

# **Transportation Security Administration**



## **Credential Authentication Technology (CAT)**

**HSTS04-14-D-CT2002**

April 11, 2014

Transportation Security Administration  
Office of Acquisition  
Passenger Screening Program

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
 2114204CT2002

PAGE 1 OF 92

2. CONTRACT NO.  
 HSTS04-14-D-CT2002

3. AWARD/EFFECTIVE DATE  
 04/11/2014

4. ORDER NUMBER

5. SOLICITATION NUMBER  
 HSTS04-14-R-ST4000

6. SOLICITATION ISSUE DATE  
 12/13/2013

7. FOR SOLICITATION INFORMATION CALL:

a. NAME  
 Jason Richards

b. TELEPHONE NUMBER (No collect calls)  
 571-227-(b)(6)

8. OFFER DUE DATE/ LOCAL TIME  
 01/21/2014

9. ISSUED BY  
 CODE 04  
 Transportation Security Administration  
 Security Technology  
 701 South 12th Street  
 Arlington, VA 20596

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A) SIZE STANDARD:

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

12. DISCOUNT TERMS  
 NA  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
 CODE

16. ADMINISTERED BY  
 CODE

17a. CONTRACTOR/ OFFEROR  
 CODE  
 FACILITY CODE  
 MorphoTrust USA, Inc.  
 296 Concord Road, Suite 300  
 Billerica, MA 01821  
 TELEPHONE NO. (978)215-2400

18a. PAYMENT WILL BE MADE BY  
 CODE  
 TSA Commercial Invoices  
 P.O. Box 4111  
 Chesapeake, VA 23327-4111

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Proposal!				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

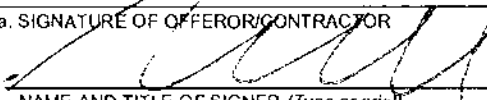
25. ACCOUNTING AND APPROPRIATION DATA

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


27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED 03/05/2014. 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  
  
 NAME AND TITLE OF SIGNER (Type or print)  
 Robert Eckel, President and CEO

30c. DATE SIGNED  
 1/7/2014

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
  
 31b. NAME OF CONTRACTING OFFICER (Type or print)  
 Steven O. Santos

31c. DATE SIGNED  
 4/11/2014

# PART A – SCHEDULE OF SUPPLIES/SERVICES

(CONTINUATION OF SF 1449, BLOCK 20)

## A.1 General Description

The Contractor shall provide the Credential Authentication Technology (referred to as “CAT” throughout) as described in Part C, Statement of Work, in accordance with the pricing set forth in Part A, Schedule of Supplies/Services.

## A.2 Type of Contract

This is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with an ordering period of seven (7) years. Delivery Orders (DOs) and Task Orders (TOs) awarded under this IDIQ will be firm fixed price (FFP), time and materials (T&M) or hybrid (i.e., FFP and T&M). The order type shall be determined at the time of order. The agency authorized to place orders against this contract is the TSA, but orders may be placed on behalf of other agencies.

## A.3 Indefinite Quantity Contract - Minimum and Maximum Amount

The minimum guaranteed quantity for this contract is one (1) CAT Prototype Unit (CLIN 0001). There is no separate minimum or maximum quantity requirement on all other supplies or services ordered hereunder for all other contract line items (CLIN). The maximum amount for all orders placed under this contract is \$85,000,000.

## A.4 Contract Pricing

The CLINs in accordance with the CLIN Numbering Structure in Paragraph A.4.1 of this Section shall be used for development of invoices in accordance with B.3.4.5, Submission of Invoices - Commercial, of Part B, Contract Clauses. Except where noted, all CLINS shall be based on fixed unit pricing. All other CLINS may be issued on a fixed price or time and materials basis, as appropriate.

### A.4.1 Pricing Schedule and CLINs

CLIN	Description	Type	Quantity	Unit of Issue	Unit Price	Extended Price
0001	CAT Prototype Unit	FFP	1	EA	(b)(4)	
0002	CAT Low Rate Initial Production-2 (LRIP-2)	FFP	11	EA	(b)(4)	
0002A	Non-STIP CAT LRIP-1	FFP	12	EA	(b)(4)	
0003	CAT Production Units	FFP	2400	EA	See A.4.2	See A.4.2
0003A	Non-STIP CAT Production Units	FFP	500	EA	See A.4.2	See A.4.2
0003B	STIP Connectivity Upgrade	FFP	500	EA	(b)(4)	
0004	Technical Documentation	FFP	1	LO	(b)(4)	

CLIN	Description	Type	Quantity	Unit of Issue	Unit Price	Extended Price
0005A	Development of CAT Operator Training Course	FFP	(b)(4)	EA	(b)(4)	
0005B	Conduct CAT Operator Training Course	FFP		EA	(b)(4)	
0005C	Development of Instructor Training Course	FFP		EA	(b)(4)	
0005D	Conduct Instructor Training Course	FFP		EA	(b)(4)	
0006	Engineering Support Services	FFP/ T&M	NTE \$10,000,000	LO	N/A	\$10,000,000
0007	Warranty (Per Year)	FFP	(b)(4)	EA	See A.4.4	See A.4.4
0008	Excepted Maintenance	FFP/ T&M	NTE \$1,500,000	LO	N/A	\$1,500,000
0009	Travel	T&M	NTE \$600,000	LO	N/A	\$600,000
0010	Batteries	FFP	(b)(4)	EA	(b)(4)	

**A.4.2 Fixed Unit Price CLINs (CLIN 0003, 0003A)**

Contractors shall provide fixed unit prices for CLINs 0003 (CAT Production Units) and 0003A (CAT Production Units without STIP Capabilities) to include equipment, shipping and installation. However, the pricing for CLINs 0003, and 0003A depend upon the number of systems ordered under a given Delivery Order. The Contractor shall complete the table below with pricing for each quantity identified. The same price applies to all systems and batteries under a given Delivery Order and all systems within the respective quantity tier. Stepladder pricing does not guarantee ordering quantities. These prices are as follows:

Step-Ladder Pricing Quantities					
CLIN	Title	Type	Unit of Issue	Delivery Order Qty	Unit Price
0003	CAT Production Units	FFP	EA	1-100	(b)(4)
				101-200	
				201-300	
				301-500	
				501-700	
				701-900	
				901-1200	
				1201-1500	
				1501-2000	
				2001+	

Step-Ladder Pricing Quantities					
CLIN	Title	Type	Unit of Issue	Delivery Order Qty	Unit Price
0003A	Non-STIP CAT Production Units	FFP	EA	1-20	(b)(4)
				21-50	
				51-100	
				101-150	
				151-200	
				201-300	
				301-500	

**A.4.3 Fixed Price CLINs (CLINs 0001, 0002, 0002A, 0003B, 0004, 0005A-0005D, 0006, 0008, 0010)**

The Government intends to establish Firm-Fixed Pricing (FFP) for CLINs 0001, 0002, 0002A, 0003B, 0004, 0005A-0005D, 0006, 0008, 0010. The Contractor shall provide the labor, shipping, materials, and equipment to provide these items in accordance with the requirements set forth in Part C, Statement of Work (SOW).

**A.4.4 Fixed Unit Price Warranty CLIN (CLIN 0007)**

Contractors shall provide fixed unit prices for the Warranty CLIN 0007. The quantity of the warranty CLIN ordered will be equal to the number of CAT units per Delivery Order, with optional CLINs for up to 7 years total of coverage per unit. The Contractor shall provide all preventive and corrective maintenance for the CAT units while under warranty in accordance with the requirements set forth in Part C, Statement of Work (SOW).

Step-Ladder Pricing Quantities					
CLIN	Title	Type	Unit of Issue	Warranty Year	Unit Price
0007	Warranty (Per Year)	FFP	EA	Year 1	(b)(4)
				Year 2	
				Year 3	
				Year 4	
				Year 5	
				Year 6	
				Year 7	

**A.4.5 RMA Disincentives (Applicable to CLINs 0003 and 0003A)**

The Reliability, Maintainability and Availability (RMA) performance of CAT systems is critical to TSA. Therefore, and in accordance with FAR 16.402-2, a negative performance incentive will be imposed to ensure that the Contractor meets the RMA requirements, TSA will adjust the final value of the CAT Unit CLINs (CLIN 0003 and 0003A) based on the information described in the table below. TSA will calculate the actual CAT average RMA data for systems in operation procured in a given Delivery Order, every month after the said Delivery Order is placed. The

final adjusted CLIN value shall be affected via a contract modification executed unilaterally at the end of an established withholding period. This withholding period will be determined by Delivery Order.

<b>Performance Requirement</b>	<b>Threshold Performance Standard</b>	<b>Disincentive for Failing to Meet Threshold</b>
Mean Down Time (MDT)	≤15 hours	The following information shows the amount (in percentage terms) of the adjustment to CLIN 0003 if the Contractor is not able to meet the required threshold.  > 15 hours, up to 18 hours = 5% reduction > 18 hours = 10% reduction
Mean Time Between Critical Failure (MTBCF)	≥360 hours	The following information shows the amount (in percentage terms) of the adjustment to CLIN 0003 if the Contractor is not able to meet the required threshold.  < 360 hours, down to 300 hours = 5% reduction < 300 hours = 10% reduction

See SOW Section 14.0 for additional information.

**A.4.6 Time-and-Materials Orders (Applicable to CLINs 0006, 0008, 0009)**

The Government intends to establish CLINs for engineering services and logistics related ancillary services that may be ordered on an as needed basis via separate order to this contract. The Contracting Officer may use FFP and T&M pricing as appropriate for each order.

For T&M orders, the Contractor will be reimbursed for all allowable, allocable and reasonable costs for Materials and Travel in accordance with Federal Acquisition Regulation (“FAR”) 31.2, Contracts with Commercial Organizations, and Section B.3.5.1, Travel and Per Diem, of Part B. No profit or fee will be paid on costs for Materials and Travel.

**A.4.7 Labor Categories for Services (CLINs 0006 and 0008)**

The following labor rates are fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate Escalation charges. These rates shall apply for the seven year ordering period commencing with the date the contract is awarded by the Government. Descriptions for labor categories can be found in Attachment 7 (*Labor Category Descriptions and Minimum Qualifications*).

<b>Labor Category</b>	<b>4/11/14 – 4/10/15</b>	<b>4/11/15 – 4/10/16</b>	<b>4/11/16 – 4/10/17</b>	<b>4/11/17 – 4/10/18</b>	<b>4/11/18 – 4/10/19</b>	<b>4/11/19 – 4/10/20</b>	<b>4/11/20 – 4/10/21</b>
Program Manager	(b)(4)						
Engineer (Senior)	(b)(4)						
Engineer (Junior)	(b)(4)						
Computer Programmer (Senior)	(b)(4)						
Computer Programmer (Junior)	(b)(4)						
Information Assurance Consultant	(b)(4)						



Trainer	(b)(4)
Maintenance/Computer Technician	
Quality Assurance Control Specialist	
Installation Support Specialist	

The Government reserves the right to add additional labor categories as necessary and to issue FFP and/or T&M priced orders.

**A.4.8 Travel (Applicable to CLIN 0009)**

Costs for transportation, lodging, meals, and incidental expenses incident to performance under this contract will be reimbursed in accordance with the version of the Federal Travel Regulations (FTR) current upon the date of order placement.

The FTR can be found online, including at the following address: <http://www.gsa.gov/portal/ext/public/site/FTR/file/FTRTOC.html/category/21865/hostUri/portal>

The not-to-exceed (NTE) value for travel has been established by the Government at a total cost of \$600,000.

**A.5 Period of Performance**

The total period of performance of the effort required by this contract shall be seven (7) years from date of award plus any applicable warranty period.

**A.6 Place of Performance**

The place of performance of the effort required by this contract shall include Contractor facilities, TSA facilities, and airports nationwide.

**(End of Part A)**

## **PART B – CONTRACT CLAUSES**

(CONTINUATION OF SF 1449, BLOCK 27)

### **SECTION I – FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

#### **FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

<https://www.acquisition.gov/far/>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.209-4	First Article Approval – Government Testing	Sep 1989
52.211-17	Delivery in Excess of Quantities	Sep 1989
52.212-4	Contract Terms and Conditions – Commercial Items (with Alternate I)	Sep 2013
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.	Oct 2010
52.227-3	Patent Indemnity	Apr 1984
52.227-11	Patent Rights—Ownership by the Contractor	Dec 2007
52.227-14	Rights in Data—General (with Alternates II, III, and V)	Dec 2007
52.227-16	Additional Data Requirements	Jun 1987
52.227-19	Commercial Computer Software License	Dec 2007
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	Jul 2013

52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay Of Work	Apr 1984
52.243-1	Changes – Fixed Price	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor-Hours	Sep 2000
52.246-1	Contractor Inspection Requirements	Apr 1984
52.246-2	Inspection of Supplies—Fixed Price	Aug 1996
52.246-4	Inspection of Services—Fixed-Price	Aug 1996
52.246-6	Inspection—Time-and-Material and Labor-Hour	May 2001
52.246-16	Responsibility for Supplies	Apr1984
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	May 2001
52.247-34	F.O.B. Destination	Nov 1991
52.251-1	Government Supply Sources	Apr 2012

(End of clause)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes for Executive Orders – Commercial Items (Sep 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

Alternate

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

X (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

X (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (23) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010) (38 U.S.C. 4212).

\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

- X (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (48) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (50) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) **Comptroller General Examination of Record.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.



(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **FAR 52.204-1 Approval of Contract (Dec 1989)**

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

#### **FAR 52.216-18 Ordering (Oct 1995)**

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

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

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

(End of clause)

**FAR 52.216-19 Order Limitations. (Oct 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) prototype unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. There are no separate minimum order requirements for the other CLINs.

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

- (1) Any order for a single item in excess of 2400 CAT Production Units for Item 0003;
- (2) Any order for a combination of items in excess of 2400 CAT Production Units;

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**FAR 52.216-22 Indefinite Quantity. (Oct 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in

the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after seven (7) years.

(End of Clause)

**(End of Part B, Section I)**

## **SECTION II – HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES**

### **HSAR 3052.212-70      Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following clauses are incorporated by reference:

<b>Clause</b>	<b>Title</b>	<b>Date</b>
3052.204-70	Security Requirements for Unclassified Information Technology Resources.	Jun 2006
3052.205-70	Advertisement, Publicizing Awards, and Releases.	Sep 2012
3052.215-70	Key Personnel or Facilities.	Dec 2003
3052.219-70	Small Business Subcontracting Plan Reporting.	Jun 2006
3052.219-71	DHS Mentor Protégé Program.	Jun 2006
3052.236-70	Special Provisions for Work at Operating Airports.	Dec 2003
3052.242-72	Contracting Officer's Technical Representative.	Dec 2003

(End of clause)

### **HSAR 3052.204-71      Contractor Employee Access (Sep 2012)**

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training

concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**HSAR 3052.209-70      Prohibition on Contracts with Corporate Expatriates  
(Jun 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.



(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The Offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

**(End of Part B, Section II)**

## **SECTION III – SPECIAL CONTRACT REQUIREMENTS**

### **B.3.1 Packaging and Marking**

#### **B.3.1.1 Packaging Requirements**

All equipment and components shipped to the sites shall be packaged and marked in accordance with ASTM-D-3951, Standard Practice for Commercial Packaging. Contractors using reusable type container shall reuse containers from previous deliveries; Contractor must coordinate the return of containers for next delivery. Exchange and Repair (E&R) items shall be packaged in reusable type containers to facilitate round trip shipments between facilities and the repair source.

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

#### **B.3.1.2 Storage Requirements**

The Contractor shall identify any unique storage requirements for the unit(s) and related equipment. All materials shall be packaged and marked in accordance with ASTM-D-3951. In addition, each unit, intermediate, and exterior container, shall be clearly marked to identify contents.

The preservation, packaging, packing and marking of all other units shall be in accordance with ASTM-D-3951.

All deliverables shall cite the Transportation Security Administration as the contracting agency, and shall be clearly marked with the contract number.

#### **B.3.1.3 Equipment and Parts Shipment**

The Contractor shall coordinate all inbound and outbound shipments and moves of Government property with the Government Property Administrator specified in section B.3.4.3-*Other TSA Points of Contact*.

The Contractor shall provide the Government Property Administrator a copy of the TSA Form 251 (Vendor Shipping and Receiving Report) when shipping new equipment and a copy of the DD1149 (Shipping Document) when shipping used equipment. The Contractor shall submit the required forms for each movement for approval before shipment. Once approved, a copy will be sent to the designated site location.

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

#### **B.3.1.4 Property Control**

When applicable, the Contractor shall meet the packaging requirements of Government property (GP) and Contractor acquired property (CAP) with the guidance provided in the Standard Practice for Commercial Packaging ASTM-D-3951 as well as with the use of best commercial practices.

The Contractor shall provide dunnage material for storage and shipping as defined by the Government or as recommended by the manufacturer to prevent damage during shipment.

The Contractor shall inspect all vehicles prior to loading and shipment of GP to ensure the carrier has provided vehicles that accommodate load requirements, safety tie-downs, packing blankets and other equipment as defined in PHS&T special handling clauses contained in the Property Requirements Document. The Government can provide this document to the Contractor upon request as necessary.

The Contractor shall ensure Product Quality Standards (per ASTM-D-3951) are implemented for all CAP or material in the performance of the contract. These standards will be based upon the Contractor's business practice and procedures.

The Contractor shall coordinate all inbound and outbound shipments and moves of Government property as instructed by the Government Property Administrator.

The Contractor shall provide the Government Property Administrator a copy of the TSA Form 251 (Vendor Shipping and Receiving Report) for each new equipment movement for approval before shipment. The Contractor shall provide the Government Property Administrator a copy of the DD-1149 (Shipping Document) for each used equipment movement for approval before shipment. Once approved by the Government's Property Administrator, a copy will be sent to the designated site location as necessary.

#### **B.3.1.5 Deliverables and Other Reports**

All reports the Contractor is required to submit to the Government shall be marked with the following information:

1. Contract Number
2. Report Title
3. Task Number (if applicable)
4. Date of submittal
5. Distribution
6. Document Control Number

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

### **B.3.1.6 Required Contractor Property Delivery Reporting**

When applicable, the Contractor shall coordinate all inbound and outbound shipments and moves of Government property with the Government Property Administrator specified in Section B.3.4.3, Other TSA Points of Contact, of this Part. The Contractor shall provide the Government Property Administrator a copy of the DD1149, Shipping Document, when shipping equipment. Upon request, the Government will provide the form template. The Contractor shall submit the required forms for each movement for approval before shipment. Expendable and/or consumable items delivered by the Contractor (items consumed in use or which are an integral part of another system, office supplies, paper, printer cartridges, etc..) should not be submitted via this form.

