

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER <b>21-06-206BGT001</b>		Page <b>1 of 29</b>	
2. CONTRACT NO. <b>GS-10F-0507P</b>		3. AWARD EFFECTIVE DATE <b>See Block 31c.</b>		4. ORDER NUMBER <b>HSTS01-06-F-BGT001</b>		3. SOLICITATION NUMBER <b>HSTS01-06-Q-BGT001_2</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME See Section L.3 <b>11/4/05</b>	
9. ISSUED BY <b>Transportation Security Administration Office Of Acquisition - TSA-25 601 South 12th Street Arlington, VA 22202 POC: Susan Minson Truslow TEL: 571.227.3202 FAX: 571-227-2911 Email: susan.minson@dbs.gov</b>				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 %FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> S(A) NAICS/SIC: 541611 SIZE STANDARD: 6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO <b>SAME AS BLOCK 9</b>				16. ADMINISTERED BY <b>SAME AS BLOCK 9</b>			
17a. CONTRACTOR/OFFEROR <b>MAIC, Incorporated 9135 Piscataway Road, Suite 440 Clinton, MD 20735 DUNS: 157-019-691 TIN: 52-206-0991 POC: Mozelle Awkward TEL: 301-877-2200 x.1 FAX: 301-877-1636 maw.kward@maicinc.com</b>				18a. PAYMENT WILL BE MADE BY <b>Mail invoices to: United States Coast Guard Finance Center (FINCEN) TSA Commercial Invoices P.O. Box 4111 Chesapeake, VA 23326-4111</b>			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE ATTACHED</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA <b>5TS067A000D2006HQA010GE000077003C00BGT000 / 3C1240000000000 / 2510</b>						26. TOTAL ESTIMATED VALUE (For Govt. Use Only) <b>\$129,420</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY FULL TEXT FAR 52.212-4 & FAR 52.212-5. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <b>Mozelle Awkward, Partner</b>		30c. DATED SIGNED <b>12/08/05</b>		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>Charles T. Eppright CONTRACTING OFFICER</b>		31c. DATE SIGNED <b>12/8/2005</b>	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YYMM/DD)		42d. TOTAL CONTAINERS	

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				12. DISCOUNT		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFQ			
				15. DELIVER TO SAME AS BLOCK 9		16. ADMINISTERED BY SAME AS BLOCK 9					
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATED SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Charles T. Eppright CONTRACTING OFFICER		31c. DATE SIGNED					
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				42b. RECEIVED AT (Location)							
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

**SECTION B – SUPPLIES OR SERVICES AND PRICING/COSTS**

**B. SUPPLIES/SERVICES AND PRICES/COSTS**

Base Period: Six months

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Consulting Support	6	Months	\$21,570	\$129,420.00

Option Period 1: Additional six months

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	Consulting Support	6	Months	\$21,742.56	\$130,455.36

**B.1 PRICING INFORMATION**

FTEs	Labor Category	Unit	GSA Fixed Rate	GSA Discounted Rate
1	Database Developer	Hour	\$70.16	\$64.71
1	Database Developer	Hour	\$70.16	\$64.71

## SECTION C – STATEMENT OF WORK/SPECIFICATIONS

### 1.0 BACKGROUND AND OBJECTIVES

The Cost Analysis and Research Branch within the Office of Budget is responsible for extracting, analyzing, and sorting cost and performance data to support TSA's decision making processes. The branch analyzes data from multiple sources, such as TSA's accounting and payroll systems. The branch uses widely available spreadsheet and database software applications (Excel, Access, Oracle) to manipulate the data and extract the most relevant information. In addition to performing data analysis for internal use, the branch is often called upon to develop responses to budgetary questions received from the U.S. Congress and other external oversight bodies.

Currently, this contract's emphasis is on capturing and reporting payroll data, and migrating TSA's Pay Databases and reports from Access to Oracle. This effort is complicated by the transition to a new payroll service provider, i.e. from FAA to NFC, with the resultant changes in data and formats. Additionally, TSA has new leadership and is undergoing a new reorganization, affecting the sorting and accumulation of payroll data. Finally, TSA is interested in establishing stronger controls over PC&B funds, and therefore needs to build systems of control and monitoring.

### 2.0 SCOPE OF WORK

The work is viewed as systems support and financial analysis, with overlapping functions.

