

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 6

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04/09/2015	4. REQUISITION/PURCHASE REQ. NO. 2115205SPP049	5. PROJECT NO. (If applicable)
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6. ISSUED BY OFFICE OF ACQUISITION 701 S 12TH STREET Arlington VA 20598	CODE 20	7. ADMINISTERED BY (If other than Item 6) MISSION ESSENTIALS DIVISION 701 S 12TH STREET Arlington VA 20598	CODE 05
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
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AKAL SECURITY INCORPORATED
Attn: (b)(6)
7 Infinity Loop
Española NM 875326737

9B. DATED (SEE ITEM 11)

x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS05-14-C-SPP011
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10B. DATED (SEE ITEM 13)

CODE 017711888	FACILITY CODE	02/24/2014
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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 X	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. 43.103(a)
	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 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: 85-0279473

DUNS Number: 017711888

The purpose of Modification P00003 to Contract # HSTS05-14-C-SPP011 is to 1) incorporate the DD Form 254 into the Contract in accordance with Section C.7.1 "Security Clearance Requirements" and as a Section J attachment, 2) revise Section H "Special Contract Requirements" to add Clause H.5200.223.002, and 3) update numerous sections of the contract to align with current program requirements.

Discount Terms:

Net 30

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) Daya S. Khalsa, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marlene Kratz
15B. CONTRACTOR OFFEROR Daya S. Khalsa (Signature of person authorized to sign)	15C. DATE SIGNED 4/9/15
	16C. DATE SIGNED 04/09/2015

NAME OF OFFEROR OR CONTRACTOR
AKAL SECURITY 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 Accounting Info: SAV156A00002015SWE010GE000025005900590SPP-59030013 14040000-252Q-TSA DIRECT-DEF. TASK-D FOB: Destination Period of Performance: 03/01/2014 to 11/30/2019 Add Item 00007A as follows:				
00007A	CLIN 00007A Revisions to Section C and J Attachments Obligated Amount: (b)(4)	1	JB	(b)(4)	(b)(4)

The purpose of Modification P00003 to Contract # HSTS05-14-C-SPP011 is to 1) incorporate the DD Form 254 into the Contract in accordance with Section C.7.1 "Security Clearance Requirements" and as a Section J attachment, 2) revise Section H "Special Contract Requirements" to add Clause H.5200.223.002, and 3) update numerous sections of the contract to align with current program requirements.

1. Section C, Statement of Work:

- A. Under Section C "Statement of Work" the following sections have updated to incorporate new or revised requirements that have been modified by the program after contract award. This section also reflects minor edits to language and/or references.
1. Section C.2.1.1 Passenger Screening
 2. Section C.2.5.3 Screening of Passengers by Observation Techniques (SPOT)
 3. Section C.2.9 Procedures for Lost and Unclaimed Personal Property
 4. Section C.4.7 Government Furnished Facilities
- B. Under C.7.1, "Security Clearance Requirements," the DD Form 254 provided herein as "Attachment 1" is hereby incorporated into Contract #HSTS05-14-C-SPP011.

2. Section E, Inspection and Acceptance:

- A. Under Section E.2.4 "QASP Performance Measures" the following sections have been updated to incorporate new or revised requirements that have been modified by the program after contract award. This section reflects minor edits to language and/or references.
1. Performance Measures: Layered Security Hours
 2. Performance Measure: Claims Processing

3. Section F, Deliveries or Performance

- A. Under Section F.3, "Place of Performance," the location "8 Amersterdam Circle, Terminal A" is hereby deleted.

4. Section H, Special Contract Requirements

- A. Under Section H, "Special Contract Requirements," Clause H.5200.223.002 "Section 504 Compliance" is hereby added:

H.5200.223.002 SECTION 504 COMPLIANCE (FEB 2015)

The Contractor/Provider shall comply fully with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities. No otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Provider is awarded a contract and/or receives Federal financial assistance from the Transportation Security Administration. This includes, but is not limited to, providing reasonable accommodations and effective communication to persons with disabilities and ensuring physical accessibility to all participants.

