(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-
(i) Identifies the data to which the omitted notice is to be applied;
(ii) Demonstrates that the omission of the notice was inadvertent;
(iii) Establishes that the use of the proposed notice is authorized;
(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.
(1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
(2) Reserved.
(3) Reserved
(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.7 Order of Precedence (August 2002)

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

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

(End of clause)

I.8 Option to Extend Services (August 2002)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

I.9 Option to Extend the Term of the Contract (August 2002)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years).

(End of clause)

I.10 Use of Small Business Concerns (August 2002)

(a) It is the policy of the Transportation Security Administration (TSA) that small business concerns, small disadvantaged business concerns, HUBZone small business concerns, veteran-owned small business concerns, service-disabled veteran owned small business concerns, and women-owned small business concerns shall be provided the opportunities to participate in performing TSA contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the TSA that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with these small business concerns.
(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys conducted by the TSA as may be necessary to determine the extent of the Contractor's compliance with this clause.
(c) *Definitions.* As used in this contract:
"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
"Service-disabled veteran-owned small business concern" –
(1) Means a small business concern –
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veteran; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act, and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that –
(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Supbart B:
(2) No material change in disadvantaged ownership and control has occurred since its certification;
(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(4) It is identified, on the date of its representation, as a certified small disadvantaged in the database maintained by the Small Business Administration (PRO-Net).
"Veteran-owned small business concern" means a small business concern –
(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern" means a small business concern –
(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small disadvantaged business concern, a veteran-owned small business concern, a service-disabled veteran owned small business concern, a HUBZone small business concern or a women-owned small business concern.

(End of clause)

I.11 Equal Opportunity (August 2002)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
(b) During performing this contract, the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,
(i) employment,
(ii) upgrading,
(iii) demotion,
(iv) transfer,
(v) recruitment or recruitment advertising,

(vi) layoff or termination,
(vii) rates of pay or other forms of compensation, and
(viii) selection for training, including apprenticeship.
(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.
(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(7) The Contractor shall furnish to the TSA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
(8) The Contractor shall permit access to its books, records, and accounts by the TSA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions maybe imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
(11) The Contractor shall take such action with respect to any subcontract or purchase order as the TSA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

I.12 Payment by Electronic Funds Transfer--Central Contractor Registration (August 2002)

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
(2) In the event the Government 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 Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
(e) *Contractor EFT arrangements.* 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 Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
(f) Liability for uncompleted or erroneous transfers.
(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government 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 the Contractor's EFT information was incorrect, or was revised within 30 days of Government 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 Government 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 Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released 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.

(h) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms 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 that 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 Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
(j) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.13 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (August 2002)

(a) Method of payment.
(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
(2) In the event the Government 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 Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).
(b) *Mandatory submission of Contractor's EFT information*.
(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ``designated office") by __January 5, 2004__. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable

only to contracts that identify that designated office as the office to receive EFT information for that contract.
(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms 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) *Liability for uncompleted or erroneous transfers.*
(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government 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 the Contractor's EFT information was incorrect, or was revised within 30 days of Government 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 Government 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 Government shall not make payment and the provisions of paragraph (d) shall apply.
(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released 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.
(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, 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 that 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 Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
(1) The contract number (or other procurement identification number).
(2) The Contractor's name and remittance address, as stated in the contract(s).
(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
(5) The Contractor's account number and the type of account (checking, saving, or lockbox).
(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

I.14 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts (August 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as

established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;
(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

I. 15 Contract Disputes (May 2003)

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

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.
(c) Contract disputes are to be in writing and shall contain:
(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
(2) The contract number and the name of the Contracting Officer;
(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
(4) All information establishing that the contract dispute was timely filed;
(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
(6) The signature of a duly authorized representative of the initiating party.
(d) Contract disputes shall be filed at the following address:
Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720
(2) other address as specified in 14 CFR Part 17.
(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.
(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.
(i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be

due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.
(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov.

(End of clause)

I.16 Gratuities or Gifts (August 2002)

(a) The TSA may terminate this contract for default if, after notice and a hearing, the TSA Office of Dispute Resolution for Acquisition determines that the Contractor, the contractor's agent, or other representative:

(1) Offered or gave a gratuity or gift to an employee of the TSA; and

(2) Intended, by the gratuity or gift to obtain a contract or favorable treatment under a contract.

