

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 21, 24, & 29			1. REQUISITION NO. REQ-04-CA0018		PAGE 1 OF 18					
2. CONTRACT NO. GS-10F-0346N		3. AWARD/EFFECTIVE DATE see block 30c		4. ORDER NO. HSTS03-04-F-CA0013		5. SOLICITATION NO. HSTS03-M-Q-CA0013		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL			8. NAME		9. TELEPHONE NO. (see other calls)		10. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY U.S. DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION 601 SOUTH 12 TH STREET - TSA 25 ARLINGTON, VA 22202 POC: Marvin Crubbs PHONE: 571-227-1381 FAX: 571-227-2911 EMAIL: Marvin.Crubbs@DHS.GOV			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> NA SIC SIZE STD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A MATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS NA		
15. DELIVER TO See Page 2			14. ADMINISTERED BY SAME AS BLOCK 9		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR OFFEROR			18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
b4 b6 Home Engineering Services, Inc. Attn: [REDACTED] 3130 Fairview Park Drive, Suite 400 Falls Church, VA 22042 Phone: 703-841-1100 Fax: 703-841-0440 TIN: 541583573 DUNS # 787082880 CAGE Code: DUSK7			Transportation Security Administration 601 South 12 th Street Mail Stop RT-14A Arlington, VA 22202		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
		Contractor shall assist the TSA in developing and implementing a national occupational safety and health program as stated within the enclosed Statement of Work. - Continued on Page 2 - (Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA USAD000000 / 2004 / 3A3COSHBI5 / 3C27000000 / 25305 (F) OBLIGATES \$2,768,000					26. TOTAL AWARD AMOUNT (For Gov. Use Only) \$2,768,000.00					
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					28. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED April 29, 2004 as amended July 01, 2004. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input checked="" type="checkbox"/>					
29a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Darryl K. Horne</i>					30a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>[Signature]</i>					
29b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Darryl K. Horne, President and CEO			30c. DATE SIGNED 7.20.04		30b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael Dennis		30d. DATE SIGNED 7/20/04			
31a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED					32. SHIP NUMBER		33. VOUCHER NUMBER		34. AMOUNT VERIFIED CORRECT FOR	
31b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE					31a. DATE		35. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		36. CHECK NUMBER	
40a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					40b. DATE		37. S/R ACCOUNT NO.		38. S/R VOUCHER NO.	
40c. SIGNATURE AND TITLE OF CERTIFYING OFFICER					40c. DATE		41a. RECEIVED BY (Print)		39. PAID BY	
					41b. RECEIVED AT (Location)		41c. DATE RCVD (MM/DD/YY)		41d. TOTAL CONTAINERS	

Block 20 continued

SECTION B - SCHEDULE OF PRICING

This will be a Firm-Fixed Price task order. The firm-fixed-price provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. Except as stated in the Statement of Work, the contractor shall furnish all equipment, management, supervision, personnel, material, supplies and services necessary for performance of this task order.

Base Period (Date of Award and 12 months thereafter)

CLIN/ Deliverable	Base
0001A / Project Plan	[REDACTED]
0002A / Performance Planning	[REDACTED]
0003A / Monthly Planning and Status Reports	[REDACTED]
0004A / Development of Training Modules for OSH Program Areas	[REDACTED]
0005A / Research and Program Documentation	[REDACTED]
0006A / Toolbox Reference Guide	[REDACTED]
0007A/Implementation Guidance Templates	[REDACTED]
0008A / Investigation and Inspection Reporting	[REDACTED]
Exercised Option for Additional 50 Airports	[REDACTED]
0009A / OSH Management Evaluation Process Support	N/A
0010A / Technical Investigations not to exceed 8 per year	[REDACTED]
0011A / Ongoing Onsite Support (fixed unit priced)	\$ 614,574 NTE
- Program Mgr HDQ [REDACTED]	
- Project Mgr HDQ [REDACTED]	
- Task Mgr I HDQ [REDACTED]	
- Task Mgr II HDQ [REDACTED]	
- Task Manager HDQ & Field Supl [REDACTED]	
- Admin III HDQ [REDACTED]	
- Admin III HDQ Supl. [REDACTED]	
- Task Manager I MSC 1 [REDACTED]	
- Task Manager II MSC 1 [REDACTED]	
- Task Manager I MSC 2 [REDACTED]	
- Task Manager II MSC 2 [REDACTED]	
- Task Manager I MSC 3 [REDACTED]	
- Task Manager II MSC 3 [REDACTED]	
- Task Manager I MSC 4 [REDACTED]	
- Task Manager II MSC 4 [REDACTED]	
- Task Manager I MSC 5 [REDACTED]	
- Task Manager II MSC 5 [REDACTED]	
0012A / Travel	\$ 540,000 NTE
0013A / Other Direct Costs (ODCs)	\$ 79,186 NTE
Total	\$2,768,000
NTE = Not to Exceed	

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Option Period 1 (12 months after the expiration of the Base Period)