All equipment and parts delivered under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards. In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging as referenced in Paragraph B.3.1 of this Section.

## **B.3.2 Inspection and Acceptance**

### **B.3.2.1 Inspection and Acceptance of Deliverables**

All deliverables under the Contract are subject to review and approval by the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR). Unless otherwise specifically provided in this contract, the CO and/or COR is the person authorized to make final Government acceptance of all deliverables called for and all reviews specified in Part C, Statement of Work. Final acceptance of all deliverable items will be made, in writing, by the CO and/or COR.

### **B.3.2.2 Points of Inspection and Acceptance**

Supplies and/or services specified for delivery shall be inspected and accepted at the location(s) specified in the contract or salient Delivery Order. All deliverables shall be subject to review and inspection by the Contracting Officer's Representative (COR) or the COR's designee.

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

Unless otherwise specifically provided, the COR shall be the person authorized to approve deliverables and all reviews specified in the Statement of Work (SOW). Final acceptance of all deliverable items shall be made, in writing, by the COR or designee.

### **B.3.2.3 Inspection and Acceptance**

The Contractor shall provide Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) for each system delivered under CLIN 0002 and 0003. The standards for successful completion of FAT and SAT are provided below.

The Contractor shall satisfactorily complete or support all inspections and tests associated with the delivered items. Government inspection of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements consists of satisfactory completion of all required factory inspections and tests. Inspections and tests associated with Government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements shall be performed by the Contractor at the Contractor's facility or at the location specified and shall be witnessed by the TSA or a TSA designee. The Contractor shall follow the procedures created in the FAT plan.

The Government accepts systems upon delivery (F.O.B. Destination, see Part B, Section 1, FAR 52.247-34) to the location(s) specified in individual Delivery Orders following successful completion of Site Acceptance Test (SAT).

The Contractor shall maintain total responsibility for the systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements until the satisfactory completion of SAT. Refer to SOW Section 6.3.2 (c) for additional details on SAT procedures.

**B.3.2.3.1 Factory Acceptance Test (FAT) (Applicable to CLINs 0002 and 0003)**

The Contractor shall follow the approved FAT plan (Deliverable E008).

**B.3.2.3.2 Site Acceptance Test (SAT) (Applicable to CLINs 0002 and 0003)**

The Contractor shall follow the approved SAT plan (Deliverable E009).

**B.3.2.3.3 First Article Test and Evaluation (FAT&E) (Applicable to CLIN 0002)**

The Contractor shall follow the approved FAT&E plan (Deliverable E007).

**B.3.2.3.4 Deviations and Waivers**

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

The COR has the authority to approve minor deviations and waivers affecting a contract end item if so designated by the Contracting Officer. A minor deviation or waiver is one which does not adversely affect safety, durability, reliability, performance, interchangeability of parts or

assemblies, or any technical or other requirement of the contract and does not change price or quantity, or affect delivery under the contract.

#### **B.3.2.4 Permits and Responsibilities**

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor is also responsible for all damages to persons or properties that occur as a result of the Contractor's fault or negligence arising from these responsibilities. The Contractor is responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

### **B.3.3 Deliveries or Performance**

#### **B.3.3.1 Supplies and Equipment**

All supplies and equipment shall be shipped F.O.B. Destination under this Contract.

#### **B.3.3.2 Notice of Delay**

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Contractor shall give the Contracting officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting officer may extend the time specified in the Schedule for such period as deemed advisable.

#### **B.3.3.3 Original Equipment Manufacturer (OEM) Management Requirements**

The prime Contractors shall be responsible for the management of suppliers and subcontractors during the term of the contract. Attributes of such responsibility are expected to involve the assessment, coordination, and management of the suppliers, and subcontractors who provide the products and/or services.

#### **B.3.3.4 Deliveries or Performance**

Each CLIN is subject to award of a specific delivery or task order. Period of performance/delivery time will be defined in each order. Timeframes listed are estimates and are provided in calendar days unless otherwise specified.

#### **B.3.3.5 Delivery and Reporting Requirements**

Delivery Orders will stipulate shipping requirements as necessary. Units will be shipped F.O.B Destination for units within the United States. Upon award of the Delivery Order, the Contractor shall request TSA bar codes from the Government Property Administrator (see Section B.3.4.3 for contract information). The Contractor shall place the TSA barcodes on the units prior to packaging. The Contractor shall ensure that the serial number is clearly identified in bold stamp/writing on several sides of the crate/package.

The Contractor shall provide the TSA Form 251 (Vendor Shipping and Receiving Report) and TSA Form 251-1 (Vendor Shipping and Receiving Report Extension) for new equipment moves and a DD-1149 (Government Shipping Document) for used equipment moves. The Contractor shall ensure that all deliveries contain the following information: make, model, serial number and TSA barcode on the equipment. The Contractor shall deliver all Government paperwork to the specified Government Property Administrator for location identification. The Contractor shall keep track of equipment that has been leased or purchased by the Government by submitting to the Contracting Officer, COR and Government Property Administrator a Microsoft Excel Document that identifies the site location, make, model, serial number and TSA barcode every first day of the third month beginning on the date of contract award.

### **B.3.4 Contract Administrative Data**

#### **B.3.4.1 Contracting Officer (CO)**

The Contracting Officer is the only person authorized to make any changes, approve any changes in the requirements of this contract, issue orders, obligate funds and authorize the expenditure of funds, and notwithstanding any term contained elsewhere in this contract, such authority remains vested solely in the Contracting Officer. (For further information, the Contracting Officer is a federal Government employee who is specifically authorized and appointed in writing under specified agency procedures and granted the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.) In the event, the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

The following Primary Contracting Officer is assigned to this contract. Alternate Contracting Officers may be assigned:

#### TSA Contracting Officer

NAME: Mr. Steven Santos  
PHONE NUMBER: (571) 227-(b)(6)  
EMAIL: (b)(6)  
ADDRESS: Transportation Security Administration  
701 S. 12th Street  
Arlington, VA 20598

#### TSA Contracting Specialist

NAME: Mr. Jason Richards  
PHONE NUMBER: (571) 227-(b)(6)  
EMAIL: (b)(6)  
ADDRESS: Transportation Security Administration  
701 S. 12th Street  
Arlington, VA 20598

**B.3.4.2 Contracting Officer’s Representative (COR) and Technical Monitor (TM)**

1. The principle role of the COR is to support the Contracting Officer in managing the contract. This is done through furnishing technical direction within the confines of the contract, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the Contracting Officer. As a team the Contracting Officer and COR must ensure that program requirements are clearly communicated and that the agreement is performed to meet them. The principle role of the Technical Monitor (TM) is to support the COR on all work orders, tasks, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.

2. The Contracting Officer hereby designates the individual(s) named below as the Contracting Officer’s Representative(s) and Technical Monitor(s). Such designations(s) shall specify the scope and limitations of the authority so delegated.

**TSA COR**

NAME: Mr. Eric Bush  
PHONE NUMBER: (571) 227-(b)(6)  
EMAIL: (b)(6)  
ADDRESS: Transportation Security Administration  
701 S. 12th Street  
Arlington, VA 20598

3. The COR(s) and TM(s) may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and phone number of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

4. The responsibilities and limitations of the COR are as follows:

- The COR is responsible for the technical aspects of the project and technical liaison with the Contractor. 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 may designate assistant COR(s) to act for him/her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.
- The COR will maintain communications with the Contractor and the Contracting Officer. The COR must report any observed fraud, waste, or opportunities to improve performance of cost efficiency to the Contracting Officer.



- The COR will immediately alert the Contracting Officer to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.
- The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract's price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.
- The COR is not authorized to direct the Contractor on how to perform the work.
- The COR is not authorized to issue stop-work orders. The COR may recommend the authorization by the Contracting Officer to issue a stop work order, but the Contracting Officer is the only official authorized to issue such order.
- The COR is not authorized to discuss new proposed efforts or encourage the Contractor to perform additional efforts on an existing contract or order.

5. The responsibilities and limitations of the TM are as follows:

- Coordinating with the COR on all work orders, task, deliverables and actions that require immediate attention relating to the approved scope and obligated funding of the contract action.
- Monitoring the Contractor's performance in relation to the technical requirements of the assigned functional area of the contract to ensure that the Contractor's performance is strictly within the contract's scope and obligated funding.
- Ensuring that all recommended changes in any work under the contract are coordinated and submitted in writing to the COR for consideration.
- Informing the COR if the Contractor is not meeting performance, cost, schedule milestones.
- Performing technical reviews of the Contractor's proposals as directed by the COR.
- Performing acceptance of the Contractor's deliverables as directed by the COR.
- Reporting any threats to the health and safety of persons or potential for damage to Government property or critical national infrastructure which may result from the Contractor's performance or failure to perform the contract's requirements.

**B.3.4.3 Other TSA Points of Contact**

The Government Property Administrator's name and contact information is listed below:

TSA Government Property Administrator

NAME: Ms. Annette Cuyler  
PHONE NUMBER: (571) 227-(b)(6)  
EMAIL: (b)(6)  
ADDRESS: Transportation Security Administration  
701 S. 12th Street  
Arlington, VA 20598

**B.3.4.4 Contractor Representatives**

The Contractor shall identify below a Contract Administrator and Program Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. These individuals will act for the Contractor for the duration of this contract or until the Contracting Officer has been notified by the Contractor in writing of their replacement.

(a) **Contract Administrator** - (b)(6)

The Contract Administrator is to be contacted for all contract administration matters.

The Contract Administrator shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The Contract Administrator shall have full authority to act for the Contractor in all contractual matters, including negotiation.

(b) **Program Manager** - (b)(6)

The Program Manager is to be contacted for all service related issues.

The Contractor shall appoint a Program Manager who will be the Contractor's authorized representative for technical and administrative performance of all products and services required hereunder. The Program Manager shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the Contractor, such technical direction as the Contracting Officer and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the Contractor's technical personnel, and all interface and interaction with subcontractors and suppliers used by the Contractor in performance of this contract, shall be the responsibility of the Contractor.

(c) **Quality Manager** - (b)(6)

(d) **Maintenance Program Manager** - (b)(6)

**B.3.4.5 “SUBMISSION OF INVOICES - Commercial”**

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

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

- 1) Facsimile number is: 757-413-7314

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

- 2) U.S. Mail:  
United States Coast Guard Finance Center  
TSA Commercial Invoices  
P.O. Box 4111  
Chesapeake, VA 23327-4111
- 3) Email Invoices:  
FIN-SMB-TSAInvoices@uscg.mil or www.fincen.uscg.mil

(c) Invoice Process: Upon receipt of Contractor invoices, FinCen will electronically route invoices to the appropriate TSA Contracting Officer’s Technical Representative and/or Contracting Officer for review and approval. Upon approval, the TSA will electronically route the invoices back to FinCen. Upon receipt of certified invoices from an Authorized Certifying Official, FinCen will initiate payment of the invoices.

Note for discounts offered:

Discounts on invoices. If desired, the Contractor should offer discounts directly upon the invoice submitted, clearly specifying the terms of the discount. Contractors can structure discounted amounts for payment for any time period less than the usual thirty day payment period specified under Prompt Payment requirements; however the Contractor should not structure terms for payment of net amounts invoiced any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

Discounts offered after invoice submission. If the Contractor should wish to offer a discount on a specific invoice after its submission for payment, the Contractor should submit a letter to the Finance Center identifying the specific invoice for which a discount is offered and specify the exact terms of the discount offered and what time period the Government should make payment by in order to receive the discount. The Contractor should clearly indicate the contract number, invoice number and date, and the specific terms of the discount offered. Contractors should not structure terms for net amount payments any sooner than the standard period required under FAR Subpart 32.9 regarding prompt payments for the specified deliverables under contract.

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

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

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

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

(e) **Invoice Elements:** Invoices will automatically be rejected if the information required in subparagraph (a)(2) of the Prompt Payment Clause, contained in this Section of the Contract, including EFT banking information, Taxpayer Identification Number (TIN), and DUNS number are not included in the invoice. All invoices must clearly correlate invoiced amounts to the corresponding contract line item number and funding citation. The Contractor shall work with the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the Contract.

(f) **Supplemental Invoice Documentation:** Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc.) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's Technical Representative. Note for "time-and-material" type contracts: The Contractor must submit the following statement with each invoice for labor hours invoiced under a "time-and-materials" type contract, order, or contract line item: "The Contractor hereby certifies in accordance with paragraph (c) of FAR 52.232-7, that each labor hour has been performed by an employee (prime or subcontractor) who meets the contract's specified requirements for the labor category invoiced."

(g) Additional Invoice Preparation Instructions for Software Development and/or Hardware. The Contractor shall clearly include a separate breakdown (by CLIN) for any software development activities (labor costs, subcontractor costs, etc.) in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards Number 10 (Preliminary design costs, Development costs and post implementation costs) and cite payment terms. The Contractor shall provide make and model descriptions as well as serial numbers for purchases of hardware and software (where applicable.)

(h) Frequency of Invoice Submissions will be determined at time of delivery order award.

#### **B.3.4.6 Post Award Conference**

The Contracting Officer will establish the date of the Post Award Conference to be held within **30 calendar days** of contract award. The Contractor will prepare the agenda, invite stakeholders, and prepare and distribute the minutes of the conference. The conference will be co-chaired by the Contracting Officer and the Contractor's program manager. The location of the conference will be held at a place mutually agreeable to the Government and the Contractor. The minutes of the conference will document all discussions that took place, as well as all information and guidance provided to the Contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable provisions of the contract. It is anticipated that, at a minimum, the Contractor will brief its business/transition plan, program schedule, program management, and organization.

### **B.3.5 Other Contract Requirements**

#### **B.3.5.1 Travel and Per Diem (Applicable to Cost Reimbursement and T&M Type Contracts Only)**

The Contractor shall be reimbursed for travel costs associated with this contract. The reimbursement for those costs shall be as follows:

- Travel subsistence reimbursements will be authorized under the rates and conditions under the Federal Travel Regulations.
- Per diem will be reimbursed, at actual costs, not to exceed, the per diem rates set forth in the Federal Travel Regulations prescribed by General Services Administration and when applicable, Standardized Regulations Section 925 – Maximum Travel Per Diem Allowances for Foreign Areas – prescribed by the Department of State.
- Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the locations of temporary duty assignment. If more than one temporary duty point is involved, the allowance of one-half of the M&IE rate is prescribed for the location where the majority of the time is spent performing

official business. The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

- Airfare costs in excess of the lowest rate available, offered during normal business hours are not reimbursable.
- All reimbursable Contractor travel shall be authorized through the issuance of a task order executed by the Contracting Officer.

Local Travel Costs will not be reimbursed under the following circumstances:

- Travel at Government installations where Government transportation is available
- Travel performed for personal convenience/errands, including commuting to and from work; and
- Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

#### **B.3.5.2 Disclosure of Information**

Information furnished by the Contractor under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personally-identifiable information must be clearly marked.

Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the requirements of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and information and must ensure that all work performed by its Subcontractor(s) shall be under the supervision of the Contractor or the Contractor's employees.

#### **B.3.5.3 Contractor's Responsibility for Assigned Space, Equipment, and Supplies**

If, due to the fault or neglect of the Contractor, his agents, or employees, damages are caused to any Government property, equipment, stock or supplies, during the performance of this contract, the Contractor shall be responsible for such loss or damage and the Government, at its option, may either require the Contractor to replace all property or to reimburse the Government for the full value of the lost or damaged property. The Contractor is responsible for maintaining all assigned space(s) in a clean and orderly fashion during the course of this contract. All telephones are for conducting official Government business only.

#### **B.3.5.4 Interrelationship of Associate Contractors**

The TSA may enter into contractual agreements with other Contractors (i.e., "Associate Contractors") in order to fulfill requirements separate from the work to be performed

under this contract, yet having a relationship to performance under this contract. It is expected that Contractors working under TSA contracts will have to work together under certain conditions in order to achieve a common solution for TSA. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant Contracting Officer (CO) and/or designated representative in providing suitable, non-conflicting technical and/or management interface and in avoidance of duplication of effort. Information on deliverables provided under separate contracts may, at the discretion of the TSA and/or other Government agencies, be provided to such other Contractor(s) for the purpose of such work.

Where the Contractor and an associate Contractor fail to agree upon action to be taken in connection with their respective responsibilities, each Contractor shall promptly bring the matters to the attention of the cognizant CO and furnish the Contractor's recommendations for a solution. The Contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the Contractor and its associate to promptly refer matters to the CO or because of failure to implement CO directions.

Where the Contractor and Associate Contractors are required to collaborate to deliver a service; the Government will designate, in writing and prior to the definition of the task, to both Contractors, a "lead Contractor" for the project. In these cases the Associate Contractors shall also be contractually required to coordinate and collaborate with the Contractor. TSA will facilitate the mutual execution of Non-Disclosure Agreements.

Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.

#### **B.3.5.5 Non-Personal Services**

"Personal services" are those in which Contractor personnel would appear to be, in effect, Government employees via the direct supervision and oversight by Government employees. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by a Government employee. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable employee supervisor of the Contractor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental actions as defined by FAR 7.500. 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 the Government. In all communications 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 any contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this special contract requirement shall limit the Government's rights in any way under any other term of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this special contract requirement shall be included in all subcontracts at any tier.

#### **B.3.5.6 Contractor Responsibilities**

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- Discuss with unauthorized persons any information obtained in the performance of work under this contract.
- Conduct business not directly related to this contract on Government premises.
- Use computer systems and/or other Government facilities for company or personal business other than work related; or
- Recruit on Government premises or otherwise act to disrupt official Government business.



**B.3.5.7 Qualification of Employees**

The Contracting Officer may require dismissal from work under this contract and/or removal of access to Government facilities, property, information and/or information systems of those employees which the Contracting Officer deems contrary to the public interest or inconsistent with the best interest of national security.