(b) If this contract is terminated under paragraph (a) of this clause, the TSA is entitled to pursue the same remedies as in a breach of contract.

The rights and remedies of the TSA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.17 Extras (August 2002)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

I.18 Prompt Payment (August 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.
(a) Invoice Payments.
(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the

Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.
(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.
(i) Name and address of the Contractor.
(ii) Invoice date.
(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
(vi) 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).
(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
(4) An interest penalty shall be paid automatically by the Government , without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.
(i) A proper invoice was received by the designated billing office.
(ii) A receiving report or other Government documentation authorizing payment was processed 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.
(5) The interest penalty shall be as specified in the "Interest" clause. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.
(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed 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. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based 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 following periods of time will not be included in the determination of an interest penalty:
(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.
(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.
(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (TSA) contract disputes resolution procedures. Interest penalties of less than $1.00 need not be paid.
(iv) Interest penalties are not required on payment delays due to disagreement between the Government and 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. Contract disputes, and any interest that may be payable, will be resolved in accordance with TSA contract disputes resolution procedures.
(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.
(b) Contract Financing Payments.
(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to

acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).
(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.
(3) Contract financing payments shall not be assessed an interest penalty for payment delays.
(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

I.19 NON-PERSONAL SERVICES (August 2002)

(a) As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992, Policy Letter on Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government in a manner that creates an employee-employer relationship. The Contractor employee's supervisor shall give all Contractor employee assignments and daily work direction. If any Contractor employee believes any Government action or communication has been given that would create a personal services relationship between the Government and a Contractor employee, the Contractor shall promptly notify the Contracting Officer (CO).
(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of or making decisions for the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been received from the CO.
(c) Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services or supplies required under this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

Attachment No.	Description
1	Questions and Answers
2	Offeror's Representations and Certifications
3	Offeror's Proposal

Attachment 1

Questions & Answers

QUESTIONS AND ANSWERS
MEDIA SERVICES

1. What is an IDIQ award?

   Answer: See Clause I.2 on page 20 of the solicitation

2. If approximately 3 vendors are chosen, does that mean that one of the vendors will conduct the satellite media tours, and another will conduct the radio media tour?

   Answer: Contract(s) will be awarded to the three vendors who can perform all requirements of the Statement of Work.

3. What is the format for a pricing proposal? I don't see it in the SOW.

   Answer: It is in Section L of the solicitation. See paragraphs L.4, L.5 and L.6.

4. Who is the incumbent?

   Who have you been working with to fulfill these requirements for the past few years?

   Answer: TSA is a newly formed government agency, established in November 2001. There has only been one incumbent, TVN Communications.

5. What was the pricing on the incumbent's contract?

   Answer: The incumbent's contract was not an IDIQ. It was a firm fixed-price type contract.

6. Is there a Minimum Number of VNRs, SMTs, etc in the Plan or just TBA?

   Answer: No, there is no minimum number.

7. Would NAICS code 548190 also be considered or just 541820?

   Answer: All NAICS codes under 5418 – Advertising & Related Services will be considered.

8. Section B, paragraph B.1, indicates that there will be a 2 year base period, plus 3 option year periods. Paragraph B.3 indicates that there will be a 2 year base period, plus only 2 option periods.

   Answer: Option Year 3 was inadvertently omitted under B.3 – See attached Revised

Page 3 of the Solicitation

9. Section L describes in detail the proposal structure, including which volumes and how many pages are allowed for the Technical Volume. Paragraph L.4(c) specifies for the Pricing volume that "...this section is to be strictly limited to cost and price information."

   a. Please identify in which volume the government wants the completed Section K, completed H.8, and completed Section B, as well as the completed and signed SF33. If this information must be included in the Technical volume, will these pages be counted against the 50 page limitation?

   Answer: This document will be the contract, therefore the entire document should be returned with all the required information filled in, included with the price volume.

   b. Paragraph M.2, Factor 4 – Work Product Samples requires the submittal of several samples of our work, including the written follow up reports and tracking documents. Each follow up report typically includes a 5 – 10 page tracking report, which is required by the RFP as part of each sample. With this in mind, it appears that including the Work Product Samples within the 50 page limit for the technical volume is too restrictive. If these documents are to be included, please consider increasing the page limitation for the technical volume.