5. Section J, List of Attachments

- A. Attachment J.17 "TSA Assumptions for Staffing Passenger Screening Checkpoints," is hereby deleted in its entirety and replaced with the following attachment which aligns with current screening operations at MCI.
- a. Terminal A is hereby removed from the contract.
 - b. Checkpoint 4 is hereby added under Terminal C. Screening operations at Checkpoint 4 shall commence start of business on April 15, 2015.

ATTACHMENT J.17 TSA ASSUMPTIONS FOR STAFFING PASSENGER SCREENING CHECKPOINTS

J.17.1 MCI Security Screening Checkpoints

The TSA staffing model for MCI is based on the configuration below:

	Passenger Checkpoint	Baggage Area	Staffed Exit Lanes
Terminal B			
Checkpoint 1	2 x-ray machines & 1 WTMD, 1 AIT		1
Checkpoint 2	4 x-ray machines, 2 WTMD, 1 AIT	3 RSEDS machines	3
Checkpoint 3	1 x-ray machine & 1 WTMD		1
Checkpoint 4	3 x-ray machines, 2 WTMD, 1 AIT	2 EDS machines	1
Terminal C			
Checkpoint 1	2 x-ray machines & 1 WTMD, 1 AIT	1 EDS machine	1
Checkpoint 2	2 x-ray machines & 1 WTMD	1 RSEDS machine	1
Checkpoint 3	2 x-ray machines & 1 WTMD	1 EDS machine	1
Checkpoint 4	1 x-ray machine & 1 WTMD		1

Other

On-Screen Resolution (OSR) room - 1
Exit Lanes staffed during operations - 10

MCI AITs do have automatic threat recognition (AIT with ATR).

* RSEDS = Reduced-Sized Explosive Detection System

** EDS = Explosive Detection System (with In-line Baggage System)

J.17.2 Passenger and Baggage Screening Checkpoint Assumptions

The TSA uses the following assumptions when preparing its staffing model.

Passenger Checkpoints

General assumptions:

- Each open X-Ray machine in a checkpoint is considered a lane

- One lane is opened for every 150 passengers per hour
- One STSO is allocated for every checkpoint
- One TDC is allocated for every two lanes
- One LTSO is allocated for every two lanes

For non-AIT configurations (WTMD only):

- One divestiture officer is allocated for every two lanes
- One X-Ray operator is allocated to each lane
- One WTMD operator is allocated to each WTMD (one WTMD may serve two lanes)
- One dynamic officer is allocated to each lane

For AIT Configuration:

- One divestiture officer is allocated for every two lanes
- One X-Ray operator is allocated to each lane
- One WTMD operator is allocated to each WTMD (one WTMD may serve two lanes)
- One dynamic officer is allocated to each lane
- Two AIT operators are allocated to each AIT (one of each gender)

Baggage Screening Areas

- Two operators are assigned to the central OSR location during flight operations, with one STSO present at all times.
- Two individuals at a minimum are assigned per RSEDS, with one STSO readily available.
- Two individuals are assigned per EDS to staff the baggage resolution room(s) associated with the baggage handling systems.

Passenger Checkpoint Staffing Configuration Chart

The chart below addresses each configuration on a stand-alone basis.

	Standard configuration, One lane only, One lane open (One X-Ray, One WTMD, No AIT)	Two-to-One configuration, Two lanes, Two lanes open (Two X-Ray, One WTMD, No AIT)	AIT with Two-to-One configuration, Two Lanes, One lane open (One X-Ray open, One WTMD, One AIT)	AIT with Two-to-One configuration, Two Lanes, Two lanes open (Two X-Ray, One WTMD, One AIT)
Divest Officer	1	1	1	1
WTMD Operator	1	1	1	1
X-Ray Operator	1	2	1	2
AIT Operator	0	0	2	2
Dynamic Officer	1	2	1	2
Image Operator	0	0	1	1
Subtotal	4	6	7	9