The contract support personnel shall perform the following duties:

- a) Provide support to the Pay Database (PayDB) Database Administrator as follows:
  - Provide primary and/or backup support for routine data loads to the PayDB.
  - Provide primary and/or backup support for routine data backup processes.
  - Modify databases as required to meet new information/reporting requirements.
  - Run current standard Access reports, and resolve any problems with the Visual Basic programming in our current Access DB reports.
  - Translate current standard Access DB reports to run from the Oracle DB, using SQL, Discover, Access, or any other query tool prescribed by the DBA.
  - Develop new standard reports as required by the DBA or Branch Chief.
  - Respond to ad-hoc data requests from TSA program offices and assist those offices in understanding and analyzing the data.
  - Prepare different types of data analyses, charts, graphs, and presentations.
  
- b) Provide support to the Chief of Cost Analysis & Research Branch as follows:
  - Analyze PayDB data to identify data errors.
  - Reconcile data between the PayDB and USCG Core Accounting System (CAS).
  - Assist in developing techniques/processes/procedures to efficiently correct data errors that have been identified.

- Design reports that facilitate the identification/correction of data errors.
- Design, develop, and distribute reports that facilitate the control of PC&B funds, FTE, overtime, awards, positions, etc.
- Respond to ad-hoc data requests from TSA program offices and assist those offices in understanding and analyzing the data.
- Prepare different types of data analyses, charts, graphs, and presentations.

### **3.0 CONTRACTOR SUPPORT QUALIFICATIONS**

The proposed contractor support personnel for this effort shall have the qualifications listed below. TSA intends to review resumes of the proposed support personnel prior to award and reserves the right to interview after award.

TSA requires two (2) Systems Analyst/Systems Accountants with experience on database maintenance, report writing and data analysis. The Offeror shall provide contractors who can work with general supervision to complete assignments. Contractors must be able to properly handle/analyze large amounts of financial and personnel data, be able to design and develop reports, work on both development and operations concurrently, and be able to analyze the results of their actions to ensure that all data is accounted for.

### **4.0 DELIVERABLES AND SCHEDULE**

Bi-weekly payroll data and biweekly personnel data will be downloaded and databases updated every two weeks, within two workdays of availability of data, unless otherwise directed (i.e. more time is provided) by the Branch Chief. Routine reports will be prepared and issued in priority order, unless otherwise directed by the Branch Chief; and top priority routine payroll reports will be prepared for review within two workdays after databases are updated; second-level priority reports within four workdays after databases are updated; third level priority reports within five days after databases are updated. Personnel data reports are updated within two workdays after databases are updated.

Ad hoc reports, analyses, graphs, charts, and presentations will be prepared within the time allotted by the Branch Chief, dependent on complexity, importance, and other priority assignments.

High-level payroll reconciliations will be performed after each payroll run, when both CAS and PayDB data are available. Errors will be identified and corrective action initiated within a week after the basic reconciliation is made.

Development of standard reports against the Oracle DB will be completed according to a schedule to be determined by the Branch Chief with consideration of all other workloads.

## **5.0 GOVERNMENT FURNISHED RESOURCES**

TSA will provide the contract support personnel with a computer, necessary office supplies, and office space.

## **6.0 PLACE OF PERFORMANCE**

The contract support personnel will be located on-site at the Transportation Security Administration, 601 South 12<sup>th</sup> Street, Arlington, VA 22202.

## **7.0 HOURS OF WORK**

The contractor support personnel business hours are from 8 a.m. to 5 p.m. See section H.5 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE for more information.

## **8.0 USE AND SENSITIVITY OF RECORDS**

All records, reports, and databases to which contractor personnel shall have access are the property of the TSA and are to be used solely for performing work described in this SOW. Contractor personnel shall not use, disclose, or retain any materials except as described in this SOW or as directed by the TSA Technical POC.

## **9.0 GOVERNMENT-ISSUED IDENTIFICATION BADGES**

It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of TSA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

## SECTION D – PACKING AND MARKING

### D-1 PACKAGING AND MARKING REQUIREMENTS

All packing and marking of supplies and documents shall be packaged, packed and marked in accordance with commercial practices.

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1.0 INSPECTION

See Section I-1 3.2.2.5-4 Contract Terms and Conditions-Commercial Items (February 2003) paragraph (a) *Inspection/Acceptance*.

## SECTION F – DELIVERIES OR PERFORMANCE

### F-1 PERIOD OF PERFORMANCE

Upon successful completion of Pre-Employment Security Screening of Contractor Employees (SEE CLAUSE 3.14.6 PRE-EMPLOYMENT SECURITY SCREENING OF CONTRACTOR EMPLOYEES (JULY 2004)) through six months thereafter plus one six-month option period.