   Answer: Factor 4 – Work Product Samples: "...MUST submit the following **with** their proposals. A compilation..." The pages associated with the work product submissions will not be counted toward the 50 page limitation.

10. Section M, paragraph M.2, Factor 5 – Price, indicates that the proposals will be evaluated for the reasonableness/risk of the price of the "sample task." However, it does not appear that a Sample Task" has been included in the solicitation. Please provide the Sample Task we are to price for evaluation.

    Answer: Delete the entire sentence "The Government will evaluate...to the offeror's capability." See the Revised Page 55.

11. Section I, paragraph I.14, incorporates the requirements of the Service Contract Act. Please provide the Wage Determination established by DOL for the Orlando, Florida area (our primary place of business), or other appropriate Wage Determination.

    Answer: It is the responsibility of contractors to know the applicable wage determinations for their locale and pay their employees accordingly.

12. In the SOW, there is specific requirement for use of "C-band" satellite transmissions. While we utilize C-band, we also use KU-band satellite transmissions. In many instances allowing us the flexibility to use KU instead of C-band satellite transmissions will be much more cost effective, resulting in lower costs to the government. Will C-band remain the only transmission allowed?

Answer: Contractors should propose on **all** the requirements as they are written in the RFP. Alternate solutions may be proposed, as well. However they should be clearly annotated as "alternatives."

13. Please elaborate more on the scope and timing of the video release and the targeted number of media bookings required/anticipated. This can be very labor intensive, since some inquiries will be generated by the PR follow-up, and others will be incoming.

    Is TSA willing to pay on an hourly basis for media followup? Or on per inquiry?

    There could be different components involved... call-backs, arrange interviews, prepare companion materials, prep TSA spokesman, strategize if the story 'develops legs' and goes beyond where we expected. There could be other parameters...like if there IS an incident, there could be more of a media frenzy, incoming and outgoing.

    Answer: The reason this will be an IDIQ award is because it is impossible to predict the timing of the video news releases or the satellite media tours. They are developed based upon the dynamic communication needs of the Agency. We were able to provide long lead times for the incumbent contractor, while other times the turn-around has been a matter of one to two days. **The winning firm must be able to perform in a dynamic, news-room like environment, capable of quickly adapting to changing circumstances.**

    No. When we book a four-hour SMT, TSA expects the firm to fill the entire block to the best of its ability. TSA has worked even during the SMT to add live shots to the roster. At some point during the booking process, TSA and the successful vendor will make a determination about the success of the effort and how to proceed. TSA has several former news people on staff capable of selecting topics that will be timely and interesting to the media.

    Vendor may submit as an alternate solution estimated hours with rates and labor categories.

    TSA has developed a formula for these projects, especially the involvement of the spokesman. We do not require that kind of coaching from the successful vendor. For VNR and SMT projects we require script writing, production, editing, media advisory, distribution and pitching services as stated in Section C.3.3.1 of the SOW. The price per project will reflect these decisions.

14. Please indicate anticipated timing of the 4 PR rounds. Are they spread across the year, or will this be more concentrated, so that TSA has a fully loaded media kit going out?

    Answer: See the response to Question #13. Again, TSA operates like a newsroom. Our schedule is very unpredictable. The successful vendor must demonstrate its ability to be

flexible and keep up with the client.

15. Does TSA have any in-house staff to handle some of the logistics in accessing/scheduling top TSA managers? Will TSA share incoming media call information with Vendor?

    Answer: TSA Public Affairs staff will work with the firm to handle scheduling of interviews. Yes, TSA will share any incoming information with the successful vendors.

16. Will TSA be responsive? Media expects prompt turnaround and ready access. Otherwise, that hurts credibility and working relationship with Press.

    Answer: TSA has a deep understanding of the media's needs. We manage one of the toughest issues in America. It is unlikely that the successful vendor will need to concern itself with that issue.

17. How will vendor success be evaluated? If TSA policy or access is less than optimal, it could 'hurt' vendor success in generating media placement. Will there be honest assessment of circumstances and environment and cause/effect?

    Answer: Vendor success be evaluated according to the vendor complying with the requirements of the contract.

18. Where are the on-location sites? In Washington, DC, or at airports and other locations around the country.

    Answer: Locations are determined based on the project. They could be at airports or other locations around the country.

19. Why is a 2-camera shoot requested?

    Answer: Two (2) cameras may be required to provide viewers all visual elements.