CLIN/Deliverable	Option 1
0001B / Project Plan	[REDACTED]
0002B / Performance Planning	[REDACTED]
0003B / Monthly Planning and Status Reports	[REDACTED]
0004B / Development of Training Modules for OSH Program Areas	[REDACTED]
0005B / Research and Program Documentation	[REDACTED]
0006B / Toolbox Reference Guide	[REDACTED]
0007B / Implementation Guidance Templates	[REDACTED]
0008B / Investigation and Inspection Reporting	[REDACTED]
0009B / OSH Management Evaluation Process Support	[REDACTED]
0010B / Technical Investigations not to exceed 8 per year	[REDACTED]
0011B / Ongoing Onsite Support (fixed unit priced)	\$ 808,407 NTE
- Program Mgr HDQ [REDACTED]	
- Project Mgr HDQ [REDACTED]	
- Task Mgr I HDQ [REDACTED]	
- Task Mgr II HDQ [REDACTED]	
- Admin III HDQ [REDACTED]	
- Task Manager I MSC 1 [REDACTED]	
- Task Manager II MSC 1 [REDACTED]	
- Task Manager I MSC 2 [REDACTED]	
- Task Manager II MSC 2 [REDACTED]	
- Task Manager I MSC 3 [REDACTED]	
- Task Manager II MSC 3 [REDACTED]	
- Task Manager I MSC 4 [REDACTED]	
- Task Manager II MSC 4 [REDACTED]	
- Task Manager I MSC 5 [REDACTED]	
- Task Manager II MSC 5 [REDACTED]	
0012B / Travel	\$ 25,000 NTE
0013B / Other Direct Costs (ODCs)	\$ 25,000 NTE
Total	\$1,918,944
NTE = Not to Exceed	

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Option Period 2 (12 months after the expiration of Option Period 1)

CLIN/Deliverable	Option 2
0001C / Project Plan	[REDACTED]
0002C / Performance Planning	[REDACTED]
0003C / Monthly Planning and Status Reports	[REDACTED]
0004C / Development of Training Modules for OSH Program Areas	[REDACTED]
0005C / Research and Program Documentation	[REDACTED]
0006C / Toolbox Reference Guide	[REDACTED]
0007C / Implementation Guidance Templates	[REDACTED]
0008C / Investigation and Inspection Reporting	[REDACTED]
0009C / OSH Management Evaluation Process Support	[REDACTED]
0010C / Technical Investigations not to exceed 8 per year	[REDACTED]
0011C / Ongoing Onsite Support (fixed unit price)	\$ 836,726 NTE
- Program Mgr HDQ [REDACTED]	
- Project Mgr HDQ [REDACTED]	
- Task Mgr I HDQ [REDACTED]	
- Task Mgr II HDQ [REDACTED]	
- Admin III HDQ [REDACTED]	
- Task Manager I MSC 1 [REDACTED]	
- Task Manager II MSC 1 [REDACTED]	
- Task Manager I MSC 2 [REDACTED]	
- Task Manager II MSC 2 [REDACTED]	
- Task Manager I MSC 3 [REDACTED]	
- Task Manager II MSC 3 [REDACTED]	
- Task Manager I MSC 4 [REDACTED]	
- Task Manager II MSC 4 [REDACTED]	
- Task Manager I MSC 5 [REDACTED]	
- Task Manager II MSC 5 [REDACTED]	
0012C / Travel	\$ 30,000 NTE
0013C / Other Direct Costs (ODCs)	\$ 25,000 NTE
Total	\$1,988,694
NTE = Not to Exceed	

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Option Period 3 (12 months after the expiration of Option Period 2)

CLIN/Deliverable	Option 3
0001D / Project Plan	[REDACTED]
0002D / Performance Planning	[REDACTED]
0003D / Monthly Planning and Status Reports	[REDACTED]
0004D / Development of Training Modules for OSH Program Areas	[REDACTED]
0005D / Research and Program Documentation	[REDACTED]
0006D / Toolbox Reference Guide	[REDACTED]
0007D / Implementation Guidance Templates	[REDACTED]
0008D / Investigation and Inspection Reporting	[REDACTED]
0009D / OSH Management Evaluation Process Support	[REDACTED]
0010D / Technical Investigations not to exceed 8 per year	[REDACTED]
0011D / Ongoing Onsite Support (fixed unit price)	\$ 866,002 NTE
- Program Mgr HDQ [REDACTED]	
- Project Mgr HDQ [REDACTED]	
- Task Mgr I HDQ [REDACTED]	
- Task Mgr II HDQ [REDACTED]	
- Admin III HDQ [REDACTED]	
- Task Manager I MSC 1 [REDACTED]	
- Task Manager II MSC 1 [REDACTED]	
- Task Manager I MSC 2 [REDACTED]	
- Task Manager II MSC 2 [REDACTED]	
- Task Manager I MSC 3 [REDACTED]	
- Task Manager II MSC 3 [REDACTED]	
- Task Manager I MSC 4 [REDACTED]	
- Task Manager II MSC 4 [REDACTED]	
- Task Manager I MSC 5 [REDACTED]	
- Task Manager II MSC 5 [REDACTED]	
0012D / Travel	\$ 30,000 NTE
0013D / Other Direct Costs (ODCs)	\$ 25,000 NTE
Total	\$2,056,348
NTE = Not to Exceed	