**B.3.5.8 Non-Disclosure Agreements**

Non-Disclosure Agreements are required to be signed by all Contractor personnel when their role requires them to come into contact with Sensitive But Unclassified, Government procurement sensitive information, and/or other sensitive information, or proprietary business information from other Contractors (e.g., cost data, plans, and strategies). The recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information. The Contracting Officer will provide the prescribed non-disclosure forms as necessary to the Contractor when circumstances warrant.

**B.3.5.9 Observance of Legal Holidays, Other Absences, and Necessary Contract Performance Offsite**

The Government observes the following holidays:

New Year's Day  
Martin Luther King Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day (Washington, DC metropolitan area)

In addition to the days designated as holidays, the Government observes also the following days:

- Any other day designated by Federal Statute, and
- Any other day designated by Executive Order, and
- Any other day designated by President's Proclamation, such as extreme weather conditions.

When the Government grants excused absence to its employees in a specific location, assigned Contractor personnel at that same location 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. Observance

of such holidays by Government personnel shall not be a reason for the Contractor to request an extension of the 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 or other excused absences, they may be compensated by the Contractor, however, no form of holiday or other premium compensation will be considered either as a direct or indirect cost, other than their normal compensation for the time worked. For cost reimbursable and time and material (T&M) contracts, the Government will only consider as direct and/or indirect costs those efforts actually performed during the holiday or excused absences in the event Contractor personnel are not dismissed. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

Otherwise, the management responsibility for Contractor functions approved by the Contracting Officer for offsite work, in the event of inaccessibility of federal workplaces are the sole responsibility of the Contractor. The Contractor may propose telework or other solutions when critical work is required, however, the Contractor is solely responsible for any cost differential in performance, all liabilities that may be due to performance at an alternate location and all resources necessary to complete such performance.

In the event of an actual emergency, the Contracting Officer may direct the Contractor to change work hours or locations or institute telework, utilize personal protective equipment or other mandated items.

#### **B.3.5.10 Suitability Determination for Contract Employees**

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

A suitability determination involves the following three phases:

Phase 1: Enter On Duty Suitability Determination: a review of a Contractor employee's consumer credit report, criminal history records, and submitted security forms to determine, to the extent possible, if the Contractor employee has bad debt and/or criminal offenses and/or falsification issues that would prohibit employment as a TSA Contractor. This determination will include verification of citizenship for Contractor employees born outside of the United States. A favorable Enter on Duty Suitability Determination is not a final suitability determination; rather, it is a preliminary review of external data sources that allows the Contractor employee to commence work prior to the required background investigation being completed.

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

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

**Phase 3: Final Suitability Adjudication:** TSA PerSec will complete the final suitability determination after receipt, review, and adjudication of the completed OPM background investigation. The final suitability determination is an assessment made by TSA PerSec to determine whether there is reasonable expectation that the continued employment of the TSA Contractor will or will not protect or promote the efficiency of the agency. An unfavorable final suitability determination will result in a notification to the COR that the Contractor employee has been deemed unsuitable for continued contract employment and that he/she shall be removed from the TSA contract.

#### **B.3.5.11 Security Requirements for Contractor Employees Performing at Airport Locations**

Contractor employees are required to meet all airport security screening requirements which include criminal history, background and fingerprint check. Contractor employees working in this facility will be required to obtain, possess and display a Secure Identification Display Area (SIDA) badge in accordance with the airport's physical and personnel security requirements. The Contractor is responsible for any fees associated with lost badges.

#### **B.3.5.12 [Reserved]**

#### **B.3.5.13 Advertising of Award**

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

### **B.3.5.14 Major Breach of Safety or Security**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to TSA and compliance with safety standards and practices is a material part of this contract. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of safety must be related directly to the work on the agreement. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality, serious injury, or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the agreement. A major breach of security is an act or omission by the Contractor that results in compromise of classified information or sensitive security information or sensitive but unclassified information, including Contractor proprietary information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

NOTE: Breach of Security for the purposes of this definition should not be confused with breach of security in screening operations.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

### **B.3.5.15 Contractor Staff Training**

The Contractor shall provide fully trained and experienced personnel. Training of Contractor personnel shall be performed by the Contractor at its expense, except as directed by the Government through written authorization by the Contracting Officer to meet special requirements peculiar to the contract. Training includes attendance at seminars, symposia or user group conferences. Training will not be authorized for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art or for training Contractor employees on equipment, computer languages and computer operating systems that are available on the commercial market or required by a contract. This includes training to obtain or increase proficiency in word processing, spreadsheets, presentations, and electronic mail.

### **B.3.5.16 Employee Termination**

The Contractor shall notify the Contracting Officer and the Contracting Officer's Technical Representative within 48 hours when an employee performing work under this contract who has been granted access to Government information, information systems, property, or Government facilities access terminates employment, no longer is assigned to the contract, or no longer requires such access. The Contractor shall be responsible for returning, or ensuring that employees return, all DHS/TSA -issued Contractor/employee identification, all other TSA or DHS property, and any security access cards to Government offices issued by a landlord of commercial space.

### **B.3.5.17 Standards of Conduct and Restrictions**

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. Personnel performing work under this contract shall not:

- a) Solicit new business while performing work under the contract;
- b) Conduct business other than that which is covered by this contract during periods paid by the Government;
- c) Conduct business not directly related to this contract on Government premises;
- d) Use Government computer systems or networks, and/or other Government facilities for company or personal business;
- e) Recruit on Government premises or otherwise act to disrupt official Government business.

### **B.3.5.18 Substitution of Key Personnel**

The Contractor shall notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR) prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced or otherwise meet the standards applicable in the contract. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least fifteen (15) days, or forty-five (45) days if either a background investigation for building or information system access and/or a security clearance (due to classified contract requirements that relate specifically to personnel) must be obtained to meet the contract's requirements, in advance of the proposed substitution. Such notification from the Contractor shall include:

- a) an explanation of the circumstances necessitating the substitution;
- b) a complete resume of the proposed substitute; and
- c) any other information requested by the CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The CO and COR will evaluate substitution requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the Contractor.

#### **B.3.5.19 Controlled Unclassified Information Data Privacy and Protection**

The Contractor shall be responsible for the security of: i) all data that is generated by the Contractor on behalf of the Government ii) Government data transmitted by the Contractor, and iii) Government data otherwise stored or processed by the Contractor, regardless of who owns or controls the underlying systems while that data is under the Contractor's control. All Government data, including but not limited to Personal Identifiable Information (PII), Sensitive Security Information (SSI), and Sensitive But Unclassified (SBU), and/or Critical Infrastructure Information (CII), shall be protected according to Department of Homeland Security information security policies and mandates.

At the expiration of the contract, the Contractor shall return all Government information and IT resources provided to the Contractor during the contract.

The Contractor must satisfy requirements to work with and safeguard Sensitive Security Information (SSI), and Personally Identifiable Information (PII). All support personnel must understand and rigorously follow all applicable DHS Component Agency's requirements, policies, and procedures for safeguarding SSI and PII. Contractor personnel will be required to complete online training for SSI, Informational Security and Privacy training, if required by the DHS Component Agency

The Contractor, and those operating on its behalf, shall adhere to the requirements of the non-disclosure agreement unless authorized in writing by the Contracting Officer.

The Government will identify IT systems transmitting unclassified/SSI information that will require protection based on a risk assessment as applicable. If encryption is required, the following methods are acceptable for encrypting sensitive information:

- a) Products Advanced Encryption Standard (AES) algorithms that have been validated under FIPS140-2.
- b) National Security Agency (NSA) Type 2 or Type 1 encryption.
- c) Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A) for Sensitive Systems).

The Contractor shall maintain data control according to the applicable DHS Component Agency's security level of the data. Data separation will include the use of discretionary access control methods, VPN encryption methods, data aggregation controls, data tagging, media marking, backup actions, and data disaster planning and recovery. Contractors handling PII must comply with TSA MD 3700.4 if applicable.

Users of Government IT assets shall adhere to all system security requirements to ensure the confidentiality, integrity, availability, and non-repudiation of information under their control. All users accessing Government IT assets are expected to actively apply the practices specified in the TSA Information Technology Security Policy (ITSP) Handbook, Chapter 3, Section 6, Privacy and Acceptable Use, or similar DHS Component Agency's guidance or policy.

The Contractor shall comply with the all data disposition requirements stated in the applicable DHS Component Agency's Information Security Policy. For all TSA orders the Contractor shall comply with Information Security Policy Handbook Chapter 3, Section 17 Computer Data Storage Disposition, as well as TSA Management Directive 3700.4.

**B.3.5.20 [Reserved]**

**B.3.5.21 Permit Requirements For Contractor Work At Airports**

The Contractor shall obtain all necessary permits and approvals from regulatory authorities at the airport location(s) to allow for the timely completion of the work required under the contract. For further information regarding Permitting Requirements, please contact [Contracting Officer: Steven Santos. The name of the airport "permitting" office at the airport is TBD]

**B.3.5.22 Required Contractor Property Delivery Reporting**

When the Contractor purchases property ultimately intended for Government use and title of ownership, or otherwise delivers equipment to the Government as required under this contract, the Contractor shall provide the completed TSA Form 251 "Vendor Shipping and Receiving Report" and the TSA Form 251-1 "Vendor Shipping and Receiving Report Extension" for each delivery of equipment under discrete Contract Line Item Numbers when applicable, to the Product Contracting Officer's Representative and to the TSA Office of Property Management using this email address at [TSA-Property@dhs.gov](mailto:TSA-Property@dhs.gov). Expendable and/or consumable items delivered by the Contractor (items consumed in use or which are an integral part of another system, office supplies, paper, printer cartridges, etc.) should not be submitted via these forms. All items having an acquisition value of \$5,000 or more, all electronics or Information Technology equipment having a data storage capability ( i.e., computers, servers, routers, switches, BlackBerrys, Personal Digital Assistants), and all firearms must be submitted by the Contractor via these forms within 24 hours of the equipment being shipped to TSA or other designated site.

**B.3.5.23 Security Of Systems Handling Personally Identifiable Information And Privacy Incident Response**

(a) Definitions.

"Breach" (may be used interchangeably with "Privacy Incident") as used in this clause means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users,

and for other than authorized purpose, have access or potential access to Personally Identifiable Information, in usable form whether physical or electronic.

“Personally Identifiable Information (PII)” as used in this clause means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States.

Examples of PII include: name, date of birth, mailing address, telephone number, Social Security Number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), Internet protocol addresses, biometric identifiers (e.g., fingerprints), photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Personally Identifiable Information (Sensitive PII)” as used in this clause is a subset of Personally Identifiable Information, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. , Complete social security numbers (SSN), alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered Sensitive PII even if they are not coupled with additional PII. Additional examples include any groupings of information that contains an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Driver’s license number, passport number, or truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Financial information such as account numbers or Electronic Funds Transfer Information
- (5) Medical Information
- (6) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other Personally Identifiable information may be “sensitive” depending on its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains Personally Identifiable Information but it is not sensitive.

(b) Systems Access. Work to be performed under this contract requires the handling of Sensitive PII. The contractor shall provide the Government access to, and information regarding



systems the contractor operates on behalf of the Government under this contract, when requested by the Government, as part of its responsibility to ensure compliance with security requirements, and shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent validation testing of controls, system penetration testing by the Government, Federal Information Security Management Act (FISMA) data reviews, and access by agency Inspectors General for its reviews.

- (c) **Systems Security.** In performing its duties related to management, operation, and/or access of systems containing Sensitive PII under this contract, the contractor, its employees and subcontractors shall comply with applicable security requirements described in DHS Sensitive System Publication 4300A or any replacement publication and rules of conduct as described in TSA MD 3700.4-

In addition, use of contractor-owned laptops or other media storage devices to process or store PII is prohibited under this contract until the contractor provides, and the contracting officer in coordination with CISO approves, written certification by the contractor that the following requirements are met:

- (1) Laptops employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 or successor approved product;
- (2) The contractor has developed and implemented a process to ensure that security and other applications software are kept current;
- (3) Mobile computing devices utilize anti-viral software and a host-based firewall mechanism;
- (4) When no longer needed, all removable media and laptop hard drives shall be processed (i.e., sanitized, degaussed, or destroyed) in accordance with DHS security requirements.
- (5) The contractor shall maintain an accurate inventory of devices used in the performance of this contract;
- (6) Contractor employee annual training and rules of conduct/behavior shall be developed, conducted/issued, and acknowledged by employees in writing. Training and rules of conduct shall address at minimum:
  - (i) Authorized and official use;
  - (ii) Prohibition against use of personally-owned equipment to process, access, or store Sensitive PII;
  - (iii) Prohibition against access by unauthorized users and unauthorized use by authorized users; and
  - (iv) Protection of Sensitive PII;

(7) All Sensitive PII obtained under this contract shall be removed from contractor-owned information technology assets upon termination or expiration of contractor work. Removal must be accomplished in accordance with DHS Sensitive System Publication 4300A, which the contracting officer will provide upon request. Certification of data removal will be performed by the contractor's Project Manager and written notification confirming certification will be delivered to the contracting officer within 15 days of termination/expiration of contractor work.

(d) Data Security. Contractor shall limit access to the data covered by this clause to those employees and subcontractors who require the information in order to perform their official duties under this contract. The contractor, contractor employees, and subcontractors must physically secure Sensitive PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss. When Sensitive PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the Sensitive PII irretrievable.

The contractor shall only use Sensitive PII obtained under this contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the contracting officer. At expiration or termination of this contract, the contractor shall turn over all Sensitive PII obtained under the contract that is in its possession to the Government.

(e) Breach Response. The contractor agrees that in the event of any actual or suspected breach of Sensitive PII (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), it shall immediately, and in no event later than one hour of discovery, report the breach to the contracting officer, the Contracting Officer's Technical Representative (COTR), and the TSA Director of Privacy Policy & Compliance (TSAprivacy@dhs.gov). The contractor is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government parties.

(f) Personally Identifiable Information Notification Requirement. The contractor has in place procedures and the capability to promptly notify any individual whose Sensitive PII was, or is reasonably believed to have been, breached, as determined appropriate. The method and content of any notification by the contractor shall be coordinated with, and subject to the prior approval of the Government, based upon a risk-based analysis conducted by the Government in accordance with DHS Privacy incident Handling Guidance. Notification shall not proceed unless the Government has determined that: (1) notification is appropriate; and (2) would not impede a law enforcement investigation or jeopardize national security.

Subject to Government analysis of the breach and the terms of its instructions to the contractor regarding any resulting breach notification, a method of notification may include letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. At minimum, a notification should include: (1) a brief

description of how the breach occurred; (2) a description of the types of personal information involved in the breach; (3) a statement as to whether the information was encrypted or protected by other means; (4) steps an individual may take to protect themselves; (5) what the agency is doing, if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches; and (6) point of contact information identifying who affected individuals may contact for further information.

In the event that a Sensitive PII breach occurs as a result of the violation of a term of this contract by the contractor or its employees, the contractor shall, as directed by the contracting officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected individuals for a period not to exceed 12 months from discovery of the breach. Should the Government elect to provide and/or procure notification or identity protection services in response to a breach, the contractor will be responsible for reimbursing the Government for those expenses.

(g) **Pass-Through of Security Requirements to Subcontractors.** The contractor agrees to incorporate the substance of this clause, its terms and requirements, in all subcontracts under this contract, and to require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

#### **B.3.5.24 Special Information Technology Contract Security Requirements**

- a) **Identification Badges.** All Contractor employees shall be required to obtain and wear TSA identification badges when working in TSA facilities.
- b) **Computer Access Agreement.** All Contractor employees (users, managers, and operators of the TSA network) must sign TSA Form 1403, Computer Access Agreement. A copy of which shall be provided to the TSA contracting officer's technical representative for retention for the duration of the contract.
- c) **Personnel Security** (1) Privileged access users are individuals who have access to an information technology (IT) system with privileges of Administrator or above and have access to sensitive network infrastructure data. Privileged access users will be appropriately screened on entry into the privileged access position and the initial screening shall be refreshed every two years,
- d) Individuals terminating voluntarily or involuntarily from a Contractor performing under contract at TSA must have an exit briefing, conducted by a supervisory or management-level employee of the Contractor in order to identify and explain their post-employment responsibilities to the TSA.
- e) Records of exit interviews will be signed and maintained by the Contractor as part of the individual employment record for a period of not less than two years following the termination of the individual's employment.
- f) The Contractor shall notify the Contracting Officer's Representative and the Contracting Officer with proposed personnel changes. Written confirmation is required. This includes, but is not limited to, name changes, resignations, terminations, and reassignments to another contract.
- g) The Contractor shall notify the TSA, in writing of any requested change in access requirements for its employees no later than one day after any personnel changes

- occur. This includes name changes, resignations, terminations, and transfers to other company engagements. The Contractor shall provide the following information to TSA: full name, social security number, effective date, and reason for change.
- h) The Contracting Officer must approve all personnel replacements. Estimated completion of the necessary background investigation for employee access to Government facilities and information systems is approximately 30 days from the date the completed forms are received (and acknowledged as complete) in the Security Programs Division.
  - i) Failure of any Contractor personnel to pass a background investigation, without timely substitution that meets the contracts requirements, may be grounds for termination of the contract.
  - j) Non-Disclosure Agreement All TSA Contractor employees and consultants must execute a DHS Form 11000-6, Sensitive But Unclassified Information Non-Disclosure Agreement (NDA) upon initial assignment to TSA and before being provided access to TSA “sensitive and/or mission critical information.” The original NDA will be provided to the TSA contracting officer’s technical representative for retention for the duration of the contract.
  - k) The Contractor, and those operating on its behalf, shall adhere to the requirements of the non-disclosure agreement unless otherwise authorized in writing by the Contracting Officer.
  - l) Performance Requirement - The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.
  - m) Contracting Officer’s Representative and IT Security Division shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

#### **B.3.5.25 DHS HLS Enterprise Architecture Compliance**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the Contractor shall comply with the following Homeland Security Enterprise Architecture (HLS EA) requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of IPv6 to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005)

regardless of whether the acquisition is for modification, upgrade, or replacement. All EA related component acquisitions shall be IPv6 compliant as defined in the USGv6 Profile (NIST Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

#### **B.3.5.26 Data, Data Management and Data-Pertinent Information**

In addition to the Federal Acquisitions Regulations (FAR) Subpart 27.4 – ‘Rights in Data and Copyrights,’ the Contractor shall provide all TSA-specific data in a format maintaining pre-existing referential integrity and data constraints, as well as data structures in an understandable format to TSA. Examples of data structures can be defined as, but not limited to:

- Data models depicting entity relationships
- Metadata information to define data definitions
- Detailed data formats, type, and size
- Delineations of the referential integrity (primary key/foreign key) of data schemas

All TSA-specific data shall be delivered in a secure and timely manner to TSA. Data security is defined within the ‘Requirements for Handling Sensitive, Classified, and/or Proprietary Information’, section of this SOW. This definition complies with not only the delivery of data, but also maintaining TSA-specific data within a non-TSA or DHS proprietary system. Alternative data delivery techniques may also be defined by TSA EDM project team.