TDC	1	1	1	1
STSO	1	1	1	1
Total	6	8	9	11

- B. The approved DD-254 form is incorporated into the contract under Section J as "Attachment J.18- Completed and Approved DD Form 254."
6. A conformed copy of the contract incorporating the above changes is hereby provided as "Attachment 2" to this modification.
7. All other terms and conditions remain unchanged.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 See Block 16C 2114204SPP052

6. ISSUED BY CODE 20 7. ADMINISTERED BY (If other than Item 6) CODE 05

OFFICE OF ACQUISITION 701 S 12TH STREET Arlington VA 20598
 MISSION ESSENTIALS DIVISION 701 S 12TH STREET Arlington VA 20598

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 AKAL SECURITY INCORPORATED (b)(6)
 7 Infinity Loop Espanola NM 875326737
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS05-14-C-SPP011
 10B. DATED (SEE ITEM 13) 02/24/2014

CODE 017711888 FACILITY CODE

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) Net Decrease: -\$16,276,801.50
 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: 43.103 (a)
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 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: 85-0279473
 DUNS Number: 017711888
 Discount Terms: Net 30
 Payment: US Coast Guard Financial Center
 TSA Commercial Invoices
 P.O. Box 4111
 Chesapeake VA 23327-4111
 Accounting Info: SAV145A000D2014SWE010GE000025005900590SPP-59030013
 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)
 Daya S. Khalsa, President Marlene Kratz

15B. CONTRACTOR/OFFICER SIGNATURE 15C. DATE SIGNED 16. (b)(6) 16C. DATE SIGNED
 [Signature] 8-4-14 [Signature] 8/4/2014

NAME OF OFFEROR OR CONTRACTOR
AKAL SECURITY INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	14040000-252Q-TSA DIRECT-DEF. TASK-D Period of Performance: 03/01/2014 to 02/28/2019 Add Item 00000X as follows:				
00000X	ADMIN CLIN: Deobligation of 9 months from CLINs 0001, 0002, 0004, 0004A, 0005, and 0005A due to undelivered services (Protest) Amount (b)(4) Obligated Amount: (b)(4) FOB: Destination Change Item 00001 to read as follows (amount shown is the obligated amount):		MO	(b)(4)	
00001	CLIN 0001 (Optional) Security Screening Services (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown Change Item 00002 to read as follows (amount shown is the obligated amount):	9	MO	(b)(4)	(b)(4)
00002	CLIN 0002 (Optional) Award Fee for Security Screening Services during Base Period (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown Change Item 00004 to read as follows (amount shown is the obligated amount):	1	LT	(b)(4)	(b)(4)
00004	CLIN 0004 Exit Lane Staffing (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown Change Item 00004A to read as follows (amount Continued ...	9	MO	(b)(4)	(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS05-14-C-SPP011/P00001

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
AKAL SECURITY INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	shown is the obligated amount):				
00004A	<p>CLIN 0004 Award Fee for Exit Lane Staffing (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown</p>	1	LT	(b)(4)	(b)(4)
	Change Item 00005 to read as follows (amount shown is the obligated amount):				
00005	<p>CLIN 0005 Behavior Detection Officer labor (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown</p>	9	MO	(b)(4)	(b)(4)
	Change Item 00005A to read as follows (amount shown is the obligated amount):				
00005A	<p>CLIN 0005A Award Fee for CLIN 0005 BDO Labor (b)(4) Amount: (b)(4) (Option Line Item) FOB: Unknown</p>	1	LT	(b)(4)	(b)(4)

The purpose of Modification P00001 to Contract # HSTS05-14-C-SPP011 is to de-obligate funding from the Base Period under Section B, Supply or Services & Prices, and to revise Post-Transition CLINs 0001 and 0002 to be exercised as Optional CLINs. The Government may revise the funding and period of performance of the CLINs upon issuance of an Authorization To Proceed (ATP).