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Option Period 4 (12 months after the expiration of Option Period 3)

CLIN/Deliverable	Option 4
0001E/Project Plan	[REDACTED]
0002E/Performance Planning	[REDACTED]
0003E/Monthly Planning and Status Reports	[REDACTED]
0004E/Development of Training Modules for OSH Program Areas	[REDACTED]
0005E/Research and Program Documentation	[REDACTED]
0006E/Toolbox Reference Guide	[REDACTED]
0007E/Implementation Guidance Templates	[REDACTED]
0008E/Investigation and Inspection Reporting	[REDACTED]
0009E/OSH Management Evaluation Process Support	[REDACTED]
0010E/Technical Investigations not to exceed 8 per year	[REDACTED]
0011E/Ongoing Onsite Support (fixed unit price)	\$ 896,328 NTE
- Program Mgr HDQ [REDACTED]	
- Project Mgr HDQ [REDACTED]	
- Task Mgr I HDQ [REDACTED]	
- Task Mgr II HDQ [REDACTED]	
- Admin III HDQ [REDACTED]	
- Task Manager I MSC 1 [REDACTED]	
- Task Manager II MSC 1 [REDACTED]	
- Task Manager I MSC 2 [REDACTED]	
- Task Manager II MSC 2 [REDACTED]	
- Task Manager I MSC 3 [REDACTED]	
- Task Manager II MSC 3 [REDACTED]	
- Task Manager I MSC 4 [REDACTED]	
- Task Manager II MSC 4 [REDACTED]	
- Task Manager I MSC 5 [REDACTED]	
- Task Manager II MSC 5 [REDACTED]	
0012E/Travel	\$ 30,000 NTE
0013E/Other Direct Costs (ODCs)	\$ 25,000 NTE
Total	\$2,126,431
NTE = Not to Exceed	

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GRAND TOTAL = \$10,858,417.00 NTE

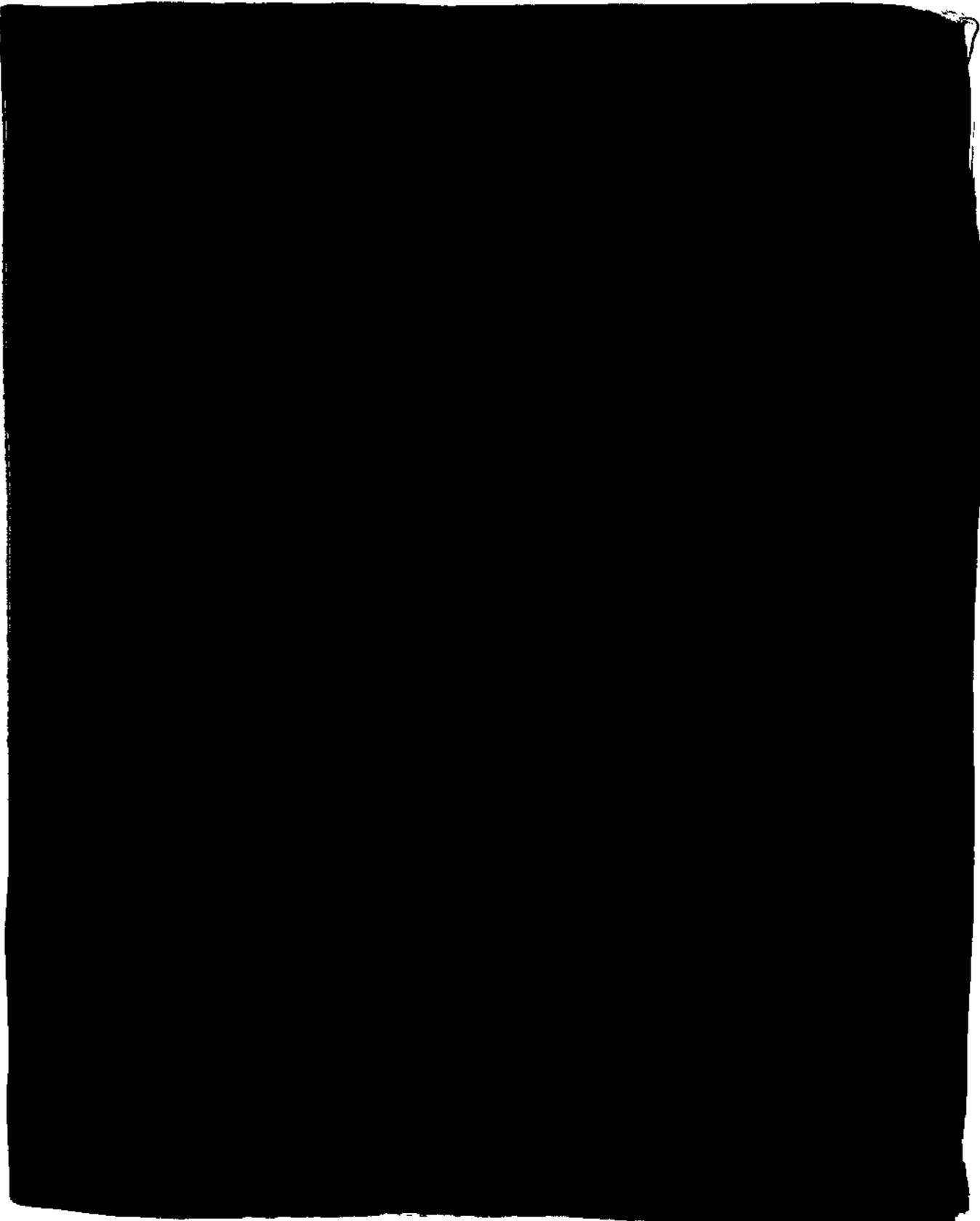
Additional Notes:

1) Incorporated clarifications:

[REDACTED]

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2) For each period of performance, the Government reserves the right to negotiate with the contractor each CLIN's labor mix and hours to associate elsewhere within the deliverables provided there is no

increase in the total contract value. A contractual modification bilaterally signed by the parties will finalize any changes to the CLINs/modification.

3) Travel and ODCs may increase in the option years dependent on an increase in the estimated amount of travel and ODCs required. A contractual modification bilaterally signed by the parties will finalize any changes to the CLINs/modification.

4) In the event that funding allocated to CLIN 0010, Technical Investigations, is not expended by means of ordered investigations by the 3rd quarter within each period of performance, said funding may be applied elsewhere within the period of performance provided there is no increase in the total contract value. A contractual modification bilaterally signed by the parties will finalize any changes to the CLINs/modification.

5) Notwithstanding 2 - 4 above, as per the SOW, the Government reserves the right to negotiate for staffing resources to also be located at onsite airports prior to or during the respective exercised option year and recalculate the contract value due to necessary changes. A contractual modification bilaterally signed by the parties will finalize any changes to the CLINs/modification.

6) Further to the above, due to impending program growth, the Government reserves the right to negotiate select CLINs within the base and option years for increased deliverables and requirements in the event the Occupational Safety and Health program at TSA increases provided the requirements remain within the scope of the task order. A contractual modification bilaterally signed by the parties will finalize any changes to the CLINs/modification.

7) DCAA approved G&A may be applied to travel and other direct costs (ODCs). Horne shall provide evidence of DCAA approved G&A changes (upward or downward) prior to applying the revised rate to travel and ODCs.

8) Excluding audit approved G&A, no direct or indirect costs, fees nor profit shall be applied to travel reimbursements. Travel within or to the local metropolitan Washington DC area will not be reimbursed. Reimbursement for related other direct costs will be on an actual cost basis but not to exceed the established ceiling cap as identified below per base and each option period. Excluding audit approved G&A, no direct or indirect costs, fees nor profit shall be applied to such reimbursements.

9) The Transportation Security Administration (TSA) is exempt of sales tax and does not have to file a Tax Exemption form since the Commonwealth of Virginia does not require any form or filing to achieve tax exempt status. TSA's FEIN = 800038533.

10) All contractor personnel, to include subcontractors, will be required to complete and submit a confidential and non-disclosure agreement prior to beginning work.

11) In accordance with the SOW, all data provided to the contractor or collected by the contractor for the purpose of work performance shall not be used outside of the task order. At the end of the task order, the contractor and all subcontractors shall return said data and destroy additional copies of said data files, etc.

12) The parties shall negotiate specific invoicing provisions (draft and final versions of deliverables) following the kick-off meeting for the base and each option period. Said specific shall not deviate from the GSA Schedule payment provisions.

13) The terms and conditions of the GSA Schedule contract, from which this task order is issued, shall govern this order except for the clauses and conditions segmented into the Uniform Contract Format. Note that Section E is omitted herein as there are no additional clauses and conditions related to Inspection and Acceptance. The GSA Schedule governs.

SECTION C – STATEMENT OF WORK

1. Organization

1.1 Identification and Address

TSA Headquarters, West Tower
Office of Occupational Safety, Health and Environment
11th Floor, TSA-17
601 South 12th Street
Arlington, VA 22202-4220

1.2 Agency Mission

The Transportation Security Administration (TSA) protects the Nation's transportation systems to ensure freedom of movement for people and commerce. The TSA Office of Occupational Safety, Health and Environment (OSHE) has oversight responsibility for all occupational safety and health (OSH) activities within TSA.

2. Project Background and Objectives

The OSHE Office is responsible for developing and implementing the TSA Occupational Safety and Health Program throughout the agency in order to meet the requirements set forth in the Occupational Safety and Health Act of 1970, Section 19; Executive Order 12196; and Title 29, Code of Federal Regulations, Parts -1960, 1910, and 1926. Each TSA field organization is required to structure and execute a local occupational safety and health program in accordance with applicable laws, standards, regulations, and DHS and TSA directives. The objective herein is to provide onsite resources and technical expertise to TSA Headquarters and field organizations nationwide to support their occupational safety and health programs. TSA Headquarters includes two (2) buildings in Arlington, VA, two (2) Herndon, VA locations; small staff in the Pentagon City Office Towers, and Crystal City. Field locations are the Mission Support Centers, the Airports (see attached list), and the Technical Center in Atlantic City, NJ.