20. Does the contractor provide the 800 number, or does TSA provide?

    Answer: This is the contractor's responsibility.

21. Will the TSA provide the website or Contractor provide temporary/semi-permanent website for VNR?

    Answer: TSA will provide the website

22. Will TSA provide a contract list for specific recipients of media alerts other than TV markets?

    Answer: No, this is the contractor's responsibility.

23. Who will pay for shipping for the number of dub and ship tapes?

    Answer: This is the contractor's responsibility.

24. Will there be a specific determining factor from TSA on how many tapes will be dubbed and shipped? If so, please explain?

    Answer: This will depend on the specific needs of each project.

25. Will TSA provide anyone onsite at the media tour location to oversee, direct or attend an any capacity?

    Answer: TSA will participate directly in these projects.

26. Overall – In your statement of work it says that the subject matter to be covered will be based upon TSA's proactive Public Education Campaign. Will we be able to help the TSA formulate the best delivery methods based upon the individual topics to be covered?

    Answer: The contractor will be able offer input, however, TSA retains final decision rights.

27. VNR – Will the majority of shooting take place in Washington, DC? Does the reporter have to be union or doesn't it matter? Same question for the Talent voiceover? For pricing purposes should we figure all production within the Washington, DC metropolitan area?

    Answer: Locations vary, and may be all over the country. As long as the contractor is in compliance with the contract terms stated in Clause I.1, in paragraphs (q), and (r) on page 19, and Clause I.14 on pages 35-36, the decision to use union or not is up to the contractor.

28. SMT – Are we to assume all SMTs will originate from Washington DC, or to include pricing for tours that happen in other cities? Also, should we include separate costs for SMTs that take place on location instead of in studio?

    Answer: No, See answer to Question #18. None of our SMTs will occur in a studio.

29. This contract addresses the ongoing Public Education Program. Will the emergency response efforts of the TSA also be fulfilled through this contract?

    Answer: It is a possibility but will be addressed separately on a Task Order basis..

30. Approximately how many VNR's, RMT's, SMT's and b-roll tapings do you anticipate in the next year, based on the amount of work you are currently doing?

Answer: Unknown, this will be in accordance with our needs.

31. Where do you anticipate these services will take place? In the Washington DC Metro area or at various locations through out the US? Can you pinpoint cities if the locations are spread nationwide?

    Answer: See answer to Question #18

32. When services need to be performed, how much advance notice will be given to the contractor to prepare for the event?

    Answer: See the SOW, paragraph C.3.1. Notice to proceed varies.

33. I notice on the samples, you're requesting audio tapes and video tapes. Must we provide these only in this format? Can we provide you with all the files on a computer CD or perhaps as MP3s or some other format, or do you specifically want them an VHS video tapes and audio cassettes?

    Answer: Samples on CD are acceptable, as long as we can see them. It may be safer to provide VHS or audio cassette samples.

34. Any idea of locations? Any particular regions? All across US?

    Answer: See answer to Question #18

35. Does TSA need pricing for satellite time?

    Answer: Pricing for CLIN 0002, SMT should include all costs to achieve the description as stated in the SOW, pages 4 and 5. If this is considered an ODC (CLIN 0005) then it should be listed in accordance with Clause B.2

36. Does TSA need pricing on studio time?

    Answer: No SMTs will be done in a studio.

37. Does TSA need pricing on uplinks? Downlinks?

    Answer: See the answer to Question #35.

38. Does TSA have topic ideas in mind for the media advisories?

    Answer: Yes, see answer to Question #26.

39. Timeline – does TSA need an approximated timeline within this proposal?

Answer: No, timing will be based on projects as they arise.

40. B-roll – do you have any idea what you would want B-roll of?

    Answer: Depends on topic of the project.

41. How many locations for each shoot or will it be just one?

    Answer: Varies depending on the project.

42. Do you already have a library of B-roll as well?

    Answer: TSA prefers original video for each project.

43. Does TSA have a contract already with a clipping service? Or a video monitoring service? Or would we be responsible for this and its associated costs?

    Answer: Monitoring reports and all applicable costs are the responsibility of the contractor.

Attachment 2

Offeror's Representations & Certifications

Offeror's Representations and Certifications submitted with their proposal are hereby incorporated by reference.

Attachment 3

Offeror's Proposal

The offeror's proposal is hereby incorporated by reference.