1. Section B, Supply or Services & Prices:

A. Section B is modified to reflect the deobligated amount for the Base Period in the amount of

(b)(4)

2. Section G, Contract Administration Data:

A. In Section G of the Contract, the accounting and appropriation data is modified to deobligate Base Year funding under CLINs 0001, 0002, 0004, 0004A, 0005, and 0005A. The table below reflects the changes:

CLIN	PR	Accounting & Appropriation Data	From	By	To
0001	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D	(b)(4)		
0002	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D			
0004	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D			
0004A	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D			
0005	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D			
0005A	2114204SPP011	SAV145A000D2014SWE010GE0000250059 00590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D			

- B. The total amount funded under Contract HSTS05-14-C-SPP011 is reduced from (b)(4) by (b)(4)
- C. The total value of the contract remains unchanged.
- D. The Post-Transition CLINs 0001 and 0002 are hereby revised in the Contract to be considered "Optional CLINs."

3. All other terms and conditions remain unchanged.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED	
				SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				NONE	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
X	a. PRIME CONTRACT NUMBER HSTS05-14-C-SPP011		X	a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD) 20150105
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)	Revision No. Date (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER=	Due Date (YYYYMMDD)		c. FINAL (Complete item 5 in all cases)	Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT?					
Classified material received or generated under		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO. If Yes, complete the following: (Preceding Contract Number) is transferred to this follow-on contract.	
5. IS THIS A FINAL DD FORM 254?					
In Response to the contractor's request dated		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO. If Yes, complete the following: retention of the identified classified material is authorized for the period of	
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE AKAL SECURITY INC. 7 INFINITY LOOP ESPANOLA, NM 87532		B. CAGE CODE 0KT92	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 10851 N. Black Canyon Hwy, Suite 860 Phoenix, AZ 85029-4755		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE NA		B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE Department of Homeland Security (DHS) Transportation Security Administration (TSA) various government locations within the greater Washington, DC metropolitan area (See Item 13).		B. CAGE CODE	C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THE PROCUREMENT (U) Provide security screening services to DHS TSA.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION	X			l. OTHER (Specify) See Block #13.	X
k. OTHER (Specify)			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct

Through (Specify):

NONE AUTHORIZED

UNLESS CONTRACTOR HAS OBTAINED AUTHORITY TO RELEASE FROM THE DEPARTMENT OF HOMELAND SECURITY: CONTRACTOR SHALL COORDINATE WITH THE COTR AND THE OFFICE OF THE CHIEF SECURITY OFFICER (OCSO) ADMINISTRATIVE SECURITY DIVISION (ASD) ON ALL CHANGES TO THIS GUIDANCE. PRIOR TO RELEASE OF ANY INFORMATION. CONTACT 202-447-5347 to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. Security Guidance. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Reference Item 10 j: "The Contractor is responsible for handling and marking FOUO information in accordance with DHS Directive (MD 11042.1) "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," dated January 6, 2005; Furthermore contractors must sign a special Non-Disclosure Agreement before receiving access to unclassified FOUO information. Contractors with questions on handling DHS FOUO shall contact DHS Office of the Chief Security Officer (OCSO) Administrative Security Division (ASD) at telephone (202) 447-5341."

Reference Item 11a: Contract performance is restricted to Department of Homeland Security (DHS) Transportation Security Administration (TSA) various government locations within the greater Washington, DC metropolitan area and Kansas City International Airport (MCI), Kansas City, MO. Cleared personnel are required to perform this service. All contractor personnel must: be U.S. citizens, have been granted a security clearance by the U.S. Government (Interim Secret clearances are accepted by DHS), have been approved as meeting criteria by DHS CSO, and have been indoctrinated by a Non Disclosure Agreement, Standard Form 312 for this specific program prior to being given any access to such information released or generated under this contract. Immigrant aliens, personnel cleared on an interim basis, or personnel holding contractor granted CONFIDENTIAL clearances, are not eligible for access to classified information released or generated under this contract. Classified material released or generated under this contract is not releasable to foreign nationals without the expressed written permission of the OCSO. Recipients of classified information under this contract may not be released to subcontractors without permission of the DHS OCSO. The contractor and COR will revalidate all billets under this contract with the OCSO annually or when a revised DD Form 254 is issued, whichever is sooner."