2.1. Scope of Work

The Contractor shall provide general technical consultation and on-site support to the OSHE Office and TSA field organizations in the development and implementation of the TSA Occupational Safety and Health Program. Support services will be provided in the areas of program development and implementation to include inspections, abatement, industrial hygiene services and associated support, recordkeeping, mishap and incident investigations, reporting, training development and instructional assistance, policy implementation, and program management evaluations. The Contractor will be required to provide occupational safety and health personnel with the technical expertise, knowledge, experience, and training to perform the tasks at the levels outlined in this Statement of Objectives. TSA will also conduct hazard analyses of its screening operations and working environments under a separate contract vehicle to assist its management in the development of programs, procedures, and/or engineering modifications in order to eliminate or control identified hazards. It is expected that contractor support under this scope of work for the implementation of abatement actions and countermeasures to address the findings of the hazard assessments will increase starting in 1st Quarter FY 2005.

2.2. Statement of Work

2.2.1. Description

Activities under this solicitation include, but are not limited to:

- 2.2.1.1. Providing technical support to TSA OSHE Office in developing and implementing the national occupational safety and health program, in accordance with the requirements set forth in applicable laws, regulations, standards, DHS and TSA management directives including, but not limited to the following areas:

Program Development

- A. Develop lessons learned, best business practices, and conduct technical research for policy development and program implementation, including Voluntary Protection Program strategies.
- B. Develop safety promotion and awards programs (for example, newsletters, brochures, and safety slogan contests).
- C. Support the OSHE Manager in the development of occupational safety and health management evaluation program, including providing preliminary research, identification of metrics, program implementation guidance, data collection and analysis, reporting and follow-up.
- D. Provide technical expertise to implement TSA policies at the field locations, including assisting the FSD in planning, budgeting, and monitoring their local OSH program.

Program Implementation – HQ Support

- E. Compile and input data collected from job hazard analysis, inspections, mishaps, incident investigations and abatement programs into the forthcoming TSA safety information database, prepare reports and main files as necessary.
- F. Prepare technical content for awareness training modules, such as bloodborne pathogens; hazard communication; hearing conservation and personal protective equipment.
- G. Conduct workplace hazard assessments, to include slips, trips and falls, walking-working surfaces, electrical safety, fire prevention and protection, industrial hygiene services and associated support functions and to ensure that employees and contractors under the supervision of TSA are furnished places of employment that are free from recognized safety and health hazards.
- H. Develop occupational safety and health material to be included in an OSH program guidance toolbox to include reference guides, implementation guidance templates, such as model written programs, checklists, flow charts, matrices, frequently asked questions and answers, and other supporting guidance to help TSA field units administer their local occupational safety and health programs.
- I. Provide technical support for the TSA national Safety and Health Council, in implementing its charter of providing corporate focus and direction to the OSH program.
- J. Support the TSA Headquarters in pre-design and systems safety reviews of TSA equipment, airport reconfiguration plans and remodeling/build-out plans in order to identify hazards to personnel and equipment and develop recommendations to eliminate or control the identified hazards.
- K. Conduct annual inspections of TSA controlled and occupied space to ensure compliance with occupational safety and health federal mandates.

- 2.2.1.2 Providing on-site technical support to TSA field organizations in developing and implementing their local occupational safety and health programs, in accordance with the requirements set forth in applicable laws, regulations, standards, DHS and TSA management directives including, but not limited to the following areas:

Program Implementation - Field organizations

- A. Compile and input data collected from job hazard analysis, inspections, mishaps, incident investigations and abatement programs into the forthcoming TSA safety information database, prepare reports and maintain files as necessary.
- B. Maintain injury and illness records in compliance with Title 29 CFR Part 1904.
- C. Conduct mishap and incident investigations and reporting as identified in TSA Management Directives.
- D. Conduct inspections and audits of TSA controlled and occupied space to ensure compliance with federal mandates to ensure that employees and TSA supervised contractors are furnished places of employment that are free from recognized safety and health hazards. Serve as an occupational safety and health technical expert and point of contact, and participate in Occupational Safety and Health Administration (OSHA) inspections of field unit locations
- E. Develop abatement programs to correct or mitigate identified hazards.
- F. Arrange monitoring for air contaminants, noise hazards, radiation exposure, and other physical and chemical stressors in the work environment.
- G. Analyze industrial hygiene surveys, reports and recommend and follow up on corrective actions.
- H. Research and investigate employee complaints of unsafe and/or unhealthful working conditions, and collaborate with management to identify the most expedient and cost-effective counter measures (corrective actions).
- I. Serve as a technical resource to the Safety Action Teams (SATs) at the field locations. SATs serve as a forum for employees and management to raise safety and health issues and concerns and recommend solutions.
- J. Provide support to the Federal Security Directors (FSDs) to facilitate compliance with the OSHA recordkeeping and reporting standards (29 CFR Part 1904 and 1960), including assessing the validity of occupational injuries, illness and incident reports including determining when investigations are appropriate.
- K. Serve as technical point of contact on all OSH issues, including providing informal awareness training to field staff on OSH issues.
- L. Provide support to the field program in tracking of medical surveillance programs, scheduling of hearing audiograms; and tracking personal protective equipment supplies, maintenance and related components.