As part of the necessary data structure, the Contractor shall provide an Entity Relationship Diagram (ERD) to explain the business relationships to TSA through graphically and textually detailing the data that is stored per each database and system/application. The preferred format for the ERD is CA Erwin; however other formats, such as Visio, DLL, database scripts or format specified by TSA EDM project team shall be accepted. All additional known data models (e.g., Logical Data Model (LDM) Conceptual Data Model (CDM), Physical Data Model (PDM), Data Flow Diagrams (DFD)) depicting TSA-specific data are required. Referential integrity also needs to be addressed for all parent/child or primary key/foreign key relationships within these models.

All metadata shall be pre-defined upon delivery to TSA. Metadata shall be delivered in a format that is readily interpretable by TSA (e.g. metadata shall be extracted from any metadata repository that is not utilized by TSA and delivered in a TSA approved manner). Metadata shall also provide an indication of historical verses the most current data to be used, as well as frequency of data refreshes.

The Contractor shall adhere to providing a Data Management Plan (DMP), as defined by the TSA Enterprise Data Management (EDM) project team, which includes conceptual and logical data models, along with a data asset profile. Any data exchanges with other DHS Components shall adhere to DHS data exchange standards using the National Information Exchange Model (NIEM). All required artifacts will be provided to the TSA EDM project team.

### **Definitions:**

Note: The following definitions pertain to the previous paragraphs:

- An ERD is a diagram used to identify the topics of interest (entities) and their connections to each other (relationships).
- An LDM in systems engineering is a representation of an organization's data, organized in terms of entities and relationships and is independent of any particular data management technology.
- 'A CDM is a high-level model that is considered a useful first step in documenting and describing the fundamental nature of the organization's data. It serves as the foundation for providing a common vocabulary and for understanding the overall structure of data, and for normalizing data access to support improved information sharing. In a CDM, fundamental things of significance to the business organization are represented. A CDM usually includes data objects and the corresponding core relationships in terms of the business user.
- A PDM is a representation of a data asset design which takes into account the facilities and constraints of a given database management system (DBMS). It is typically derived from a logical data model, though it may be reverse-engineered from a given database implementation.
- The PDM can usually be used to calculate storage estimates and may include specific storage allocation details for a given database system. There is no sharp dividing line between a CDM and an LDM. Similarly, there is no sharp dividing line between an LDM and a PDM. Depending on the developers and their requirements, details may appear in one model or the other. Each model should be constructed down to the level of detail that makes the model useful to the intended audience.
- A DFD is a diagram depicting the flow of data from the source to the target systems, showing all interactions made in between.
- Referential integrity is a database concept that ensures that relationships between tables remain consistent. When one table has a foreign key to another table, the concept of referential integrity states that you may not add a record to the table that contains the foreign key unless there is a corresponding record in the linked table

### **B.3.5.27 Personnel Requirements**

#### **Clearances**

Prior to the commencement of any work, all Contractor personnel shall have appropriate clearances for work performed at the Contractor's facility. The Contractor will adhere to TSA MD 2800.71 for submission of appropriate information. The Government will vet the Contractor's personnel if a current clearance is not active. Some Contractor personnel may access classified materials; in this case, the Contractor will require a current SECRET clearance. TSA Personnel Security will review and process all proposed Contractor employee clearance information to ensure identification and compliance with security requirements and practices.

### **Training**

This effort requires that all Contractor personnel have appropriate DHS and TSA training. Recurring training is also required, usually on an annual schedule. Training includes, but is not limited to Information Security, Privacy/SSI Policy and Procedures, TSA Privacy, and Physical Security. The COR and Program Security Officer will identify specific training requirements.

### **Privacy Training**

All Contractor personnel shall receive program privacy training and Department of Homeland Security privacy training as part of the on-boarding process and thereafter must complete annual refresher privacy training. In addition, Contractor personnel may be required to receive program-specific role-based privacy training.

### **SSI Handling**

In accordance with 49 U.S.C. 114(s), SSI is information obtained or developed in the conduct of security activities, including research and development, the disclosure of which TSA has determined would:

- Constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file),
- Reveal trade secrets or privileged or confidential information obtained from any person,
- Be detrimental to the security of transportation.

SSI is a specific category of information that requires protection against disclosure. The governing document that defines the scope, categorization, handling and disposition of information deemed SSI is the 49 Code of Federal Regulations 1520 (<http://ecfr.gpoaccess.gov>). Although it is subject to certain legal disclosure limitations, SSI is not classified national security information subject to the handling requirements governing classified information.

All Federal employees and Contractor employees possessing SSI are responsible for ensuring that the information and records containing SSI are safeguarded at all times from disclosure to unauthorized personnel. When the SSI for which an individual is responsible is not under the individual's direct physical control, the individual is responsible for ensuring that it is safeguarded and protected in such a way that it is not physically or visually accessible to persons who do not have a need to know, for example: when unattended, SSI must be secured in a locked container or office, or other restricted access area. Prior to a Contractor gaining access to SSI, the Contractor must meet the processing requirements established by TSA Management Directive (MD) 2800.71.

#### **B.3.5.28 Contractor Non-Compliance with Contract**

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

- (1) Terminating this contract, in whole or part, for convenience or default;

- (2) Withholding payments;
- (3) Initiating suspension or debarment action against the Contractor; and
- (4) Initiating other action, as appropriate.

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

#### **B.3.5.29 Testing Procedures Developed**

The Government has unlimited rights to the Factory Acceptance Test and Site Acceptance Test Procedures developed under this contract in accordance with FAR clause 52.227-14 Rights in Data—General.

#### **B.3.5.30 Government Property Reports**

The Contractor shall prepare a report of Government property in its possession and the possession of its subcontractors, when and in a format prescribed by the Contracting Officer.

#### **B.3.5.31 Publicity And Dissemination of Contract Information**

Publicity releases or commercial advertising in connection with or referring to this contract or effort shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

A minimum of five (5) full business days' notice is required for requests made in accordance with this provision.

### **B.3.6 Government Furnished Information (GFI)**

The Government will provide only that information set forth below, notwithstanding any term or condition of this contract to the contrary.

After contract award and prior to development, the following will be provide to the Offeror.

- STIP IRD (CAT-specific)
- STIP Client Development & Installation Package
  - a) DLLs and supporting Firebird database software
  - b) STIP Client developer's guide
  - c) STIP Agent
  - d) STIP Agent configuration files
  - e) Supporting COTS documentation
- STIP Remote Monitoring and Maintenance (RMM) Package



- Axeda Remote Desktop Server/Viewer software STIP Client Test Support Package
- STIP IRD Studio
- Axeda Remote Desktop Server/Viewer software
- Symantec AV client software and license key
- Network Tunnel Agent/VPN software (when wireless connectivity is required)
- Software Distribution Agent (currently Altiris)

**(End of Part B, Section III)**

## **PART C –STATEMENT OF WORK (SOW)**

### **1.0 Background**

The Transportation Security Administration (TSA) is charged with the mission of protecting the nation's transportation systems to ensure freedom of movement for people and commerce. The mission of TSA's Office of Security Capabilities (OSC) is to develop and implement the best procedures and technologies that deter, prevent, and/or render ineffective any attempt to sabotage commerce and transportation.

OSC's Checkpoint Technology Division (CTD) is seeking technologies and techniques to ensure that only legitimate passengers, airport personnel, affiliated airline crews, and non-traveling passengers using a gate pass (i.e. Law Enforcement Officers (LEOs) and Federal Air Marshals (FAMs)) gain access to sterile airport areas. To address this need, TSA requires a Credential Authentication Technology (herein "CAT") system which must have the capability to assess a wide variety of credentials and display the authentication results to the Transportation Security Officer (TSO), or other qualified user. TSA envisions the CAT system as a flexible system that can be deployed in different configurations depending on the needs and constraints of each checkpoint environment.

### **2.0 Scope**

This SOW defines the requirements for the design, manufacture, test, test support and delivery of the CAT system. The Contractor is required to integrate multiple interfaces and capabilities into a total CAT system solution that meets TSA requirements as described in this SOW. The CAT system includes integrated hardware and software which will provide the capability of validating passenger credentials while allowing for network connectivity to Security Technology Integrated Program (STIP).

The Contractor shall provide CAT systems in accordance with this SOW and the requirements specified in the CAT Functional Requirements Document (FRD) – Attachment 2 and STIP CAT Interface Requirements Document (IRD) – Attachment 1. The CAT systems shall include a Design Review (DR) phase, a Low Rate Initial Production (LRIP) phase and Full Rate Production (FRP).

Services performed by the Contractor shall include design, manufacture, test, test support, software development, program management, training, engineering support, delivery, and other various logistics support tasks necessary for development and continued operational readiness of the CAT system, such as installation and maintenance.

### **3.0 Applicable Documents and Standards**

The following specifications, handbooks, orders, and standards identified in Table 1 form a part of this SOW and are applicable to the extent specified herein. The latest version of these documents as of the contract date shall apply, unless a specific date for the document is specified below. The Government will provide documentation as necessary upon request.

**Table 1: Applicable Documents and Standards**

No.	Reference	Title	Location
1	CAT FRD, Version 4.0, November 25, 2013	<i>CAT Functional Requirements Document</i>	Attachment 2
2	CAT ORD, Version 2.2, May 2, 2013	<i>CAT Operational Requirements Document</i>	Attachment 3
3	STIP CAT IRD, Version 1.0, August 19, 2013	<i>STIP CAT Interface Requirements Document</i>	Attachment 1
4	49 CFR Parts 15 and 1520	<i>Protection of Sensitive Security Information</i>	<a href="http://ecfr.gpoaccess.gov">http://ecfr.gpoaccess.gov</a>
5	Department of Homeland Security (DHS) Management Directive (MD) 11042.1	<i>Safeguarding Sensitive But Unclassified (For Official Use Only) Information</i>	<a href="http://www.dhs.gov/x/foia/gc_1254501589035.shtm">http://www.dhs.gov/x/foia/gc_1254501589035.shtm</a>
6	TSE IT Security Requirements, Version 2.0, September 23, 2013	<i>TSE IT Security Requirements</i>	Attachment 8
7	ANSI/ISO/ASQ Q9001-2009	<i>Quality management Systems Requirements Standard</i>	<a href="http://www.qcss.com/ANSI_ISO_ASQ_Q_9001_2009_Standard_p/-ansi-iso-asq-q-9001-2009-stan.htm">http://www.qcss.com/ANSI_ISO_ASQ_Q_9001_2009_Standard_p/-ansi-iso-asq-q-9001-2009-stan.htm</a>
8	29 Code of Federal Regulations (CFR) 1910.7	<i>Definition and Requirements for a Nationally Recognized Testing Laboratory</i>	<a href="http://ccfr.gpoaccess.gov">http://ccfr.gpoaccess.gov</a>
10	29 CFR, Part 1910.1096, January 1, 2007	<i>Occupational Safety and Health Standards: Ionizing Radiation,</i>	<a href="http://ecfr.gpoaccess.gov">http://ecfr.gpoaccess.gov</a>
12	Title 21 CFR 1003.10	<i>Discovery of defect or failure of compliance by manufacturer; notice requirements.</i>	<a href="http://ccfr.gpoaccess.gov">http://ccfr.gpoaccess.gov</a>
13	OST Configuration Management Plan (Rev D), July 23, 2013	<i>Transportation Security Administration Office of Security Technology Configuration Management Plan</i>	Attachment 9
14	DD-1149	<i>Requisition And Invoice/Shipping Document, for DD 1149</i>	<a href="http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1149.pdf">http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1149.pdf</a>

No.	Reference	Title	Location
15	TSA RMA Metrics Terms and Definitions	<i>TSA RMA Metrics Terms and Definitions</i>	Attachment 6
16	OTT Training Standards	<i>Operational and Technical Training OTT Training Standards, Version 1, 28 Sept 2006</i>	Available upon request
17	MIL-STD-973, Military Standard: Configuration Management	<i>Configuration Management</i>	<a href="https://acc.dau.mil/CommunityBrowser.aspx?id=54663">https://acc.dau.mil/CommunityBrowser.aspx?id=54663</a>
18	MIL-STD-31000C Department Of Defense Standard Practice: Technical Data Packages (TDP) (05 Nov 2009)	<i>Technical Data Packages Detail Specification</i>	<a href="https://acc.dau.mil/CommunityBrowser.aspx?id=54663">https://acc.dau.mil/CommunityBrowser.aspx?id=54663</a>
19	29 CFR 1910.1200	<i>Hazard Communication Standard</i>	<a href="http://ecfr.gpoaccess.gov">http://ecfr.gpoaccess.gov</a>
20	Federal Aviation Administration (FAA)-D-2494/B 14 March 1984	<i>Commercial Instruction Books</i>	<a href="https://faaco.faa.gov/attachments/FAA-D-2494.pdf">https://faaco.faa.gov/attachments/FAA-D-2494.pdf</a>
21	ASTM-D-3951	<i>Standard Practice for Commercial Packaging</i>	<a href="http://www.astm.org/Standards/D3951.htm">http://www.astm.org/Standards/D3951.htm</a>
22	Federal Standard No. 313	<i>Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities</i>	General Services Administration Specifications Unit (3FBP-W) 7th & D Sts. SW Washington, DC 20407
23	TSA Form 251	<i>Vendor Shipping and Receiving Report</i>	Attachment 10
24	TSA Form 251-1	<i>Vendor Shipping and Receiving Report Extension</i>	Attachment 11

### 3.1 Order of Precedence

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

## **4.0 Technical Requirements**

### **4.1 Elements of the CAT solution**

#### **4.1.1 Credential Authentication Capability**

In compliance with the CAT FRD, CAT ORD, and CAT IRD, the CAT system will:

- a) Be used by a TSO, or other qualified user, to verify the identity of individual passengers and ensure that passengers are authorized to enter the sterile area of the passenger checkpoint;
- b) Authenticate passenger ID documents and display authentication results to the operator, as well as obtain and display the passenger ticketing and vetting status assigned by TSA's Secure Flight Program;
- c) In cases where passengers are not immediately cleared for access by the CAT system, the system will provide users with sufficient credential authentication details (alert descriptions, etc.) to enable effective resolution; and
- d) Include hardware that will integrate the credentials scanner, the Contractor developed IT solution to authenticate credentials, the graphical user interface (GUI), and the Security Technology Integrated Program (STIP) application programming interface (API).

#### **4.1.2 Graphical User Interface (GUI)**

The Contractor shall develop a GUI to display CAT screening results. The GUI shall be made of a primary screen showing high level results information including the passenger's ID authentication results, Secure Flight Vetting Status, flight information, and other system status information listed in the CAT FRD. The GUI will also display any name mismatches with the most likely match at the top of the list so that the TSO can make the most informed decision. The secondary screen is intended to provide details of any alerts that are encountered during the primary screening process, for resolution purposes.

#### **4.1.3 Fixed Location**

The CAT system shall not be a handheld solution. It must be a standalone system (such as a kiosk) that resides in a fixed location. When referring to the CAT Functional Requirement Documents, only adhere to requirements that apply to the "Fixed Location" configuration, not the "Handheld" configuration. "Fixed Location" does not mean that the system is immobile. For instance, the system can be mounted on wheels but the general usage of the system should be that of a fixed location (i.e., at the end of the passenger queue operated by a TSO). Refer to the CAT FRD (Attachment 2) for additional details regarding fixed location.

#### **4.1.4 STIP Interface**

TSA has developed an Application Programming Interface (API) that enables TSA to provide an interface with TSA's STIP system. The API manages the data transfer of passenger information. STIP is an existing enterprise-wide system

connecting Transportation Security Equipment (TSE) across the nation's airports to improve and enable information sharing. STIP allows the CAT system to receive ticketing and vetting status information in near real-time from the Secure Flight system. This information is compared against the passenger's credential to determine the vetting status. The output of this vetting is displayed to the operator via the GUI. Refer to Attachment 1 (STIP CAT IRD) for further information regarding interface requirements.

#### **4.1.5 Shipping & Installation**

The Contractor shall coordinate shipping and installation activities with an authorized Government representative. Specific airport requirements must be followed.

The Government may designate a site manager for each equipment installation. The site manager, as the primary point of contact for each installation, will assist in the facilitation of installation. The site manager will be included in all communication and resolution of site installation issues. The site manager will mitigate site installation matters.

The Contractor shall coordinate with Government Site Manager or Representative, other Government Contractors, airport and air carrier representatives, and stakeholders for specific CAT installation sites as specified in individual task orders.

## **5.0 CAT System Development & Production**

### **5.1 Prototype Unit (Applicable to CLIN 0001)**

The Contractor shall conduct a preliminary design review, critical design review, and deliver a prototype unit within 83 days or less. All design reviews will be conducted at the Contractor's facility; TSA Headquarters, Arlington, Virginia; or an alternative site specified by the Government. The TSA will designate Government conference attendees and will identify any unique conference support requirements. The Contractor shall provide the minutes for the conference. The Government will participate in the PDR and CDR as advisors. The Contractor shall prepare the PDR Report in accordance with Deliverable L012. The Contractor shall prepare and deliver the Requirements Traceability Report (RTR) in accordance with Deliverable E005. The RTR should provide a list of all requirements and how they are being fulfilled by the system. The Contractor shall prepare the CDR Report in accordance with Deliverable L012.

The Contractor shall deliver one (1) Prototype CAT system to TSA to support Government informal integration testing with TSA's API and related interface design activities at Government facilities. The Government will assess and validate the functionality and effectiveness of the prototype against requirements in the STIP IRD. Any necessary system modifications will be applied to the initial production systems prior to Low Rate Initial Production-2 (LRIP-2) testing and comply with all configuration management requirements and procedures stated in the *MIL STD 973* so that a new

developmental product baseline is established and controlled by TSA prior to formal testing in IT&E, QT&E and OT&E. Prototype approval will be provided via transmittal letter from the contracting officer/ program manager/ COR.