Reference Item 11e: Perform Services Only: Contract performance is for security screening services. All classified information received or generated under this contract is the property of the US Government.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements identify the pertinent contracted clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 If additional space is needed.)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL ANTHONY B. SMITH (b)(6)		b. TITLE CHIEF, INDUSTRIAL SECURITY PROGRAM BRANCH (ACTING)		c. TELEPHONE (Include Area Code) (b)(6)	
d. ADDRESS (Include Zip Code) Department of Homeland Security 301, 7th & D Street S.W. Washington D.C. 20528			17. REQUIRED DISTRIBUTION		
e. SIGNATURE ANTHONY B SMITH Digitally signed by ANTHONY B SMITH DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=DHS HQ, ou=People, cn=ANTHONY B SMITH, 0.9.2342.19200300.100.1.1=0849139458.DHS HQ Date: 2015.01.05 12:38:01 -05'00'			<input checked="" type="checkbox"/>	a. CONTRACTOR	
			<input type="checkbox"/>	b. SUBCONTRACTOR	
			<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	
			<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	
			<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER	
			<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY	

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF PAGES 168	
2. CONTRACT NUMBER HSTS05-14-C-SPP011		3. SOLICITATION NUMBER HSTS05-12-R-SPP038	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/23/2012	6. REQUISITION/PURCHASE NO. 2114204SPP011	
7. ISSUED BY CODE			8. ADDRESS OFFER TO (If other than Item 7)				
Office of Acquisition, TSA-25 Transportation Security Administration HQ 601 South 12 th Street Arlington, VA 20598-0025			Same as Block 7				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in <u>1</u> copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, see Section L.9 "Submission of Proposals" of this solicitation until 4:00 PM EDT <u>March 4, 2013</u> .							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Marlene Kratz	B. TELEPHONE (NO COLLECT CALLS) 571-227-1580		C. E-MAIL ADDRESS Marlene.Kratz@tsa.dhs.gov		
11. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS	
X	F	DELIVERIES OR PERFORMANCE				AND OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS		
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN			
Akal Security, Inc. 7 Infinity Loop Espanola, NM 87532-6737				OFFER (Type or print) Sean P. Williams Vice President, Akal Security, Inc.			
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE		17. SIGNATURE	18. OFFER DATE		
Area Code (b)(6)	Number	EXT	ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN				
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$17,343,754.29	21. ACCOUNTING AND APPROPRIATION 5AV145A000D2014SWE010GE000025005900590SPP-5903001314040000-252Q-TSA DIRECT-DEF. TASK-D				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: N/A <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 25 (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
			United States Coast Guard Finance Center TSA Commercial Invoices; P.O. Box 4111 Chesapeake, VA 23327-4111				
26. NAME OF CONTRACTING OFFICER (Type or print) Marlene Kratz			27. UNITED STATES OF AMERICA (b)(6)		28. AWARD DATE 2/24/2014		
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other							

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SECTION A – SOLICITATION/CONTRACT FORM

A.1 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):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	Required by:
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	May 2011	9.108-5(a)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	July 2013	9.104-7(c)(1)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	May 2012	9.108-5(b)

A.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

A.3 TYPE OF CONTRACT

The Department of Homeland Security, Transportation Security Administration (TSA) hereby awards a contract to provide airport Security Screening Services at Kansas City International Airport (MCI). Services are to include comprehensive screening of passengers and baggage. The contract shall consist of a base period and four one year options and will be Firm Fixed Price with an Award Fee.

(End of Clause)

[END OF SECTION]

SECTION B – SUPPLY or SERVICES & PRICES

The Contractor shall be paid the amount identified in the order for complete payment for all services and materials furnished and accepted pursuant to the order. Security Screening Services shall contain all ancillary services and deliverables such as reports.