2.2.2. Deliverables

2.2.2.1. Itemized list and due dates:

Deliverable 1: Project Plan - Due within 20 Business days of Contract award

The Contractor will develop a project plan with milestones and timelines for accomplishing the specified tasks.

Deliverable 2: Performance Planning - Due within 20 Business days of Contract award

The Contractor will develop a report to track performance against the project plan and budget.

Deliverable 3: Monthly Planning and Status Reports - Due no later than 6 business days from the beginning of the month

The Contractor will provide monthly reports detailing the status of ongoing projects and plans for the month. The report will include updates on task development, activity logs, and travel and expenditure reports.

Due Dates: Timing and due date(s) of the following deliverables will be mutually agreed to in project plan by the OSHE Office, TSA field organizations, and the Contractor.

Deliverable 4: Development of Training Modules for OSH Program Areas

The contractor will research and develop the technical content for training modules on bloodborne pathogens; hazard communication; hearing conservation; personal protective equipment; and workplace risk assessments, including slips, trips and falls, walking-working surfaces, electrical safety, fire prevention and protection, conveyors systems, and indoor air quality. Data to be provided in Microsoft Office, Windows 2000 compatible format together with one (1) official paper copy.

Deliverable 5: Research and Program Documentation

The Contractor will conduct research and prepare information papers, as necessary, on various business practices and technical subjects for use in written programs. Topics to include bloodborne pathogens, personal protective equipment, materials handling, fire and life safety codes, lighting, hearing conservation, conveyor belts and other materials handling systems, multi-employer worksite, thermal stress, and other related safety topics. Data to be provided in Microsoft Office, Windows 2000 compatible format together with one (1) official paper copy.

Deliverable 6: Toolbox Reference Guide

Develop and distribute to field locations an occupational safety and health Toolbox of reference guides, checklists, templates, and other program resources for TSA field organizations. Document to be provided in Microsoft Office, Windows 2000 compatible format together with one (1) official paper copy. Information to be distributed in paper copy and/or electronic disks.

Deliverable 7: Implementation Guidance Templates

Develop model written programs, flow charts, matrices, frequently asked questions and answers (FAQs), newsletters, visual aids and other program implementation guidance tools that can be posted by TSA on the OSHE Office internal website and distributed to all field organizations in paper copies and/or electronic disks.

Deliverable 8: Investigation and Inspection Support and Reporting

Prepare reports and abatement recommendations on formal and informal inspections and investigations conducted, including employee reports of unsafe and unhealthful working conditions, mishaps or incident investigations and OSHA inspections.

Deliverable 9: OSH Management Evaluation Process Support

The Contractor will provide a plan for establishing an agency-wide qualitative occupational safety and health evaluation program that meets the requirements set forth in Title 29, Code of Federal Regulations, Part 1960, Subpart J. The plan shall address 1) necessary preliminary research; 2) metrics to be used; 3) data collection and analysis methods; 4) communication of findings, recommendations, and action plans; and 5) follow-up and verification. The Contractor will be required to support each aspect of the TSA occupational safety and health program evaluative process.

Deliverable 10/Optional and per Occurrence

On an occasional basis and not to exceed 8 occurrences per year, the contractor may lead or serve as the Technical Investigator and provide written reports on serious occupational safety and health mishaps and incidents as outlined in TSA Management Directives.

Deliverable 11/Ongoing Onsite Support

Provide ongoing technical support to the FSDs and other field managers, as necessary, to develop, implement, and administer their OSH programs in accordance with the requirements defined in 2.2.1.2.

Deliverables Summary

Deliverable	SOW Paragraph #	Due Date	Media
1. Project Plan Required in the Base Period with updates for each Option Period	All	20 Business after Award	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
2. Performance Plan Required in the Base Period with updates for each Option Period	All	20 Business after Award	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
3. Monthly Planning and Status Reports Required in the Base Period and each Option Period	All	NLT 6 business days after 1 st of month	MS Office, Windows 2000 Compatible Program and 1 official paper copy.

Deliverable	SOW Paragraph #	Due Date	Media
4. Training Modules Required in the Base Period with updates for each Option Period	2.2.1.1.F 2.2.1.2.K	TBD by OSH Management	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
5. Research & Program documentation Required in the Base Period with updates for each Option Period	2.2.1.1.A, B, C, F, & H	TBD by OSH Management	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
6. Toolbox Reference Guide Required in the Base Period with updates for each Option Period	2.2.1.1.H	TBD by OSH Management	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
7. Implementation Guidance Templates Required in the Base Period with updates for each Option Period	2.2.1.1.B, C & H	TBD by OSH Management	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
8. Investigation and Inspection Support and Reporting. Required in the Base Period and each Option Period	2.2.1.1.E & K 2.2.1.2., C, D, E, H, & J.	(a) Imminent Danger – within 24 hours (b) Serious Mishaps-within 8 hrs of incident (b) Non serious – within 7 days of incident.	(a and b) Verbal and email communication followed by Report in MS Windows 2000 compatible format. (c) Reports in MS Windows 2000 compatible Program and 1 official paper copy
9. Management Evaluation Process Required in Option Period 1 and each additional Option Period	2.2.1.1.C	TBD by OSH Management starting in Option Year 1	MS Office, Windows 2000 Compatible Program and 1 official paper copy.
10. Serious Mishaps Investigation Reports Required in the Base Period and each Option Period as necessary	2.2.1.2.C	Written report within 30 days of mishap.	MS Windows 2000 compatible Program and 1 official paper copy