## **5.2 Low Rate Initial Production (LRIP) (Applicable to CLINs 0002 and 0002A)**

### **5.2.1 LRIP-1 for Non-STIP CAT Systems for QT&E and OT&E**

The Contractor shall provide delivery and support of up to twelve (12) LRIP CAT systems for an abbreviated QT&E and OT&E. A minimum of two (2) LRIP systems shall be delivered 30 days after award of LRIP-1 Delivery Order. See section 6.0 (Testing) for details.

### **5.2.1 LRIP-2 for STIP Enabled CAT Systems for IT&E, QT&E, and OT&E**

The Contractor shall provide delivery and support of up to eleven (11) LRIP CAT systems in addition to the prototype unit for IT&E, QT&E, and OT&E. A minimum of four (4) LRIP systems shall be delivered 30 days after award of LRIP-2 Delivery Order. See section 6.0 (Testing) for details.

### **5.2.3 CAT “Gold Standard”**

Pending successful completion of the abbreviated QT&E and OT&E under the LRIP-1 effort, one non-STIP enabled system will be chosen as the “Gold Standard System” and shall receive a First Article Test and Evaluation (FAT&E). The Government performs and provides oversight for the FAT&E. The Contractor shall ensure that the test procedures indicate traceable paths to the approved requirements traceability report. The FAT&E will be witnessed by Government and/or Government-designated representatives. The CAT FRP Product Baseline (PBL) shall be established after successful completion of the associated FAT&E, Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA).

Pending successful completion of IT&E, QT&E, and OT&E under the LRIP-2 effort, one STIP enabled system will become the new “Gold Standard System” and undergo a second FAT&E to establish the new baseline.

The Contractor shall prepare and deliver the CAT First Article Test and Evaluation Test Plan, Procedures, and Reports in accordance with referenced Deliverable E007 – First Article Test Plan, Procedure, and Reports. The FAT&E Test Plan must ensure that all TSA requirements specified in the contract will be adequately tested and evaluated. TSA shall review the FAT&E Test Plan and Procedure for adequacy prior to the start of any vendor testing and evaluation activities.

FAR part 52.209-4 First Article Government Testing (SEP 1989) shall be applicable to this testing as well as the requirements of this section.

### **5.3 CAT Production Units (Applicable to CLIN 0003)**

The Contractor shall provide a fully functional CAT system in accordance with all the requirements documentation identified in this contract. The CAT system shall include shipping, installation, and the tools and consumables required for maintenance on the unit for six (6) months of continuous operation. A delivery schedule shall be established in each DO, and delivery of the first system(s) in each order shall occur no later than 60 days after DO award.

### **5.4 Non-STIP CAT Production Units (Applicable to CLIN 0003A)**

The Contractor shall provide a CAT system that possesses the capability to meet ID authentication requirements (per the FRD) and is of the same design and hardware configuration as the CAT Production Unit (CLIN 0003) in accordance with the requirements identified in this contract. The CAT system will not be STIP enabled, but shall include shipping, installation, and the tools and consumables required for maintenance on the unit for six (6) months of continuous operation. A delivery schedule shall be established in each DO, and delivery of the first system(s) in each order shall occur no later than 45 days after DO award. The CAT Unit without STIP capability is intended as an incremental solution that can be deployed rapidly to airports nationwide. These units will become STIP enabled at a later date when development has been completed and approved for the Full Production Units (CLIN 0003).

### **5.5 STIP Connectivity Upgrade for CAT Units (Applicable to CLIN 0003B)**

The Contractor shall upgrade each unit ordered under CLIN 0003A (Non-STIP CAT Production Units) to be of the same configuration as those under CLIN 0003 (CAT Production Units) through an upgrade kit (software/firmware) delivered to the field.

## **6.0 Testing (Applicable to CLINs 0001, 0002, 0002A, 0003, 0003A, 0003B, 0006, and 0010)**

### **6.1 Test and Evaluation Program**

The Contractor shall plan and conduct Contractor tests and support Government conducted testing and continuous assessment throughout the life of this Contract. During each test phase (IT&E, QT&E, OT&E), the Government will provide the Contractor with results and instructions regarding the next test phase/iteration. In the event of a test phase failure due to the inability to meet requirements, additional testing cycles may be conducted at the Contractor's expense.

Both integration and qualification testing will take place at the TSA Systems Integration Facility (TSIF) or other designated Government facility. All LRIP systems shall conform to the Developmental Product Baseline that will be established at TRR prior to QT&E conducted on the LRIP systems. The LRIP units shall include, at a minimum, the tools and consumables (i.e., screen wipes, card cleaners, etc.) required for maintenance on the unit for six (6) months. OT&E systems testing will



be performed to determine the extent to which the Contractor's system meets the requirements of the CAT ORD within the operational environment. Operational testing will take place at three to five TSA selected airports for a duration of 30 to 90 days. All LRIP systems shall conform to the developmental Product Baseline (PBL) that was qualified during QT&E prior to OT&E being conducted on the LRIP system.

The LRIP system testing is split into two distinct parallel efforts that will involve similar testing, with the first being an abbreviated test to allow for more rapid deployment of the systems. The LRIP-1 effort will consist of an abbreviated QT&E and OT&E to be performed on up to 12 non-STIP enabled units. The LRIP-2 effort will consist of a full IT&E, QT&E, and OT&E and will be performed on 11 STIP enabled units and the prototype unit.

## **6.2 Integration Testing**

The Contractor shall support the Government with the full integration of Secure Flight, STIP, to the CAT system. The purpose of Integration Testing & Evaluation (IT&E) is to validate the end to end solution where data will flow from Secure Flight to STIP to the CAT unit.

## **6.3 Qualification Testing**

The Contractor shall develop and submit a Test Compliance Report (deliverable C002) that validates the system has required certifications and is compliant with required standards as specified in the FRD. The Contractor shall submit this deliverable for each candidate CAT unit submitted for qualification testing. The Test Compliance Report must include all information and material necessary for the TSA to confirm that the CAT meets the requirements of the FRD.

The Contractor shall prepare and deliver the Test Compliance Report for each candidate CAT system in accordance with Deliverable C002.

### **6.3.1 Test Readiness Review and Test Readiness Notification**

Prior to QT&E and OT&E, a Test Readiness Review (TRR) is conducted to ensure that the Contractor is ready to proceed into formal test. The Contractor shall provide the Government a Test Readiness Notification (TRN) at least seven (7) business days prior to conduct of each formal test. The Contractor shall be provided a TRN letter template (Attachment 5) which shall be utilized in the development and delivery of the Test Readiness Notification in accordance with Deliverable E006.

### **6.3.2 Test and Evaluation Planning**

#### **a. First Article Test Procedures and Reports**

The first CAT FRP system shall be designated as the "Gold Standard" and shall receive a First Article Test and Evaluation (FAT&E). The Contractor shall ensure that the test procedures indicate clearly and adequately traceable paths to the approved TSA requirements traceability report. The FAT&E will be witnessed by Government and/or

Government-designated representatives. The Product Baseline (PBL) shall be established after successful completion of the associated First Article Test and Evaluation (FAT&E), Functional Configuration Audit (FCA), and Physical Configuration Audit (PCA).

The Contractor shall prepare and deliver the First Article Test and Evaluation Test Plan, Procedures, and Reports in accordance with Deliverable E007.

b. Factory Acceptance Test Procedures and Reports

All CAT systems shall each receive Factory Acceptance Tests (FAT) in accordance with the FAT Plan and Procedures prepared by the Contractor and approved by the Government. The FAT will be witnessed by Government and/or Government-designated representative(s).

The Contractor shall prepare and deliver Factory Acceptance Test Procedures and Reports in accordance with Deliverable E008.

c. Site Acceptance Test Procedures and Reports

All CAT systems shall receive Site Acceptance Tests (SAT) at every installation site location for each installed CAT, in accordance with the Government approved SAT Plan and Procedures.

The SAT will confirm that the CAT is properly set up, operationally configured, and remains in compliance with all TSA contractual requirements. The SAT will be witnessed by Government and/or Government-designated representative(s). Specific locations to perform SAT at the installation site shall be coordinated with Government and/or Government-designated representative(s) prior to SAT performance.

The Contractor shall prepare and deliver the Site Acceptance Test Procedures and Reports in accordance with Deliverable E009.

d. Operational Readiness Test Procedures and Reports

If equipment is moved after initial installation as directed by the Government, the Contractor shall conduct an Operational Readiness Tests (ORT) upon installation at the new location. This testing shall follow the same procedure as the SAT (Deliverable E009) for the ORT.

## **7.0 Technical Documentation (Applicable to CLIN 0004)**

### **7.1 Technical Data Package**

The Contractor shall deliver a Type 2D Technical Data Package (TDP) in accordance with the requirements established in Detail Specification MIL-DTL-31000C, Technical Data Packages for Commercial Drawings. The TDP shall provide

engineering and technical information on all assemblies and subassemblies identified as lowest replaceable units (LRU) in the associated maintenance manual in accordance with Deliverable D002 as required to support preventive and corrective maintenance actions. The TDP shall include all applicable models, engineering drawings, lists, specifications, standards, process descriptions, performance requirements, quality assurance requirements, software documentation, and packaging details. As part of this TDP, the Contractor shall provide a CAD drawing and a drawing tree. Specific details can be found in MIL-STD 973.

The TDP shall incorporate all versions of the equipment, all embedded software, all conversion 'kits,' and all defined options that affect the configuration of the equipment. The Contractor shall deliver both hard copy and electronic (as available) versions of the TDP, consistent with the equipment designated for FAT&E and subsequent, approved changes.

Note: Technical data does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration.

The Contractor shall prepare and deliver the TDP in accordance with Deliverable L010.

## **7.2 Technical Manuals**

The Contractor shall use FAA-D-2494/B Appendix I, Commercial Instruction Books, as a guide in developing the below listed manuals, including any supplemental data required to augment any commercial manuals. Updates to manuals shall be provided for all approved configuration changes. The Government will participate in and witness the conduct of the validation and verification. The Contractor shall provide a minimum of ten (10) days notice prior to the beginning of the verification and validation of manuals utilizing a production representative CAT system. All manuals must be updated as needed following any changes to the system.

### **a. Operations Manual**

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

The Contractor shall provide an Operator Manual in accordance with Deliverable D001.

### **b. Maintenance Manual**

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

The Contractor shall provide a Maintenance Manual in accordance with Deliverable D002.

c. Installation Manual

The Contractor shall develop an installation manual which provides step by step instructions on how to install the entire system. This manual would address as aspects of the technology to include the enclosure kiosk, scanners, computer/processor, operating system, drivers, applications, etc. The manual should include common installation error / problems and ways of mitigate them. It should also describe the necessary instructions /requirements for Government site preparation, installation, setup, integration, movement of the CAT system to a state ready for commencement of operations. The Contractor will also list in the Installation Manual any tools required for the install/movement that are not commercially available.

The Contractor shall provide an Installation Manual in accordance with Deliverable D003.

## **8.0 Training (Applicable to CLIN 0005A-0005D)**

The Contractor shall develop and conduct training courses for CAT operators, instructors, and personnel responsible for the operation and maintenance of the unit. The Contractor shall provide training materials, training TIMs, and training technical support.

The Government reserves the right to have additional individuals audit Contractor training courses and not be counted against the attendee limit. The Contractor shall prepare and deliver the following deliverables for the training courses listed within this section of the SOW.

a. Operator Training Course

The Contractor shall develop a training course to prepare for CAT operators for OT&E. Students will be assessed at the conclusion of training to verify that required skill and knowledge levels have been attained. The operator training shall:

1. Adequately prepare personnel to use the CAT, including all system functions and alarm resolution techniques, as evidenced by successful completion of operator qualification testing; and
2. Be matched and attuned to the skill level, qualifications, and abilities of Transportation Security Officer (TSO) workforce.

The Contractor shall submit the course materials (Student Guide – deliverable T002, and Classroom Presentation – deliverable T003) to the Government for review and approval.

The Contractor shall conduct one (1) class of operator training for up to ten (10) trainees in accordance with a Government-approved training program. The Contractor shall conduct training at locations specified by the Government. The Contractor shall supply all training materials necessary for the course. This training shall utilize the approved CAT Operator Manual in accordance with Deliverable D001 as a guide during training. The Contractor shall survey students at the conclusion of each training course to verify that required skill and knowledge levels have been attained.

#### b. Instructor Training Course

The Contractor shall develop a training course to train Government instructors in order to provide the Operator Training course to the TSO workforce. Students will be assessed at the conclusion of training to verify that required skill and knowledge levels have been attained. The instructor training shall adequately prepare instructors to teach operators to use the CAT, including all system functions and alarm resolution techniques.

The Contractor shall submit the Instructor guide (deliverable T001) to the Government for review and approval and include a list of all training materials to conduct operator training courses. The Contractor shall provide a revised Student guide (deliverable T002) and Classroom Presentation (deliverable T003).

The Contractor shall conduct one (1) class of instructor training for up to ten (10) trainees in accordance with a Government-approved training program. The Contractor shall conduct training at locations specified by the Government. The Contractor shall supply all training materials necessary for the course.

## **9.0 Engineering Services (Applicable to CLIN 0006)**

The Contractor shall provide labor and materials to perform engineering-related tasks that will be specified in the contract, including – equipment disposal, providing spare parts and other ancillary items related to the CAT system, etc.

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

- Site Installation;
- Witnessing and assisting in operational and field tests;
- Troubleshooting and correction of problems that may arise before, during, and after successful completion of tests;

- Hardware/Software/Operating System Upgrades;
- System Capability Enhancements/Improvements; and
- Disposal or decommissioning services.

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

- Approved ECPs;
- Site Installation;
- Correction of problems that may arise before, during, and after successful completion of tests;
- Hardware/Software/Operating System Upgrades;
- System Capability Enhancements/Improvements
- Disposal or decommissioning services; and
- Equipment moves, installation, relocation, removal.

The Contractor shall provide installation and support services by subcontractor(s) when required. The subcontractor shall submit their proposal, including supporting details, before the Government will authorize any work.

## **10.0 Maintenance and Warranty (Applicable to CLINs 0007 and 0008)**

### **10.1 Maintenance**

The Contractor shall maintain CAT systems during testing and throughout the warranty period (LRIP and FRP), which includes corrective and preventive maintenance as described in this section. The Contractor shall also provide corrective and preventive maintenance under warranty when modifications to contracts and upgrades to the CAT systems occur. The system should not require any special or custom tools or equipment for the performance of maintenance. Special or custom tools or equipment are defined as non-commercially available products. In the event such tools or equipment are required, a maintenance tool kit is to be supplied with each CAT system at the end of the warranty period. The Contractor shall coordinate all maintenance scheduling with the TSA Service Response Center (TSRC) and all local TSA staff as appropriate.

The Contractor shall develop and submit for approval a Maintenance Implementation Plan (MIP) detailing equipment, hardware, software, data and procedures, to achieve a smooth and comprehensive implementation of a maintenance program focused on achieving the required minimum A<sub>0</sub> contract performance. This plan shall also include a description of the handoff of maintenance activities, after the warranty period ends, from the Contractor to a Government third party maintenance provider.

The Contractor shall prepare and deliver the MIP in accordance with the deliverable L013.

## **10.2 Warranty**

The Contractor shall warrant all CAT furnished equipment to be free from defects in materials and workmanship under normal use and service, when used for the purpose for which the unit was designed. The period for which the unit will be covered shall be determined by delivery order. The period may be up to a maximum of seven (7) years from the date of the successful Site Acceptance Test (SAT). Refer to section 6.3.2 (c) for details regarding SAT procedures. The Contractor, at its option, will either repair at its manufacturing facility or replace any defective components or assemblies during the warranty period. All applicable cost associated with the repair of the equipment, including travel and labor, will be the responsibility of the Contractor. The Contractor shall pay freight charges from its manufacturing facility to the customer's facility covering the return or replacement of the warranted equipment. Per the terms of the warranty, the Contractor shall provide Corrective maintenance and Preventive maintenance in accordance with Sections 10.2.1 and 10.2.2 below.

For additional warranty requirements, refer to *Part B-Contract Clauses*, clause 52.246-19 Warranty of Systems and Equipment under Performance Specification or Design Criteria.

### **10.2.1 Corrective Maintenance (Applicable to CLIN 0007)**

Corrective maintenance consists of unscheduled maintenance activities performed to repair or otherwise restore failed TSE to operational condition. These actions usually expend consumable and repair parts. TSA considers three discrete levels of corrective maintenance:

**Level I CM** – This is corrective maintenance that is performed as needed to effect minor repairs to the TSE that do not require trained Field Service Technicians (FSTs) (e.g., PC reboots, etc.). These activities are normally performed by TSA personnel or their designees.

**Level II CM** – This is unscheduled corrective maintenance activities performed as needed to effect repairs that always require trained FSTs. These activities are performed on site with the TSE in Level II CM status. The Contractor should apply high priority to returning equipment experiencing critical failures (non-operational) to operational status in order to perform its assigned mission.

**Level III Depot Maintenance (DM)** – This consists of unscheduled corrective maintenance activities performed by trained technicians to repair a failed unit by shipping the End Item (EI) to a depot facility for repair. This can include repairs within the normal maintenance strategy or damages to equipment that exceed normal corrective maintenance that can be performed on site.

#### ***Level II Corrective Maintenance***

The Government requires the Contractor to:

- Perform CM actions for all fielded equipment to meet the performance requirements identified in section 14.3 below (*RMA Requirements*). CM shall include any repair requirements necessary to bring inoperable TSE back to operational status. This includes, but is not limited to, repair after liquid spills on TSE, broken parts due to operator misuse, unintentional damage during passenger screening, and other similar damages as a result of operator error. Other actions, such as replacement of all batteries requiring periodic or on-demand replacement shall be considered CM;
- Record all CM activities in the SE Database in accordance with DID OSC-ILS-004 and Attachment 6, and assign a Failure Mode Indicator (FMI) in the SE Database in accordance with Paragraph 10.2.4 (Failure Mode Identifiers) and Attachment H (FMI Codes Template);
- Coordinate all Level II CM with local TSA staff/ airport Coordination Center;
- Notify the assigned Field Service Technicians (FST) within 15 minutes of receipt of a maintenance service request (Low-Level metric  $M_1$  as defined in Attachment 6 – *TSE RMA Metrics Terms and Definitions*);
- Ensure parts obsolescence during the contract period of performance does not affect the Contractor's ability to meet CLS service level requirements.