Base Period

ITEM	Supplies/Services	Quantity	Unit	Unit Price	Amount	
<i>Transition</i>						
0001T*	Transition Phase (In accordance with Section C Statement of Work. Excludes BDOs and Exit Lane Staffing Labor) POP: 3/1/2014 through 5/31/2014	3	Months	(b)(4)		
<i>Post-Transition</i>						
0001	Security Screening Services (In accordance with Section C Statement of Work and includes all required data/reports. Excludes BDOs and Exit Lane Staffing Labor) POP: 6/1/2014 through 2/28/2015	9	Months			
0002	Award Fee for Security Screening Services during Base Period. Excludes BDOs and Exit Lane Staffing Labor award fee amounts. POP: 6/1/2014 through 2/28/2015	9	Months			
<i>Optional CLINs</i>						
0003	Additional Operational Requirements (in accordance with section C.2.6 Additional Operational Requirements) POP: 6/1/2014 through 2/28/2015	1	Lot			
0004	<i>Exit Lane Staffing - Labor only</i> POP: 6/1/2014 through 2/28/2015	9	Months			
0004A	Award Fee for CLIN 0004 POP: 6/1/2014 through 2/28/2015	9	Months			
0005	<i>Behavior Detection Officer Labor</i> POP: 6/1/2014 through 2/28/2015	9	Months			
0005A	Award Fee for CLIN 0005 POP: 6/1/2014 through 2/28/2015	9	Months			
Base Period Total					(b)(4)	

Option Year 1 (if exercised)

ITEM	Supplies/Services	Quantity	Unit	Unit Price	Amount
1001	Security Screening Services (In accordance with Section C Statement of Work and includes all required data/reports. Excludes BDOs and Exit Lane Staffing Labor) POP: 3/1/2015 through 2/28/2016	12	Months	(b)(4)	

1002	Award Fee for Security Screening Services for first period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 3/1/2015 through 8/31/2015	6	Months	(b)(4)
1002A	Award Fee for Security Screening Services for second period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 9/1/2015 through 2/28/2016	6	Months	
Optional CLINs				
1003	Additional Operational Requirements (in accordance with section C.2.6 Additional Operational Requirements) POP: 3/1/2015 through 2/28/2016	1	Lot	(b)(4)
1004	<i>Exit Lane Staffing - Labor only</i> POP: 3/1/2015 through 2/28/2016	12	Months	
1004A	Award Fee for CLIN 1004 POP: 3/1/2015 through 8/31/2015	6	Months	
1004B	Award Fee for CLIN 1004 POP: 9/1/2015 through 2/28/2016	6	Months	
1005	<i>Behavior Detection Officer Labor</i> POP: 3/1/2015 through 2/28/2016	12	Months	
1005A	Award Fee for CLIN 1005 POP: 3/1/2015 through 8/31/2015	6	Months	
1005B	Award Fee for CLIN 1005 POP: 9/1/2015 through 2/28/2016	6	Months	
Option Year 1 Total				

Option Year 2 (if exercised)

ITEM	Supplies/Services	Quantity	Unit	Unit Price	Amount
2001	Security Screening Services (In accordance with Section C Statement of Work and includes all required data/reports. Excludes BDOs and Exit Lane Staffing Labor) POP: 3/1/2016 through 2/28/2017	12	Months	(b)(4)	
2002A	Award Fee for Security Screening Services for first period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 3/1/2016 through 8/31/2016	6	Months		
2002B	Award Fee for Security Screening Services for second period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 9/1/2016 through 2/28/2017	6	Months		
Optional CLINs					

2003	Additional Operational Requirements (in accordance with section C.2.6 Additional Operational Requirements) POP: 3/1/2016 through 2/28/2017	1	Lot	(b)(4)
2004	<i>Exit Lane Staffing - Labor only</i> POP: 3/1/2016 through 2/28/2017	12	Months	
2004A	Award Fee for CLIN 2004 POP: 3/1/2016 through 8/31/2016	6	Months	
2004B	Award Fee for CLIN 2004 POP: 9/1/2016 through 2/28/2017	6	Months	
2005	<i>Behavior Detection Officer Labor</i> POP: 3/1/2016 through 2/28/2017	12	Months	
2005A	Award Fee for CLIN 2005 POP: 3/1/2016 through 8/31/2016	6	Months	
2005B	Award Fee for CLIN 2005 POP: 9/1/2016 through 2/28/2017	6	Months	
Option Year 2 Total				