2.2.2.2. Acceptance Criteria

Inspection and acceptance of all work and work products required under this contract shall be performed by the Director, Office of Occupational Safety, Health and Environment, the Contracting Officer (CO) and/or the Contracting Officer Representative (COR). All required documentation will be provided in draft format to be approved by the CO and/or the COR. Specific timelines for the turnaround on the approval of drafts and completion of final copies to be mutually agreed to in monthly planning and status reports.

2.2.2.3. Delivery Instructions

Reports and other documentation deliverable under this contract will be provided in Microsoft Office, Windows 2000 compatible format together with one (1) official paper copy. All deliverables will be clearly marked with the Contract Number, the Point of Contact and the deliverable number clearly identified.

3. Government Furnished Resources

3.1. Facilities, Supplies and Services

Limited office space, furnishings, computer equipment and network access provided by the Government. Work locations in Year 1 of the Contract will be TSA Headquarters, Arlington, VA and each of the (5) Mission Support Centers (per attached list) or within a 20 mile radius, as the base with travel to the field locations as necessary.

3.2. Documentation

TSA will provide information on the TSA occupational safety and health program, relevant TSA management directives, and other existing documentation necessary for the provision of required service. All documentation, including reports, research papers, etc., created by the Contractor under this Contract shall become the property of the Transportation Security Administration.

4. Contractor Furnished Resources

4.1. Facilities, Supplies and Services

Office supplies provided by Contractor with office space and computing environment provided by TSA. Work locations in the base year of the Contract will be TSA Headquarters, Arlington, VA and each of the (5) Mission Support Centers (per attached list) serving as the base operations with travel to the field locations within the specified regions as necessary.

5. Administrative Considerations

5.1. Government Contacts

5.1.1. Acquisition

Marvin Grubbs
 Office of Acquisition
 Infrastructure Division
 Transportation Security Administration
 601 South 12th Street
 10th Floor, TSA-25
 Arlington, VA 22202
 Telephone: 571-227-1581

Michael Derrios
 Office of Acquisition
 Infrastructure Division
 Transportation Security Administration
 601 South 12th Street
 10th Floor, TSA-25
 Arlington, VA 22202
 Telephone: 571-227-1573

5.1.2. Technical

Jeanne Kosch
 Office of Occupational Safety and Health
 Transportation Security Administration
 601 South 12th Street
 11th Floor, TSA-17
 Arlington, VA 22202
 Telephone: 571 227 2072

Donna Kistoo – COR
 Office of Occupational Safety and Health
 Transportation Security Administration
 601 South 12th Street
 11th Floor, TSA-17
 Arlington, VA 22202
 Telephone: 571 227 2291

5.2. Place of Performance/Work Location

During the base year, Contractor personnel will be required, to work at or within a 20 mile radius of the TSA Headquarters in Arlington, VA and each of the Mission Support Centers (MSC) identified in the attachment. Contractor staff assigned to the MSC will be responsible for the OSH program requirements of all airports within the region associated with the respective MSC. For optional years, in addition to TSA HQ and the Mission Support Centers, staff may be located onsite at the Airports. TSA reserves the right to negotiate this requirement prior to or during the respective exercised option year and recalculate the contract value due to necessary changes.

5.3. Period of Performance

The period of performance will start two weeks from the date of award and will be in effect for a period of one (1) year from the start date, with an option to be extended for four one (1) year option periods.

5.4. Other Direct Costs**5.4.1. Travel Requirements**

Contractor personnel will be required to travel to airports and other field locations (see attached locations) as necessary for the implementation of the support services.

5.4.2. Travel and Per Diem

Travel and Per Diem will be reimbursed on a cost basis subject to Federal Travel Regulations. No travel costs shall be incurred under this contract without the prior written

approval of the COR. No direct or indirect fees or profit shall be applied to travel costs incurred as a result of Government travel. The contractor shall not exceed the travel ceilings established in the delivery order.

5.4.3. Other Unique Costs

Costs will be reimbursed for testing supplies related to industrial hygiene services, required duplicating and copying services. Costs shall not be incurred without the prior written approval of the CO and the COR. No direct or indirect fees or profit shall be applied to reimbursed items incurred for performance of this contract.

5.5. Security and Privacy

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

SECTION D - PACKAGING AND MARKING

D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work deliverables hereunder shall be in accordance with good commercial practices 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.

(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 F - DELIVERIES OR PERFORMANCE

F.1. Contract Period:

The Base period of performance will be from Date of Award and 12 months thereafter. There will be four (4) Option Years. The total period of performance for this Delivery Order shall not exceed five (5) years.