## SECTION G – CONTRACT ADMINISTRATION DATA

### G-1 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](http://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-2 BILLING INSTRUCTIONS**

a) All invoices shall contain the information as required by the Prompt Payment clause, included in Section I.

b) TSA vendors may submit invoices by any of the following options:

**1. Email:**

[TSAinvoices@fincen.uscg.mil](mailto:TSAinvoices@fincen.uscg.mil)

**2. Fax:**

757-413-7314

### 3. US Mail:

TSA Commercial Invoices  
USCG Finance Center  
PO Box 4111  
Chesapeake, VA 23327

c) **Please note**, the email addresses and fax numbers listed above are for original invoice submission only. If you utilize any of these electronic methods, please do not mail hard copies of your invoices for payment.

d) **Payment Status:** You may follow-up on the payment status of an invoice by any of the following means:

- via online [https://www.fincen.uscg.mil/secure/PH\\_menu.htm](https://www.fincen.uscg.mil/secure/PH_menu.htm)
- contacting our Customer Service Section via phone at (757) 523-6940 (Voice Option #1)
- via our online Web Payment Inquiry Form  
<https://www.fincen.uscg.mil/secure/payment.htm>

### G-3 CONTRACT MANAGEMENT

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

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

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

The CO for this contract is:

Charles T. Eppright  
Office of Acquisition, TSA – 25  
601 South 12<sup>th</sup> Street  
Arlington, VA 22202  
571-227-3065 TEL

2. Contracting Officer Technical Representative (COTR): The COTR has the authority to monitor the technical progress of the supplies, services, or construction that are required to be delivered under the contract. This includes visits to contractor's plant or the place of performance,

meetings and telephone conversations with contractor personnel, inspection, acceptance, or rejection of the contracted items and other duties that maybe authorized by the CO.

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

The COTR for this contract is:

Rose Kline  
[rose.kline@dhs.gov](mailto:rose.kline@dhs.gov)  
571-227-1089 TEL

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H-1 3.2.4-1 TYPE OF CONTRACT (FEBRUARY 2003)**

TSA contemplates award of a GSA Schedule fixed-price task order contract resulting from this Request for Quote.

### **H-2 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 10 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 20 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 12 months.

### **H-3 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.

#### **H-4 CONTRACTOR ACCESS TO SSI**

a) TSA anticipates that the contractor will have access to *Sensitive Security Information (SSI)* and/or to *Other Sensitive but Unclassified (SBU)* information. Therefore, all authorized personnel for whom access is requested are required to review the SSI training (Attachment 1) and sign and submit the attached Non-Disclosure Agreement (NDA) (Attachment 2). The access to the SSI information must be controlled.

Prior to access, the Government must verify that all proposed individuals can receive this information. In order to perform this review, the offeror shall provide (with the contractor's quote) the following information for each person requiring access:

- Full name including suffix
- Social security number
- Date of Birth
- Name of Company Representing
- Business address
- Home address
- Email address
- Work Phone Number
- Signed NDA Document for each individual

b) In the event that an individual is disapproved for access, the offeror will be allowed to substitute another name(s). All alternate names shall be submitted within 24 hours from the receipt of the disapproval notice.

#### **H-5 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE**

(a) The Government hereby provides notice and the contractor hereby acknowledges receipt that Government personnel observe the listed days as holidays:

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

(b) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute  
Any other day designated by Executive Order  
Any other day designated by the President's Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal, State, Local and other governmental entities grant an excused absence to employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative (COTR).

(e) If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

1. Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.
2. Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

## SECTION I – CONTRACT CLAUSES

### I-1 3.2.2.5-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEBRUARY 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) *Invoice.*

- (1) The Contractor shall submit an original invoice to the address designated in the contract to receive invoices. An invoice must include-
  - (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, AMS contract clause (e.g., 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) (February 2003), which appended hereto in full text, or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with prompt payment procedures. (See clause 3.3.1-17, Prompt Payment.)

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

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

(i) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The AMS clause, 3.2.2.5-4 Contract Terms and Conditions - Commercial Items (February 2003)
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

#### **I-2 3.3.1-17 PROMPT PAYMENT (FEBRUARY 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

##### **(a) Invoice Payments.**

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with

these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be as specified in the "Interest" clause. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the

constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (TSA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with TSA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