### ***Level III Depot Maintenance (DM)***

Level III DM is maintenance by the Contractor for a technology that requires off-site corrective maintenance within scope of the unit price for warranty maintenance.

The Government requires the Contractor to:

- Track all TSE undergoing depot maintenance by make, model, serial number, Government property bar code, date sent to depot maintenance, date returned from depot maintenance, and depot repair location;
- Submit a monthly report (spreadsheet) to the Government Property Administrators identified in Section B.3.4.3, Other TSA Points of Contacts, of Part B including the data above for all TSE in depot maintenance; and
- Document all depot maintenance in the SE database (deliverable E010).

### **10.2.2 Preventive Maintenance (Applicable to CLIN 0007)**

The Contractor shall perform Level II Preventive Maintenance (PM) in accordance with the Contractor-specified maintenance schedule and procedures, as defined in the Contractor's MIP and Maintenance Manual. The definition of PM and the associated Levels are as follows:

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



1. **Level I PM**– This is primarily PM that is performed every shift (1-3 times a day), daily and weekly. Level I PM is performed without the need to open the SE. TSA personnel perform these activities. The Contractor shall provide technical publications, supplies, and consumables required to support the Level I PM for the extent of the warranty period for each delivered CAT. The Contractor shall identify in the MIP the amount of Level I PM time required to be performed by TSA personnel.
2. **Level II PM** – This is primarily PM that is performed every month, quarter, or year. Trained Contractor personnel shall perform Level II PM activities. Level II PM will include verification of the performance of Level I PM by TSA personnel. This verification will be accomplished by TSA reviewing airport logs for the SE and through physical observation. TSA will ensure that weekly logs are available to the Contractor for review during Level II PM.

The Contractor shall maintain a complete record of all PM actions performed on all SE and shall report all PM actions performed to the TSRC for tracking. The Contractor shall provide a maintenance logbook, which will be delivered as part of the SE and will remain at the deployed location with the CAT. The Contractor shall review the logbook monthly on a routine and time efficient basis to ensure that all Level I and II PM is appropriately logged and documented. Discrepancies to the logbook shall be reported, via e-mail, to the Government. The Contractor shall provide Preventive Maintenance support throughout the warranty period covered by this contract.

### **10.2.3 Excepted Maintenance (Applicable to CLIN 0008)**

On occasion, TSA must respond to, or take precautionary actions for, emergencies, such as acts of nature (e.g. earthquake, hurricane, or flood damage), criminal actions (e.g. terrorist attacks), facility mishaps (e.g. water pipe breakage damage or facility fires), and other events that may require increased TSE sustainment services outside of the requirements set forth in paragraph 10.2.1 (Corrective Maintenance) of this SOW. When such support is required, the Contracting Officer (CO) will separately authorize the Contractor to provide services on an as needed basis. It is the Contractor's responsibility to track any TSE maintenance action and update the SE Database to show current status of such actions. The Contractor shall confirm with the local TSA that the need for correction still exists prior to execution of the work and upon completion of work validate the completion with the local TSA. The Contractor shall not perform any actions not authorized in writing by the CO, or start any actions that would not be covered by the authorized funding. Repairs performed under this requirement are excluded from RMA metrics calculations when determining SLA compliance for invoices.

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

The Contractor shall create or develop robust Failure Mode Indicator (FMI) codes that can clearly identify the cause(s) of each failure and allow effective trend

analysis of failure causes. The Contractor shall capture the FMI codes in the SE Database (deliverable E010). One or more FMIs will be assigned for each CM or DM maintenance action documented in the SE Database. The FMI codes shall identify the failure cause, sub-system part(s) consumed in the repair, and detailed resolution or action code(s) that would restore the TSE to operational condition. The Contractor shall submit the proposed FMI codes to the Government for approval prior to implementation. The Contractor shall ensure only the approved FMI codes are used in maintenance reporting. The Contractor shall supply the TSA Service Response Center (TSRC) with a list of standardized problem codes, definitions, and priority ratings for trouble ticket generation and apply the codes in a consistent manner.

The Contractor shall develop and deliver the FMI codes in accordance with deliverable L014, Failure Mode Indicator Codes.

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

The Contractor shall document and describe the established logistical elements in the Integrated Support Plan (ISP). The ISP shall address maintenance philosophy, maintenance structure, lifecycle management (including plans for leveraging the Security Technology Integrated Program (STIP) to implement remote maintenance), metrics management, cost control, interface with functional groups for communicating maintenance requirements, feedback for improvement and input for lessons learned. The ISP shall document the logistics support plan for CAT during the LRIP process, qualification and operational testing, warranty of the systems, and include discussion of transitioning support to a maintenance service provider after warranty.

The Contractor shall prepare and deliver the ISP in accordance with the referenced deliverables.

Deliverable L015 – Integrated Support Plan

## **11.0 Battery Requirements (Applicable to CLIN 0010)**

All CAT systems must be capable of holding and running on a battery for power, but batteries will be ordered and delivered separately from the units when required. The Contractor shall provide batteries and battery chargers in accordance with the System Performance Characteristics.

The performance characteristics of the system with respect to the batteries include:

- Having the ability to operate continuously for at least 4 hours.
- Having the ability to fully recharge the battery in less than the amount of time that it takes to deplete the battery using the battery charger.
- The battery(ies) and the battery charger being non-proprietary and commercially available.

- Designing the battery(ies) to allow for the 5<sup>th</sup> percentile female through the 95<sup>th</sup> percentile male (as defined in MIL-STD-1472G) to replace the batteries as needed for operation, without the need for tools. Consideration should be given to battery size and weight.
- The battery charger having the capability of charging one or more batteries at once.
- The battery charger operating on commercially available 120 Volts Alternating Current (VAC) power at 60 hertz (Hz) with up to  $\pm 5\%$  voltage tolerance and  $\pm 3\%$  frequency tolerance, at no more than 20 ampere service.
- Designing of the battery or battery charger shall not expose operators, passengers, or maintenance personnel to hot surfaces over the appropriate temperatures listed in Table XXXI Temperature Exposure Limits in MIL-STD-1472G.

**Note:** Continuous operation does not allow for swapping of batteries within the 4 hours.

## 12.0 Data Rights

The agency requires the following data obtained from the CAT system/components. The Contractor shall provide:

- Data formats/sources following or exiting (as output) the ID validation/authentication process first produced in the performance of this contract.
- The capability to access or manipulate data formats and data (i.e., data shall be output in public machine readable format non-proprietary to Contractor, i.e. PDF, .Tiff, .JPG, etc. or other machine readable format for which commercial or open source license is readily available) and derivative modification rights in CAT source code to allow for future capabilities and integration.
- The capability to access or manipulate data formats and source code to support ongoing operations and maintenance of the system.

The contractor shall prepare Deliverable E012, Archival CAT Software Package, which contains the executable/source code for software for all functions outside of the ID Validation/Authentication process if requested.

## 13.0 Program Requirements

The Contractor shall provide program management, systems engineering management, quality assurance, configuration management, test and evaluation, training, corrective and preventive maintenance, and integrated logistics support in accordance with this SOW and applicable data deliverable requirements. In addition, the Contractor shall provide any materials and support required to test, deliver, and install the CAT in accordance with this SOW. All data deliverables shall be prepared or updated and delivered in accordance with the corresponding items specified under the SOW requirement. The Contractor shall flow down all applicable requirements to sub-Contractors and suppliers. The Contractor shall require that sub-Contractors and suppliers have an appropriate documented quality system that controls the quality of the services and supplies provided.

The Contractor shall implement Program Management activities in accordance with this SOW and shall include all organizational functions required for Program Management, including preparation and delivery of referenced deliverables in Section 16 (*Data Deliverables*).

The Contractor shall identify a Program Manager who shall be the Contractor's focal point for all required program tasks. The Contractor's Program Manager shall be prepared at all times to present and discuss the status of contract activities, risk management, quality, maintenance activities, requirements, and issues. The Program Manager shall notify the COR of all performance cost, financial, personnel, and security problems that, if unresolved, may adversely affect the Contractor's performance, schedule, or costs. The Contractor shall take appropriate measures to mitigate any adverse impact(s) to the Contract.

The Contractor shall prepare and deliver the Program Management Plan in accordance with Deliverable E001.

a. Program Management Reviews

The Contractor shall conduct and support monthly Program Management Reviews (PMRs) at a site specified by the COR. The Contractor's PMRs shall be targeted for no more than one (1) day in length, unless otherwise specified by the COR for special activities. The Government reserves the right to replace a formal monthly review with a less formal update completed by teleconference. The agenda for the PMR shall be provided to the COR for distribution. The results of the PMR shall be documented as outlined in the meeting minutes. During the PMR, the Contractor will present the Program Status Report.

The Contractor shall prepare and deliver the Meeting Agenda, Program Status Report, and Meeting Minutes in accordance with Deliverables E002, E003, and E004.

b. Technical Interchange Meetings

The Contractor shall conduct and support Technical Interchange Meetings (TIM) as required by the COR. During the TIMs, the Contractor and the Government will discuss specific technical activities, including those associated with the CAT, studies, design issues, technical decisions, test plans, test results, and implementation concerns to ensure continuing Government visibility into the technical progress of the Contract.

The Contractor shall prepare and deliver the Meeting Agenda and Meeting Minutes in accordance with Deliverables E002 and E003.

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

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

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

The Contractor shall perform in accordance with the plans developed in response to this SOW and as approved by the Government. The plans shall be updated as required and submitted for approval prior to implementation of any changes. All reference to the “Government” in this SOW shall mean “by authority of the Contracting Officer or designee.” All digital media submitted to the Government in response to SOW requirements shall be compatible with the Microsoft Office suite of products. Acceptable digital media are Compact Disc—Read-Only Memory (CD-ROM) or Digital Versatile Disc (DVD).

Where specific Sections are referenced in this SOW, it is intended to also include all subordinate sections.

### **13.1 IT Security**

#### **General Security Responsibilities for Contract Performance**

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

#### **13.1.1 Security Practices**

All services, hardware and/or software provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy Directive, DHS 4300A Sensitive Systems Handbook., TSA MD 1400.3 Information Technology Security Policy, TSA Information Assurance Handbook and Technical Standards.

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

- DHS Sensitive Systems Policy Directive (PD) 4300A
- DHS 4300A Sensitive Systems Handbook
- DHS National Security Systems Policy Directive (PD) 4300B
- DHS 4300B National Security Systems Handbook
- TSA MD 1400.3 Information Technology Security
- TSA Information Assurance Handbook
- TSA Technical Standards
- DHS IT Security Architecture Guidance Volumes 1, 2 and 3
- DHS/TSA Systems Engineering Lifecycle (SELIC)
- DHS Performance Plan (current fiscal year)
- 49 CFR, Parts 15 and 1520, *Protection of Sensitive Security Information*;
- FAA Order 1600.2D, *Safeguarding Controls and Procedures for Classified National Security Information and Sensitive Unclassified Information*; and

- *TSE IT Security Requirements*, v 2.0 (Attachment 8)
- Protection of Sensitive Security Information, 49 CFR Parts 15 and 1520
- Safeguarding Sensitive But Unclassified (For Official Use Only) Information, DHS MD11042.1
- Protection of Classified National Security Information Classification Management, DHS MD 11044

Authorized use of TSA IT systems and resources shall be in accordance with the TSA Information Security Policy Handbook.

The Contractor shall complete TSA Form 251 and TSA Form 251-1 (Attachments 10 and 11) for sensitive or accountable property. The Contractor shall email the completed forms to the Contracting Officer's Representative and [TSA-Property@dhs.gov](mailto:TSA-Property@dhs.gov) and include a hard copy with the shipment.

#### **13.1.2 Data Stored/Processed at Contractor Site**

Unless otherwise directed by TSA, any storage of data must be contained within the resources allocated by the Contractor to support TSA and may not be on systems that are shared with other commercial or Government clients.

#### **13.1.3 Remote Access**

The Contractor remote access connection to TSA networks shall be considered a privileged arrangement for both Contractor and the Government to conduct sanctioned TSA business. Therefore, remote access rights must be expressly granted, in writing, by the TSA Information Assurance and Cyber Security Division (IAD).

The Contractor remote access connection to TSA networks may be terminated for unauthorized use, at the sole discretion of TSA.

#### **13.1.4 Interconnection Security Agreement**

Interconnections between DHS and non-DHS IT systems shall be established only through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding/agreement, service level agreements or interconnection service agreements.

ISAs shall be reissued every three (3) years or whenever any significant changes have been made to any of the interconnected systems.

ISAs shall be reviewed and updated as needed as a part of the annual FISMA self-assessment.

#### **13.1.5 SBU Data Privacy and Protection**

The Contractor must satisfy requirements to work with and safeguard Sensitive Security Information (SSI), and Personally Identifiable Information (PII). All support personnel must understand and rigorously follow DHS and TSA requirements,

policies, and procedures for safeguarding SSI and PII. Contractor personnel will be required to complete online training for SSI and Informational Security, which take one hour each, as well as TSA online Privacy training.

The Contractor shall be responsible for the security of i) all data that is generated by the Contractor on behalf of the TSA, ii) TSA data transmitted by the Contractor, and iii) TSA data otherwise stored or processed by the Contractor regardless of who owns or controls the underlying systems while that data is under the Contractor's control.

The Contractor shall employ full-disk encryption for hard drives that process, store, or otherwise interact with TSA data. The full disk encryption must utilize FIPS 197 Advanced Encryption Standard (AES) with at least 256-bit encryption that has been validated under FIPS 140-2. The encryption keys used to encrypt hard drives must be maintained to ensure that the hard drives can be decrypted in the event that the TSA requires forensic analysis to be performed upon the hard drives.

TSA will identify IT systems transmitting unclassified/SSI information that will require protection based on a risk assessment. If encryption is required, the following methods are acceptable for encrypting sensitive information:

1. FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2. (current version)
2. National Security Agency (NSA) Type 2 or Type 1 encryption. (current version)
3. Public Key Infrastructure (PKI) (see paragraph 5.5.2 of the Department of Homeland Security (DHS) 4300A Sensitive Systems Handbook). (current version)

The Contractor shall maintain data control according to the TSA security level of the data. Data separation shall include the use of discretionary access control methods, VPN encryption methods, data aggregation controls, data tagging, media marking, backup actions, and data disaster planning and recovery. Contractors handling PII must comply with TSA MD 3700.4, *Handling Sensitive Personally Identifiable Information* (current version).

Users of TSA IT assets shall adhere to all system security requirements to ensure the confidentiality, integrity, availability, and non-repudiation of information under their control. All users accessing TSA IT assets are expected to actively apply the practices specified in the TSA Information Technology Security Policy (ITSP) Handbook and applicable IT Security Technical Standards.

The Contractor shall comply with Sensitive Personally Identifiable Information (Sensitive PII) disposition requirements stated in the TSA Information Assurance Handbook, applicable Technical Standards and TSA MD 3700.4, *Handling Sensitive Personally Identifiable Information*.

The Contractor shall ensure that source code is protected from unauthorized access or dissemination.

#### **13.1.6 Disposition of Government Resources**

At the expiration of the contract, the Contractor shall return all TSA information and IT resources provided to the Contractor during the contract, and provide a certification that all assets containing or used to process TSA information have been sanitized in accordance with the TSA MD 1400.3, TSA Information Assurance Handbook and Technical Standards. The Contractor shall certify in writing that sanitization or destruction has been performed. Sanitation and destruction methods are outlined in the NIST Special Publication 800-88 Guidelines for Media Sanitization. The Contractor shall email signed proof of sanitization to the Contracting Officer Representative (COR). In addition, the Contractor shall provide a master asset inventory list that reflects all assets, Government furnished equipment (GFE) or non-GFE that were used to process TSA information.

#### **13.1.7 Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information**

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 Safeguarding Sensitive But Unclassified (For Official Use Only) Information, describes how Contractors must handle sensitive but unclassified information. DHS MD 4300.1 Information Technology Systems Security and the DHS Sensitive Systems Handbook prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering Contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the task order.

#### **13.1.8 Security Review**

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer's Representative (COR), and other Government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact the DHS Chief Information Security Officer to coordinate and participate in the review and inspection activity of Government oversight organizations external to the DHS. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality



of DHS data or the function of computer systems operated on behalf of DHS, and to preserve evidence of computer crime.

### **13.1.9 Security Authorization**

The Security Authorization Process in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37 (current version) and the DHS Performance Plan, for unclassified systems, is a requirement for TSA information systems, including general support systems (e.g., standard TSA desktop, general network infrastructure, electronic mail, etc.), major applications and development systems (if connected to the operational network or processing, storing, or transmitting Government data). All NIST guidance is publicly available; TSA and DHS security policy is disclosed upon contract award. A written authority to operate (ATO), granted by the TSA Authorizing Official (AO), is required prior to processing operational data or connecting to any TSA network. The Contractor shall provide all necessary system information for the security authorization effort.

The Security Authorization Package contains documentation required for security authorization. The package will contain the following security documentation:

1. Security Assessment Report (SAR)
2. System Security Plan (SSP) or System Security Authorization Agreement (SSAA),
3. Contingency Plan,
4. Contingency Plan Test Results,
5. Federal Information Processing Standards (FIPS) 199 Categorization,
6. Privacy Threshold Analysis (PTA),
7. E-Authentication,
8. Security Test and Evaluation (ST&E) Plan,
9. Authorization to Operate (ATO) Letter,
10. Plan of Action and Milestones (POA&M), and
11. Annual Assessments.

The Security Authorization package shall document the specific procedures, training, and accountability measures in place for systems that process personally identifiable information (PII) and sensitive security information (SSI). All security compliance documents will be reviewed and approved by the Chief Information Security Officer (CISO) and the Information Assurance and Cyber Security Division (IAD), and accepted by the Contracting Officer upon creation and after any subsequent changes, before they go into effect.

TSA will assign a security category to each IT system compliant with the requirements of Federal Information Processing Standards (FIPS) 199 and assign security controls to those systems consistent with FIPS 200.

Unless the AO specifically states otherwise for an individual system, the duration of any Accreditation will be dependent on the FIPS 199 rating and overall residual risk of the system; the length can span up to 36 months (3 years).