Option Year 3 (if exercised)

ITEM	Supplies/Services	Quantity	Unit	Unit Price	Amount	
3001	Security Screening Services (In accordance with Section C Statement of Work and includes all required data/reports. Excludes BDOs and Exit Lane Staffing Labor) POP: 3/1/2017 through 2/28/2018	12	Months	(b)(4)		
3002A	Award Fee for Security Screening Services for first period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 3/1/2017 through 8/31/2017	6	Months			
3002B	Award Fee for Security Screening Services for second period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 9/1/2017 through 2/28/2018	6	Months			
Optional CLINs						
3003	Additional Operational Requirements (in accordance with section C.2.6 Additional Operational Requirements) POP: 3/1/2017 through 2/28/2018	1	Lot			
3004	<i>Exit Lane Staffing - Labor only</i> POP: 3/1/2017 through 2/28/2018	12	Months			
3004A	Award Fee for CLIN 3004 POP: 3/1/2017 through 8/31/2017	6	Months			
3004B	Award Fee for CLIN 3004 POP: 3/1/2017 through 2/28/2018	6	Months			
3005	<i>Behavior Detection Officer Labor</i> POP: 3/1/2017 through 2/28/2018	12	Months			
3005A	Award Fee for CLIN 3005 POP: 3/1/2017 through 8/31/2017	6	Months			

3005B	Award Fee for CLIN 3005 POP: 9/1/2017 through 2/28/2018	6	Months	(b)(4)
Option Year 3 Total				(b)(4)

Option Year 4 (if exercised)

ITEM	Supplies/Services	Quantity	Unit	Unit Price	Amount	
4001	Security Screening Services (In accordance with Section C Statement of Work and includes all required data/reports. Excludes BDOs and Exit Lane Staffing Labor) POP: 3/1/2018 through 2/28/2019	12	Months	(b)(4)		
4002A	Award Fee for Security Screening Services for first period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 3/1/2018 through 8/31/2018	6	Months			
4002B	Award Fee for Security Screening Services for second period (Semiannual). (Excludes BDOs and Exit Lane Staffing Labor award fee amounts.) POP: 9/1/2018 through 2/28/2019	6	Months			
<i>Optional CLINs</i>						
4003	Additional Operational Requirements (in accordance with section C.2.6 Additional Operational Requirements) POP: 3/1/2018 through 2/28/2019	1	Lot			
4004	<i>Exit Lane Staffing - Labor only</i> POP: 3/1/2018 through 2/28/2019	12	Months			
4004A	Award Fee for CLIN 4004 POP: 3/1/2018 through 8/31/2018	6	Months			
4004B	Award Fee for CLIN 4004 POP: 9/1/2018 through 2/28/2019	6	Months			
4005	<i>Behavior Detection Officer Labor</i> POP: 3/1/2018 through 2/28/2019	12	Months			
4005A	Award Fee for CLIN 4005 POP: 3/1/2018 through 8/31/2018	6	Months			
4005B	Award Fee for CLIN 4005 POP: 9/1/2018 through 2/28/2019	6	Months			
Option Year 4 Total						(b)(4)

GRAND TOTAL	\$108,878,523.97
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[END OF SECTION]

SECTION C – STATEMENT OF WORK

C.1 INTRODUCTION

The mission of the Transportation Security Administration (TSA) is to protect the Nation’s transportation systems to ensure freedom of movement for people and commerce. In support of that mission, the Screening Partnership Program (SPP) screens passengers and cargo (including checked and carry-on baggage) at commercial airports for explosives, weapons, and other prohibited items through the use of a private, contract screening workforce under Federal oversight. The SPP was established under Congressional mandate through the Aviation and Transportation Security Act (ATSA) of 2001, which requires that “upon approval of an application submitted by an operator of an airport, the screening of passengers and property at the airport under [ATSA] section 44901 will be carried out by the screening personnel of a qualified private screening company [see Section H.2, Qualified Private Screening Companies] under a contract entered into with the Under Secretary [now the Administrator].