### I-3 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>.

#### **I-4 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:

Christopher T. Alexander  
Michael R. Lewis

**I-5 3.14.6 PRE-EMPLOYMENT SECURITY SCREENING OF CONTRACTOR EMPLOYEES (JULY 2004)**

A. All employees assigned to work in a Transportation Security Administration (TSA) facility, inclusive of TSA spaces and all airports nationwide, under this contract will be required to undergo a pre-employment security screening investigation in accordance with TSA Management Directive 2800.71 "Pre-Employment Security Screening of Contractor Employees" of December 20, 2004 prior to being permitted to report to work. The Contractor shall ensure that each employee meets the following criteria: 1) Contractor employees must be US Citizens or Legal Permanent Residents. Only US Citizens can access TSA's Information Technology (IT) Systems. 2) Contractor employees must undergo a favorable Background Investigation.

a) The following Background Investigation Security Paperwork must be completed by the contractor employee and given to the Contracting Officer's Technical Representative (COTR) at least thirty-five (35) days prior to the employment start date:

1) Standard Form (SF) 86, Questionnaire for National Security. (The SF 86 is available at [www.opm.gov](http://www.opm.gov) under standard forms.)

2) Form FD 258, Fingerprint Cards. (Two (2) original Fingerprint Cards are required to be completed and signed by the person taking the fingerprints.

Fingerprints can be taken by local law enforcement agencies.) 3) TSA Form 2201, Fair Credit Reporting Act Form.

b) The COTR will submit the Background Investigation Security Paperwork to the TSA Credentialing Program Office (CPO). This submission must take place at least thirty (30) days prior to the employment start date.

c) When a contractor employee voluntarily or involuntarily leaves his/her employment under a contract with TSA, the contractor must obtain and return the contractor employee's badge to the COTR on the contractor employee's last day of work at a TSA facility, inclusive of all airports nationwide. The COTR will return the contractor employee's badge to the Office of Security, Physical Security Division.

B. As stated above, contractor employees requiring staff-like access to TSA facilities on a recurring basis (more than 14 days per year) must have a favorably adjudicated fingerprint based criminal history record check, credit check and search of the Office of Personnel Management, Security/Suitability Investigations Index, prior to being issued a permanent TSA Headquarters photo access pass. COTRs should advise the Office of Security, Physical Security Division, if the contract on which the contractor is working will last 90 days or less. Record checks may be conducted prior to or concurrently with a National Agency Check and Inquiries and Credit (NACIC) investigation. The NACIC is the minimum investigative standard for TSA contractor employees.

C. Contractor employees requiring temporary facility access for one to fourteen days or facility maintenance, routine delivery, etc., require only a fingerprint check and/or National Crime Information Center (NCIC) records check.

D. A contractor that participates in the National Industrial Security Program (NISP) may, through their COTR certify, in writing, that their employees have met the standard defined in Paragraph B. above. (End of Clause)

## **I-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FEBRUARY 2003) 3.6.1-1**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the standard industrial classification size standards in this solicitation.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

## **I-7 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (FEBRUARY 2003)**

(a) By submitting an offer or proposal the offeror or 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), as defined in the TSA Acquisition Management System, "Organizational Conflicts of Interest", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. (c) The TSA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the judgment of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer 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 Contracting Officer, the Government may

terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

## **SECTION J – ATTACHMENTS**

Attachment 1 – SSI training

Attachment 2 – Non-Disclosure Agreement (NDA)

Potential Offeror List.

[REDACTED]

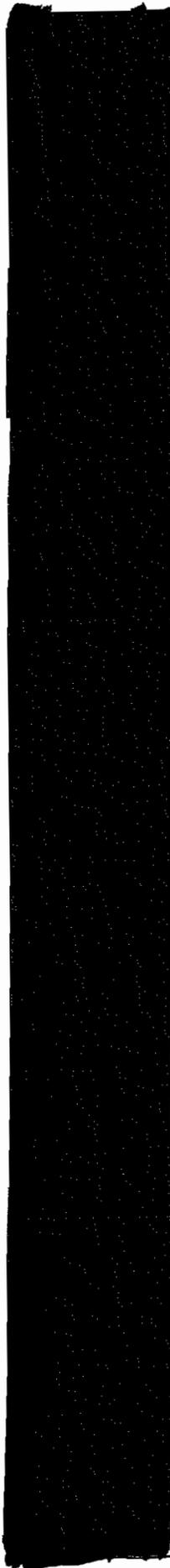
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6. MAIC  
Rita Henderson  
301-877-2200 x3  
rhenderson@maicinc.com



Offerors Price Comparison .xls

Offeror	Labor Category 1	Hr Rate 1	Labor Category 2	Hr Rate 2	Base	Option	Total	Evaluated Total
MAIC	DB Dev	\$64.71	DB Dev	\$64.71	\$129,420.00	\$130,455.36	\$259,875.36	\$248,486.40



b3

b3