The Contractor shall comply with Department of Homeland Security (DHS) and Transportation Security Administration (TSA) technical, management and operational security controls to ensure that the Government's security requirements are met. These controls are described in DHS PD 4300A and TSA MD 1400 series security policy documents and are based on the NIST Special Publication (SP) 800-53 standards.

The Contractor shall include this prospective clause in all subcontracts at any tier where the subcontractor may have access to “sensitive information” as defined in this prospective clause.

*Note: Since the CAT system falls under the STIP accreditation boundary, some of the security documentation and security authorization activities may not be required as they will be leveraged from STIP.*

#### **13.1.10 Security Breach/Incident Report**

The Contractor shall document, through the Physical and Communications Security Breach/Incident Report, incidents, which include, but are not limited to:

1. Actual or suspected unauthorized attempts to penetrate a CAT system through remote functions.
2. Actual or suspected unauthorized attempts to penetrate the CAT system through the Contractor's Remote Maintenance Monitoring Facility or Contractor's support facility.
3. Actual or suspected unauthorized penetration of the Contractor's CAT support facility or Remote Maintenance Monitoring facility(ies).
4. Actual or suspected attempt to subvert the CAT system.

The Contractor shall prepare and deliver the Physical and Communications Security Breach/Incident Report in accordance with Deliverable C001.

#### **13.1.11 Security Scanning Support**

To demonstrate compliance with DHS and TSA policies, all information systems must be evaluated for compliance with DHS/TSA hardening guides and *TSE IT Security Requirements* (Attachment 8). Every TSE with an Operating System (OS) must be scanned prior to initial deployment to the field, whenever there is a major change to the CAT unit (hardware or software version change, but not a configuration setting change), or for a periodic assessment when requested by the Government (annually). The annual periodic assessment is not required if the CAT unit has had a security scan for another reason (e.g., OS update) and it is determined by TSA that the scan is sufficient to waive the annual requirement.

#### Security Assessments

In preparation for the assessment, the CAT PMO shall coordinate with the Contractor and the Information Assurance Division (IAD) for the location and date/time for the assessment. The Contractor shall:

- Provide administrative rights/credentials that will provide access to the underlying CAT operating system. (This allows the IAD representative to conduct automated scans of the OS)
- Ensure that the CAT unit is placed back into normal operations.

On the day of the assessment, if the assessment is performed at an airport near the Contractor facility, TSA will provide the Contractor representative with a Government escort and coordinate taking the CAT unit out of service. The Contractor shall provide the type of network connector needed to connect the CAT unit to the scanning laptop, log into the unit with administrative credentials to CAT unit OS and security software on unit, and provide support to the IAD security engineer as necessary until the scan is completed and system is fully restored.

After an assessment, the Contractor shall review a draft assessment findings report (provided by IAD), participate in a meeting with CAT PMO and IAD representatives to review assessment's findings, identify any vulnerabilities discovered that can be remediated, and remediate any critical vulnerabilities prior to operational fielding. The Contractor can use the T&M engineering services (CLIN 0006) within this SOW for any required remediation.

#### **13.1.12 CAT Antivirus (AV) Maintenance**

For compliance with DHS/TSA Information Assurance policies, all IT systems must be protected by Antivirus (AV) software, and updated on an ongoing basis. An updated AV program reduces the risk of the CAT system becoming infected by malware (e.g., viruses, worms, Trojan horses, spyware, keystroke loggers, rootkits).

##### Requirements

Since the CAT unit has a Windows 7 platform, it can be supported by the existing TSA AV architecture. With that being said, the AV updates will be pushed through TSANet by the TSA's Symantec AV Server. The Government will provide the AV software/client (to include the Enterprise license key). These items will be provided with the GFI package (see B.3.6 – *Government Furnished Information*). This will allow the CAT unit to connect to the AV Server through TSANet and receive updates. Prior to any AV updates, the Contractor shall test AV software product updates and virus definition file updates to determine which updates are safe for the system.

After CAT PMO approval of the recommended AV updates and completion of successful testing by the Contractor, the Contractor shall provide the Request for Deviation (RFD) for TSA regression testing; support TSIF regression testing and submit an Engineering Change Proposal (ECP) for TSA AV update deployment. The Contractor shall provide the tested updates (in the form of CD) to the Government. The Contractor shall also post the tested updates to a secure Government collaboration portal (the Government will provide access as needed). Once updates are received, the Government will then test the updates internally (on a designated

CAT unit residing at TSIF for test purposes) prior to pushing them to the CAT unit via the TSA AV Server during a scheduled window.

The Contractor shall prepare and deliver the following deliverables in accordance with:

Deliverable L005 – RFD for TSIF regression testing

Deliverable L004 – ECP for AV update deployment

All AV product updates and AV virus definition updates are subject to review and approval by both the TSA/OSC Change Control Board (CCB) and the TSA Office of Information Technology (OIT) System Change Control Board (SCCB) prior to implementation. The Government will provide to the Contractor (upon request) a list of serial numbers of systems that received successful AV updates. The Contractor shall review the list and inform us of any discrepancies or issues.

In the case of emergency or ad hoc AV updates, the Contractor shall apply any emergency updates as directed by the Government.

*Note: The Government will define the process (in terms of update procedures, frequency, change control, testing, etc.) and provide guidance to the Contractor as necessary. Once the Contractor provides concurrence on the process, that agreed upon process will be implemented until a change is required. The Government will authorize and approval all process changes prior to implementation.*

### **13.1.13 CAT Operating System (OS) Security Patching**

For compliance with TSA Information Security policies, all IT systems/devices must have operating system (OS) security patches on an ongoing basis. An updated system minimizes the exploitable vulnerabilities, and reduces the risks of unauthorized access, system modification, and unavailability. This SOW section addresses the process of identifying, testing, packaging and deploying, security patches, running and reporting results of a security assessment for the CAT system.

#### Applicability, Assumptions, and Limitations

This SOW section is for continuous CAT OS security patch maintenance. The work to be performed under this SOW is to keep the CAT unit in compliance with DHS and TSE IT Security Requirements for OS patching.

#### Requirements

The Government will provide the software distribution agent to be loaded on the CAT unit. This agent is the platform software in which TSA tests and pushes OS patches to fielded systems. The Contractor shall install this software with guidance from the Government. The Government will ensure that the software is properly installed and functioning as intended.

Upon all official OS patch releases, the Contractor shall: review security updates and patches published by the CAT OS vendor; and recommend to TSA which

updates/patches be applied in the OS Patching Recommendation. If an update cannot be applied but an alternate configuration change on the CAT would mitigate the risk of the underlying vulnerability, the Contractor shall also provide this information.

The Contractor shall prepare and deliver the following in accordance with:

#### Deliverable C003 – OS Patching Recommendation

Upon TSA approval of recommended patches, the Contractor shall perform its own regression testing of the approved patches and/or mitigation change on an Contractor-owned “gold” (baselined) unit. Following regression testing, the Contractor shall: submit to the OSC Change Control Board (CCB) a Request for Deviation (RFD) for TSA regression testing of the CAT unit at the TSA Systems Integration Facility (TSIF); support TSIF regression testing; and, upon TSA direction, submit an ECP to the OSC CCB for the update/patch deployment.

The Contractor shall prepare and deliver the following deliverables in accordance with:

Deliverable L005 – RFD for TSIF regression testing

Deliverable L004 – ECP for update/patch deployment

All updates/patches are subject to review and approval by the OSC CCB prior to implementation. The Government will be responsible for applying the approved OS updates/patches via software distribution agent to the designated CAT unit(s) during the next scheduled window.

*Note: The Government will define the process (in terms of update procedures, frequency, change control, testing, etc.) and provide guidance to the Contractor as necessary. Once the Contractor provides concurrence on the process, that agreed upon process will be implemented until a change is required. The Government will authorize and approval all process changes prior to implementation.*

## **14.0 System Life Cycle (Applicable to CLINs 0001, 0002, 0002A, 0003, 0003A, 0006, 0007 and 0008)**

### **14.1 Identification Document (ID) Database Updates**

The Contractor shall update the CAT system’s ID database at least quarterly and/or as needed to address emerging threats, new credentials, etc. The ID updates will be conducted through schedule STIP software upgrades.

The Contractor is encouraged to independently propose engineering changes to PBL CAT or other requirements of this Contract in response to available technology enhancements. These enhancements may be proposed to save money or energy, improve performance, satisfy increased data processing requirements, or for the replacement of equipment and software due to technological advancement. All such proposed

modifications to CAT PBL may be accomplished as change requests (see Section 15.4 – *Configuration Control*) under the CM Program as directed by the Contracting Officer. The Contractor shall include a risk benefits analysis to include life cycle and transition planning for any proposed modification.

The Contractor shall conduct regression testing of any proposed change or update prior to implementation. The changes must be approved by the Government. The Contractor shall prepare and deliver the test report in accordance with Deliverable E011 (Regression Test Report).

## **14.2 Reliability, Maintainability, and Availability (RMA)**

In accordance with the warranty, the Contractor shall provide support for each CAT delivered throughout the warranty period. The warranty covers all corrective and preventive maintenance, spares, labor, and transportation of CAT systems and equipment. The Contractor shall document every maintenance action in the SE database and report it monthly to TSA for evaluation to determine whether the Contractor is meeting the performance requirements, and to monitor and assess actual versus expected system performance.

Based on maintenance actions recorded in the SE database, the Contractor shall report required RMA operational support performances metrics monthly, as part of the PSR in accordance with Deliverable E004, to ensure compliance with the supportability and sustainability requirements. These include  $A_o$ ,  $A_i$ , Mean Down Time (MDT), Mean Down Time Between Critical Failure (MTBCF), and Mean Time to Repair (MTTR).

The Government will provide definitions and descriptions of key operational performances parameters (metrics) in a document titled *TSA Reliability, Maintainability, Availability (RMA) Guide for the Office of Security Technology (Version 1.0)* (Attachment 4). These metrics will be calculated in accordance with Attachment 6, *TSE RMA Metrics Terms and Definitions*. The Contractor shall use the metrics listed below to manage, optimize, and report on the operational support provided to deployed systems throughout the period of performance of this Contract.

The Contractor shall prepare and deliver CAT RMA metrics in accordance with Deliverable L011.

RMA metrics are further defined in the CAT ORD and FRD.

## **14.3 RMA Requirements**

The Contractor shall meet the following requirements:

Mean Down Time (MDT):  $\leq 15$  hours

Mean Time Between Critical Failure (MTBCF):  $\geq 360$  hours

The Contractor shall refer to Attachment 6, *TSE RMA Metrics Terms and Definitions* for an explanation of MDT and MTBCF calculations. The Contractor shall calculate MDT and MTBCF (averaged across the field under a particular Delivery Order) for all equipment maintained under this Contract on a monthly basis, and this calculation will be used to adjust the invoicing for the CAT Production Unit CLIN 0003. If MDT and/or MTBCF fall below the Contract requirement, the final amount invoiced under CLIN 0003 will be reduced in accordance with paragraph A.4.5 – *RMA Disincentives*.

#### **14.4 Safety Standards and Code Requirements**

The Contractor shall ensure that all work performed is in compliance with all applicable local, state and federal standards, codes and regulations. The Contractor shall be responsible for obtaining any required licenses, permits, approvals and/or authorizations for all work performed. This includes the handling, storage, and disposal of hazardous materials.

The Contractor shall certify that all work performed is in compliance with the Operational Safety and Health Administration (OSHA) 29 CFR 1910.1096 and 29 CFR-1910.7 to ensure safety of personnel during installation, operation, maintenance, and repair or interchanging of a complete equipment assembly or component parts. The Contractor shall provide the certification to the Contracting Officer with the proposal.

### **15.0 Configuration Management (Applicable to CLINs 0002, 0003, 0006, and 0010)**

#### **15.1 Configuration Management**

The CAT systems shall be maintained under strict configuration management. All system Configuration Items (CIs) and hardware and software CIs shall be uniquely identified and mapped back to the Contractor's configuration baseline. The Contractor shall not alter these systems in any way without the express approval of the Government.

The Contractor shall establish, implement, and maintain a Configuration Management (CM) Program based on *MIL STD 973*. The CM program shall provide an organizational structure with configuration identification and control methods, configuration audits, and Configuration Status Accounting (CSA) procedures for system hardware, software, firmware and deliverables. The CM requirements are applicable to all deliverables under this contract.

The Contractor shall prepare and deliver a Configuration Management Plan in accordance with Deliverable L001.

Hardware or software configuration changes shall be in accordance with TSA's Configuration Management policy. The TSA Chief Information Security Officer (CISO)/ Information Assurance and Cyber Security Division (IAD) must be informed of and involved in all configuration changes to the TSA IT environment including systems, software, infrastructure architecture, infrastructure assets, and end user assets. The TSA

IAD will approve any request for change prior to any development activity occurring for that change and will define the security requirements for the requested change.

The Contractor shall ensure all application or configuration patches and/or Request for Change (RFC) have approval by the Technical Discussion Forum (TDF), and Systems Configuration Control Board (SCCB) and lab regression testing prior to controlled change release under the security policy document, TSA Management Directive (MD) 1400.3 and TSA Information Assurance Handbook, unless immediate risk requires immediate intervention. Approval for immediate intervention (emergency change) requires approval of the TSA CISO, SCCB co-chairs, and the appropriate Operations Manager, at a minimum.

The Contractor shall ensure all sites impacted by patching are compliant within 14 days of change approval and release.

The acquisition of commercial-off-the-shelf (COTS) Information Assurance (IA) and IA-enabled IT products (to be used on systems entering, processing, storing, displaying, or transmitting “sensitive information”) shall be limited to those products that have been evaluated and validated, as appropriate, in accordance with the following:

- The NIST FIPS validation program.
- The National Security Agency (NSA)/National Institute of Standards and Technology (NIST) National Information Assurance Partnership (NIAP) Evaluation and Validation Program.
- The International Common Criteria for Information Security Technology Evaluation Mutual Recognition Agreement.

The Contractor shall provide OS drivers for all hardware (i.e., display monitor, ID scanners, and passport scanner).

## **15.2 Configuration Baseline**

The Contractor shall establish and maintain the configuration baseline for CAT systems. This shall include Government approved developmental and product baselines for LRIP and FRP CATs. The Contractor shall establish and maintain the required contract deliverables, drawings, and list of materials to support this configuration, referred to as the Product Baseline (PBL). During the Acquisition Phase, the PBL shall be established after successful completion of the associated Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA).

## **15.3 Configuration Identification**

The Contractor’s PBL shall retain all documentation for identification, control and status accounting of any Configuration Item (CI) from initial acquisition to contract close-out. CIs are selected based on major components/critical items on a consensus basis by TSA and the Contractor, considering the categories of function, performance, safety, and serviceability. In the event that consensus cannot be reached, TSA will have the final authority. The CI identification shall be available in a Master Configuration Item List



(MCIL). All CIs shall be uniquely identified and mapped back to the configuration baseline.

The Contractor shall prepare and deliver the MCIL in accordance with Deliverable L002.

#### **15.4 Configuration Control**

The Contractor shall apply configuration change management measures to each baseline CI and its configuration documentation in accordance with *MIL STD 973*. The Contractor's configuration change management system shall provide effective means for proposing changes to CIs and ensuring implementation of the approved change. The Contractor shall maintain configuration change management of hardware, software, firmware, and developmental/commercial documentation from contract award to contract closeout. The Contractor shall maintain configuration change management of hardware to the Line Replaceable Unit (LRU), as defined in the Contractor delivered maintenance manual, and software to the lowest sub-version or indenture level. The configuration baseline shall not be changed or modified during Test & Evaluation (T&E) without approval from the Government.

Changes represent opportunities for improvement. Desired changes are documented in the form of Developmental Engineering Proposals (DEP), which are submitted prior to the first article test, Engineering Change Proposals (ECP), Requests for Deviation (RFD), and Requests for Waiver (RFW), which are utilized after production baseline is established. The Contractor shall document all change requests.

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

The Contractor shall prepare and deliver DEPs, ECPs, RFDs, and RFWs in accordance with Deliverables L003, L004, L005, and L006.

#### **15.5 Configuration Status Accounting**

The Contractor shall maintain a Configuration Status Accounting (CSA) Information System to assure accurate identification of each CI. The Contractor shall ensure that the CSA information is provided to the Government upon request. The CSA information shall be provided as a monthly Configuration Status Accounting Report (CSAR). The Contractor shall refer to *MIL STD 973* for guidance in establishing the CSA Information System. The CSA System shall be described in the Contractor's CMP (Deliverable L001).

The Contractor shall prepare and deliver the CSAR in accordance with the Deliverable L007.

## **15.6 Configuration Audits**

The Contractor shall support Developmental Product Baseline Configuration Audits (DPBCA) and Certified Product Baseline Configuration Audits (CPBCA) and shall perform internal Contractor configuration audits in accordance with *MIL STD 973*.

The Contractor shall prepare and submit a Configuration Audit Plan (CAP) that describes procedures for conducting the audit, including Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA). Upon successful completion of the FCA, a PCA will be performed. Successful completion of the PCA shall include, but not be limited to, the completed FCA and Government approval of the Contractor's final submission of the associated FCA deliverables.

All Full Rate Production (FRP) systems shall conform to the Product Baseline (PBL) that will be established after the FCA and PCA are conducted on the first FRP system.

When proposed and approved in the CAP, the Contractor may invite subcontractors, vendors, and suppliers to participate in the configuration audits, as proposed and approved via the CAP. The Contractor shall prepare and submit a Configuration Audit Summary Report (CASR) documenting the results of each audit and the resolution for each finding. The Contractor shall support Government configuration audits in accordance with paragraphs "a" and "b" of this section (below) as well as *MIL STD 973*.

The Contractor shall prepare and deliver the CAP and the CASR in accordance with Deliverables L008 and L009.

### **a. Functional Configuration Audit**

The Contractor shall support a Government conducted FCA on the first delivered LRIP and FRP CAT systems in accordance with the TSA Office of Security Technology (OST) Configuration Management Plan (Attachment 9). The FCA is the formal examination of the functional characteristics of Configuration Items (CIs), prior to acceptance to verify that the item has achieved the requirements specified in its functional configuration documentation. FCA's are conducted on both hardware and software configuration items to ensure that the technical documentation accurately reflects the functional characteristics of each CAT system.