F.2. Clause 3.10.1-9 Stop-Work Order (February 2003)

(a) 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 order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either---

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.
- (b) 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-
- (1) 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
 - (2) 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 a claim submitted at any time before final payment under this contract.
- (c) 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.
- (d) 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. (End of clause)

F.3. Clause 3.10.1-11 Government Delay of Work (February 2003)

(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)

F.4. Clause 3.2.4-34 Option to Extend Services (February 2003)

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)

F.5. Clause 3.2.4-35 Option to Extend the Term of the Contract (February 2003)

- (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)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Authority – Contracting Officer, Contracting Officer's Representative and Contractor's Project Manager

Contracting Officer - The contracting officer for administration of this contract is Marvin Grubbs (571) 227-1581, Marvin.Grubbs@dhs.gov.

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.

Contracting Officer's Representative - The Contracting Officer's Representative (COR) for this basic contract is: Donna Kistoo (571) 227-2291, Donna.Kistoo@dhs.gov.

The COR will represent the contracting officer in the administration of technical details within the scope of this contract. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the Government. The COR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the contracting officer. The Government may change the COR assignment for this contract at any time without prior notice to the contractor. The contractor will be notified of the change.

Project Manager - The contractor's designated Project Manager for this contract is:

Telephone: [REDACTED], Facsimile: [REDACTED], E-mail:

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.2. Clause 3.3.1-1 Payments (February 2003)

The Government shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of partial deliveries or any portion of the work delivered or rendered for which a price is separately stated in the contract. (End of clause)

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**G.3. Clause 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT)
Payment - Central Contractor Registration (CCR) (February 2003)**

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the TSA to extend the payment due date until such time as the TSA can make payment by EFT (but see paragraph (d) of this clause).

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

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

(c) Mechanisms for EFT payment. The TSA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the TSA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

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

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

(e) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in

paragraph (c) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

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

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

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

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

(g) EFT and prompt payment.

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

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

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

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

G.5. Clause 3.10.1-22 Contracting Officer's Technical Representative

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, 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. 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 on behalf of the Contracting Officer under this contract. (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, Executive Order or 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.

H.2 Prohibition on Advertising (August 2002)

The Contractor or its representatives (including training instructors) shall not advertise or solicit business from attendees for private, non-Government training during contracted-for training sessions. This prohibition extends to unsolicited oral comments, distribution or sales of written materials, and/or sales of promotional videos or audio tapes. The contractor agrees to insert this clause in its subcontracts.

H.3 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.4 Disclosure of Information –Official Use Only

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

H.5 Organizational Conflicts of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

H.6 Prohibition Against the Use of Federal Employees

Contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

H.7 Post-Award Conference

The Contractor shall attend a post-award conference with the CO, COR and the TSA Program Office. The Post-Award Conference is to-be-determined, but not later than two (2) weeks after

date of contract award. The Contractor will be contacted by the Contracting Officer to coordinate the post-award conference.

H.8 Deliverables/Work Products

The Contractor shall coordinate all deliverables required in accordance with the Statement of Work with the Government COR. All Deliverables/Work Products submitted by the Contractor shall remain categorized as "Official Use Only". The release of any portion must be authorized in writing by the Government. The acceptable format for deliverables shall be electronic (MS Office 2000 Suite) or hardcopy. All deliverables 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, and (3) indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement. A copy of the document shall be simultaneously provided to the Contracting Officer.

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.

H.9 Type of Contract

This is a combination Firm Fixed-Price (FFP) and Fixed Unit Price (FUP) Task Order under the Contractor's GSA Federal Supply Schedule.

H.10 Clause 3.8.2.17 Key Personnel and Facilities (February 2003)

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

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

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

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

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[REDACTED]
(End of clause)

SECTION I – CONTRACT CLAUSES

I.1 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.

I.2. Clause 3.5-13 Rights in Data - General (February 2003)

(a) Definitions.

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

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

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

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

(5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent

that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

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

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

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

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

(b) Allocations of rights.

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

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

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

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or

deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

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

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

(d) Release, publication and use of data.

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

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

(e) Unauthorized marking of data.

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

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

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

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

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

(3) Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

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

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

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

condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved

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

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

I.3. Clause 3.7-1 Privacy Act Notification (February 2003)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations (49 CFR Part 10). Violation of the Act may involve the imposition of criminal penalties. (End of clause)

I.4. Clause 3.7-2 Privacy Act (February 2003)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations (49 CFR Part 10) issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) 'Operation of a system of records,' as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) 'Record,' as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's

name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) 'System of records on individuals,' as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

I.5. Clause 3.9.1-1 Contract Disputes (February 2003)

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

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

Office of Dispute Resolution, AGC-70

Federal Aviation Administration

800 Independence Avenue S.W. Room 323

Washington, DC 20591

Telephone: (202) 267-3290, Facsimile: (202) 267-3720

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable

adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

(i) The TSA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

1.6. Clause 3.10.3-2 Government Property - Basic Clause (February 2003)

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)

End of Task Order