- The Software FCA is an examination of CIs, test procedures and test results used to perform testing of the system, against the CAT system software version documents.

- The Hardware FCA is an examination of the test procedures and test results used to perform testing of the system against its design documentation.

b. Physical Configuration Audit

The Contractor shall support a Government conducted PCA on the first delivered LRIP and FRP CAT system in accordance with the TSA Office of Security Technology (OST) Configuration Management Plan (Attachment 9). The purpose of a PCA is to confirm that the “as delivered” system is compliant with its design documentation.

The PCA is the formal examination of the “as-built” configuration of a configuration item against its technical documentation. The PCA includes a detailed inspection of configuration related deliverables.

The following procedures for conducting a PCA will be agreed upon during a pre-PCA meeting between TSA and Contractor.

- The PCA will be conducted using a drawing index starting from Sheet 1, Level 1 assembly working to a lower level to determine physical existence of installed parts.
- Separating the machine into different modules is the most efficient way to conduct the audit. Therefore, following Level 1 component inspection and identification, Level 2 modules will be audited in sequential order.
- All Level 2 and Level 3 part numbers will require Bill of Material (BOM) access prior to the selection of audit assemblies.
- Government determined random selection of CIs will be based on major components/critical items list.
- CI items will be selected. Part numbers will be compared to production drawings and drawing revisions will be examined against change notices for accuracy.
- Actual machine components will be located on the machine. Part numbers, nameplates, and serial numbers will be physically verified against production reference identification. Part numbers, which are verified, validated, and physically identified, will be recorded and comments annotated under discrepancies and recommendations.

## **16.0 Data Deliverables**

All data is subject to Government revisions until approval.

Note: Any reference to “Military” in the MIL-STD or MIL-HDBK is to be interpreted as the Government for this contract.

Refer to the table below for a list of all data deliverables.

<b>Deliverable No.</b>	<b>Deliverable Title</b>	<b>Data Format</b>	<b>First Due Date</b>	<b>Frequency</b>	<b>Approval / Approver</b>
<b>(C) Security Related Deliverables</b>					
C001	Physical and Communications Security Breach/Incident Report	Contractor format	As Required	As required	Yes / COR
C002	Test Compliance Report	Contractor format	As Required	As required	Yes / COR
C003	OS Patching Recommendation	Contractor format	As Required	As required	Yes / COR
<b>(E) Engineering and Program Related Deliverables</b>					
E001	Program Management Plan	DI-E-001	30 days after contract award	As required	Yes / PM
E002	Meeting Minutes	Contractor format	5 days after meeting	As required	
E003	Meeting Agenda	Contractor format	5 days prior to meeting	As required	
E004	Program Status Report	DI-E-004	5 days prior to PMR	Monthly (dependent on scheduled PMR)	Yes / PM
E005	Requirements Traceability Report (RTR)	Contractor format	30 days after contract award	Updates as required	Yes / PM
E006	Test Readiness Notification (TRN)	See Attachment 5	7 days prior to test	As required	Yes / COR
E007	First Article Test and Evaluation (FAT&E) Plan, Procedures and Reports	DI-E-008A, DI-E-008B, DI-E-008C	- Plan, 30 days after LRIP-1 award. - Procedures, 60 days after LRIP-1 award - Report, 30 days after completion of FAT&E	As required	Yes / COR
E008	Factory Acceptance Test (FAT) Procedures and Reports	DI-E-010, DI-E-008C	- Procedures, 60 days after LRIP-1 award. - Report, 5 days after completion of each of FAT	As required	Yes / COR

<b>Deliverable No.</b>	<b>Deliverable Title</b>	<b>Data Format</b>	<b>First Due Date</b>	<b>Frequency</b>	<b>Approval / Approver</b>
E009	Site Acceptance Test (SAT) Procedures and Reports	DI-E-010, DI-E-008C	- Procedures, 60 days after LRIP-1 award - Report, 5 days after completion of each of SAT	As required	Yes / COR
E010	Security Equipment (SE) Database	DI-E-012, DID OSC-ILS-004	With LRIP-1 delivery	Monthly (on 10 <sup>th</sup> calendar day)	Yes / COR
E011	Regression Test Report	Contractor format	As required	As required	Yes / PM
E012	Archival CAT Software Package	Contractor format	As required	As required	Yes / COR
<b>(L) Lifecycle Support Related Deliverables</b>					
L001	Configuration Management Plan (CMP)	DI-L-001	30 days after contract award	Updates as required	Yes / COR
L002	Master Configuration Item List (MCIL)	DI-L-002	Delivery with prototype	Updates as required	Yes / COR
L003	Developmental Engineering Change Proposal (DEP)	DI-L-003	As required	As required	Yes / PM
L004	Engineering Change Proposal (ECP)	DI-L-004	As required	As required	Yes / PM
L005	Request for Deviation (RFD)	DI-L-005	As required	As required	Yes / PM
L006	Request for Waiver (RFW)	DI-L-006	As required	As required	Yes / PM
L007	Configuration Status Accounting Report (CSAR)	DI-L-007	30 days after FAT&E	Monthly (on 10 <sup>th</sup> calendar day)	Yes / COR
L008	Configuration Audit Plan (CAP)	DI-L-008	10 days prior to FAT&E	Updates as required	Yes / COR
L009	Configuration Audit Summary Report	DI-L-009	Report due 10 days after a configuration audit	As required	Yes / COR
L010	Technical Data Package (TDP)	MIL-STD-31000C	30 days after completion of configuration audits	Updates as required	Yes / COR
L011	Reliability, Maintainability, Availability (RMA) Metrics Report	DI-L-016	60 days after full production award.	Monthly (on 10 <sup>th</sup> calendar day)	Yes / COR

<b>Deliverable No.</b>	<b>Deliverable Title</b>	<b>Data Format</b>	<b>First Due Date</b>	<b>Frequency</b>	<b>Approval / Approver</b>
L012	Preliminary Design Review (PDR) Report / Critical Design Review (CDR) Report	Contractor format	PDR approval 15 days after award. CDR approval 25 days after approved PDR.	N/A	Yes / PM
L013	Maintenance Implementation Plan (MIP)	Contractor format	With first production unit	Updates as required	Yes / COR
L014	Failure Mode Indicator Codes	DID OSC-ILS-015	With LRIP-1 Delivery	As required	Yes / COR
L015	Integrated Support Plan (ISP)	DI-L-001	30 days after contract award	Updates as required	Yes / COR
<b>(D) Deployment Related Deliverables</b>					
D001	Operator Manual	DI-D-001	30 days after LRIP-1 award	Updates as required	Yes / COR
D002	Maintenance Manual	Contractor format	30 days after LRIP-1 award	Updates as required	Yes / COR
D003	Installation Manual	Contractor format	30 days after LRIP-1 award	Updates as required	Yes / COR
<b>(T) Training Related Deliverables</b>					
T001	Instructor Guide	DI-T-001	20 days after LRIP-1 award	Updates as required	Yes / COR
T002	Student Guide	DI-T-002	20 days after LRIP-1 award	Updates as required	Yes / COR
T003	Classroom Presentation	DI-T-003	20 days after LRIP-1 award	Updates as required	Yes / COR

**Note:** All deliverables can be provided in Contractor format. The data format column above is intended to offer guidance, but is not a requirement for deliverable formatting. For the most recent DIDs, please visit the ASSIST database.

**(End of Part C)**

## **PART D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **Attachments (Provided Separately)**

1	STIP CAT IRD
2	CAT FRD
3	CAT ORD
4	TSA Reliability, Maintainability, Availability (RMA) Guide for OST
5	Test Readiness Notification (TRN) Letter Template
6	TSE RMA Metrics Terms and Definitions
7	Labor Category Descriptions and Minimum Qualifications
8	TSE IT Security Requirements
9	OST Configuration Management Plan
10	TSA Form 251 ( <i>Vendor Shipping and Receiving Report</i> )
11	TSA Form 251-1 ( <i>Vendor Shipping and Receiving Report</i> )

**(End of Part D)**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 2 / 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. AA14STD150	5. PROJECT NO. (If applicable)
6. ISSUED BY SECURITY TECHNOLOGY 701 S 12TH STREET Arlington VA 20398	CODE 04	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) MORPHECTRUST USA INCORPORATED Attn: (b)(6) 296 CONCORD RD STE 300 BILLERICA MA 018213487		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 969055321			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSS04-14-D-C12002
			10B. DATED (SEE ITEM 13) 04/09/2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not, x is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 04-3320515

DUNS Number: 969055321

The purpose of this modification is to incorporate changes to the contract language.

See additional pages for details.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Steven Santos	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSTSG4-14-D-CT2002/P00001PAGE OF  
2 4NAME OF OFFEROR OR CONTRACTOR  
MORPHOTRUST USA INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: US Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake VA 23327-4111 Period of Performance: 04/11/2014 to 04/10/2021				

The purpose of this no-cost modification to IDIQ Contract HSTS04-14-D-CT2002 is to make the following changes:

1. Part A, Section A.4.8 – Travel (Applicable to CLIN 0009), is deleted in its entirety and replaced with the following:

Costs for transportation, lodging, meals, and incidental expenses incident to performance under specific delivery orders will be reimbursed in accordance with the version of the Federal Travel Regulations (FTR) current upon the date of order placement. All travel must have prior authorization from the Contracting Officer (CO), Contracting Officer's Representative (COR), or individual designated by the CO/COR.

The FTR can be found online, including at the following address: <http://www.gsa.gov/portal/ext/public/site/FTR/file/FTRTOC.html/category/21865/hostUri/portal>

The not-to-exceed (NTE) value for travel has been established by the Government at a total cost of \$600,000.

2. Add the following paragraphs to Part C, Section 4.0 – Technical Requirements:

#### **4.1.6 Operational Test Kit (OTK)**

The Contractor shall provide an OTK with each CAT system that consists of 4 sample documents specifically designed to verify proper operation of the two document scanners, proper authentication results (pass and fail) and proper display of both ID and Secure Flight ticketing and vetting information.

- Passport Sample 1: E-Passport document that passes all authentication tests, including expiration, smart chip data crosscheck, B900 (IR) test, Visible and UV pattern tests, and ID / Secure Flight data match. For this operational test document, a non-valid country name and a non-actual traveler name are acceptable.
- Passport Sample 2: E-Passport that should generate multiple alert conditions, including expired, smart chip data crosscheck, and failed Visible and UV pattern tests.
- Driver License Sample 1: Document passes all authentication tests, including expiration, Visible, IR and UV pattern tests, and ID/Secure Flight data match. For this operational test document, a non-actual traveler name is acceptable.
- Driver License Sample 2: Document that should generate multiple alert conditions, including expired, and failed Visible, IR and UV pattern tests.

#### **4.1.7 Supplemental System Requirements**

The CAT system will meet the following specific requirements as proposed:

- Process all Tier 1 & 2 Documents, with the exception of IDs issued to members of Congress, Registered Traveler Cards, Airport Operator Photo ID, Airport or Aircraft Operator-issued SIDA ID, and Prison IDs.
  - Exceed the objective requirement for shall 4 as stated in the FRD.
  - Exceed the objective for shalls 2 and 3 as stated in the FRD by 5 points.
  - Successfully retrieve the passenger information from the list of ID documents as stated in bullet 1 at a minimum rate of 95% (FRD shall 10).
  - Average processing time, including document insertion, will be 7 seconds or less (FRD System Performance Characteristic (SPC) 1).
  - Operating current will be 1.0 Amps or less (FRD SPC 7).
  - Mean Time Between Critical Failure (MTBCF) will be 3,640 hours or greater (FRD shall 19).
  - Mean Time to Repair (MTTR) will be 1.5 hours or less (FRD shall 21).
  - Inherent Availability (Ai) will be 99.96% or greater (FRD shall 22).
  - Meet FRD SPCs 1, 3-5, 7-29, and 32-41.
3. Add the following paragraph to Part C, Section 10.2 – Warranty:

#### **10.2.5 Database Deficiency Tools**

Contractor shall use data collection tools that allow detection of database deficiencies that does not compromise privacy constraints regarding PII, which may include:

- Transaction audits that do not include PII, or impact production system performance. The audits are designed to collect available non-PII information deemed useful in monitoring system performance using metrics, e.g. alert rates, and identifying and resolving alert root causes. Audit data shall be encrypted and automatically purged based on a configured schedule.
  - Tools to blur PII from scanned document images using a semi-automated process.
  - On-site analysis and training by the Contractor's docometrics staff.
  - Training from test/sample documents.
4. Modify the first bullet point under Part C, Section 11.0 – Battery Requirements (Applicable to CLIN 0010) regarding the performance characteristics of the system with respect to batteries to read as follows:
- Having the ability to operate continuously for at least 6 hours with a replaceable battery(ies) when new.

5. Deliverable L002, Master Configuration Item List (MCIL) as stated in Part C, Section 16.0 – Data Deliverables, is modified as follows:

<b>(L) Lifecycle Support Related Deliverables</b>					
<b>Deliverable No.</b>	<b>Deliverable Title</b>	<b>Data Format</b>	<b>First Due Date</b>	<b>Frequency</b>	<b>Approval / Approver</b>
L002	Master Configuration Item List (MCIL)	DI-L-002	20 days after LRIP-1 award	Updates as required	Yes / COR

6. All other terms and conditions remain unchanged and in full force and effect.

**--End of Modification P0001--**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
			1 3
2 AMENDMENT/MODIFICATION NO. P00002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 2115205CT2076	5 PROJECT NO (if applicable)
6 ISSUED BY SECURITY TECHNOLOGY 701 S 12TH STREET Arlington VA 20598	CODE 04	7 ADMINISTERED BY (if other than item 6)	CODE
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) MORPHOTRUST USA INCORPORATED Attn: (b)(6) 296 CONCORD RD STE 300 BILLERICA MA 018213407		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 969055321 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO HSTS04-14-0-CT2002	10R DATED (SEE ITEM 13) 04/09/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying off, co, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. x Is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UGF section headings, including solicitation/contract subject matter where feasible)

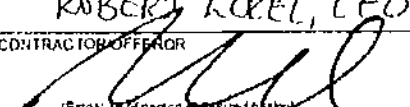
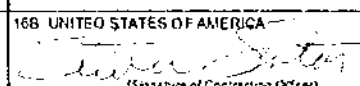
Tax ID Number: 04-3320515

DUNS Number: 969055321

The purpose of this modification to IDIQ Contract HSTS04-14-D-CT2002 is to 1) Upgrade ECAT units; 2) Change computers; 3) Incorporate SNE Training course; 4) Add Information Assurance (IA) requirements.

See page 2 and 3 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 18A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) ROBERT ECKEL, CEO	15C DATE SIGNED 5/20/15	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven Santos	16C DATE SIGNED 5/20/15
15B CONTRACTOR OFFICER 	(Signature of person authorized to sign)	16B UNITED STATES OF AMERICA 	(Signature of Contracting Officer)

**Credential Authentication Technology (CAT)**

**Contract: HSTS04-14-D-CT2002**

**Modification P0002**

The purpose of this modification to IDIQ Contract HSTS04-14-D-CT2002 is to 1) Upgrade ECAT units; 2) Change computers; 3) Incorporate SME Training course; 4) Add Information Assurance (IA) requirements. Accordingly:

1. The following changes were made to the contract as a result of the upgrade to the ECAT units:

- a. The unit pricing for CLINs 0002, 0003, and 00003A increased by (b)(4)
- b. A total amount of (b)(4) (FFP) will be obligated via Delivery Order 3 in support of the one time Non-Recurring Engineering Support (NRE) for upgrading the ECAT units.
- c. The following paragraphs are added to Part C Statement of Work (SOW), Section 5.2.2 LRIP-2 for STIP Enabled CAT Systems for IT&E, QT&E, and OT&E, Section 5.3 - CAT Production Units (Applicable to CLIN 0003), and Section 5.4 - Non-STIP CAT Production Units (Applicable to CLIN 0003A):

These systems shall include the cart design changes which were developed by MorphoTrust and tested by TSA. The cart changes include the following items:

- Replaced power cord(coiled cord)
- Stability improvements:
  - Added ballast weight in the base (additional 20 lbs., approximately)
  - Dual-wheel casters rather than single-wheel casters
  - Caster wheel locks (on all four corners) that prevent caster pivot/rotation and the wheels from rolling
- Removed the external USB port
- Covered exposed bolts/sharp edges
- Cart color change

2. All current and future ECAT systems shall be implemented with DELL optiplex-9020m computers.

- a. As a result of the computer changes, the unit pricing for CLIN 0002, 0003, and 00003A increased by (b)(4)
- b. A total amount of (b)(4) (FFP) will be obligated via Delivery Order 3 in support of the one time Non-Reoccurring Engineering Support (NRE) for replacing computers.
- c. The unit price for the computer and cart upgrade to the existing LRIP-1 Prototype unit is (b)(4)

3. Subject Matter Experts (SME) Training Course is hereby incorporated into the contract.

- a. Subject Matter Experts (SME) Training Course (Sub-Section 8.3) is added to Part C Statement of Work (SOW), Section 8.0.
- b. CLIN 0005E (Development of SME Training Course) and CLIN 0005F (Conduct SME Training) are added to Part A, Section A.4.1 Pricing Schedule and CLINs.

**Credential Authentication Technology (CAT)**

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4. The following Information Assurance (IA) requirements are hereby incorporated into Part C Statement of Work (SOW) under Section 13.1- IT Security:
  - a. Controls
  - b. General Security Responsibilities for Contract Performance
  - c. Configuration Management (hardware/software)
  - d. Risk Management Framework
  - e. Contingency Planning
  - f. Program Performance
  - g. Information Assurance Policy
5. The following Sub-section are removed from Part C- SOW, Section 13.1:
  - a. Security Practices
  - b. Security Authorization
6. As a result of this modification, the unit pricing for CLIN 0002, 0003, and 0003A increased by (b)(4) Part A, Section A.4.1 – Pricing Schedule and CLINs and Section A.4.2 – Fixed Unit Price CLINs (CLIN 0003, 0003A) are updated to reflect the unit pricing changes for CLINs 0002, 0003, and 0003A.
7. The attached contract HSTS04-14-D-CT2002 V.2 (dated 5/14/2015) replaces and supersedes the previous version of the award document.
8. All other terms and conditions remain unchanged and in full force and effect.

**--End of Modification P0002--**