SPP has established the following guiding principles:

- **Security is paramount:** Services shall be performed at a level equal to or greater than the level provided by Federal government personnel and comply with Federal passenger and baggage screening standard operating procedures. Security is a “non-negotiable” issue.
- **Customer service counts:** While security is always TSA’s most important objective, ensuring a courteous, professional, and efficient process for passengers and other members of the aviation community is a critical part of the opt out mission.
- **Costs must be competitive:** TSA expects contractors in the SPP to provide screening services at a cost to TSA that is competitive with equivalent Federal screening operations.
- **Create a partnership that leverages strengths of the private and public sectors:** TSA believes the SPP can only achieve its objectives if contract operators and TSA work in close partnership, leveraging private sector innovations and efficiencies with government security oversight.

TSA does not use the terms “partner” and “partnership” as legal terms but only to describe an open, collaborative working relationship. Nothing in the contract or Statement of Work (SOW) shall be construed as a joint partnership or joint venture between the Government and the Contractor. The TSA/Contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship. However, the Contractor remains responsible for providing security screening services that meet the requirements of the TSA.

C.1.1 Scope

The Contractor shall provide security screening services at Kansas City International Airport (MCI), Kansas City, Missouri.

Name of Airport:	Kansas City International Airport
TSA Category:	CAT 1
FAA Airport ID:	MCI
Address:	601 Brasilia Ave Kansas City, MO 64163
Airport Authority:	Kansas City Aviation Department
Jurisdiction:	Kansas City Missouri
Law Enforcement:	Kansas City International Airport Police
TSA Coordination Center:	The Coordination Center (CC) is located in Terminal B.

All security screening conducted within this SOW shall be done in accordance with TSA standard operating procedures (SOPs) and Operational Directives (ODs) related to screening functions. Airport Security Screening Services include, but are not limited to:

- Screening persons both entering and inside the airport’s sterile area;
- Screening baggage and other items destined for an aircraft or airport’s sterile area;
- Travel document checking (TDC);
- Executing security activities on and off airport grounds, also known as layered security programs, such as Visible Intermodal Prevention and Response (VIPR) screening, Playbook, and Screening of Passengers by Observation Techniques (SPOT);
- Training;
- Preventative maintenance of designated screening equipment;
- Temporary screening for pilots and surge requirements (as needed); and
- Screening workforce management.

Services shall be performed at a level equal to or greater than the level provided by Federal government personnel (see Section H.12, Contractor Responsibilities). The security screening services shall prevent the introduction of prohibited articles into the sterile areas of the airport through the application of X-ray imaging technologies, Explosive Detection Systems (EDS), Explosive Trace Detection systems (ETD), Walk-Through Metal Detection systems (WTMD), Hand-Held Metal Detectors (HHMD), Advanced Imaging Technology (AIT), physical search, and other detection methods deployed by TSA at the airport.

The contract is designed to accommodate changes in TSA’s screening procedures based on the evolution of threats, the availability of new security screening technologies, the inclusion of risk-based security initiatives and practices, and fluctuations in airport operations that might mandate different staffing models. This accommodation exists to meet the needs of our stakeholders as they contribute to TSA’s mission of protecting the nation’s transportation systems to ensure freedom of movement for people and commerce.

The Contractor is expected to maintain the security of the airport sterile area daily and year round, during commercial flight operations.

In addition to providing security screening services, the Contractor shall be responsible for conducting airport transition and providing security screening program and personnel management. The SPP will work with the Contractor to integrate best practices and lessons learned from Federal screening operations and previous contracts to continuously seize improvement opportunities. Effective service delivery and Contractor financial management will ultimately translate into cost savings for the Government and improved overall Contractor performance.

C.1.2 Applicable and Referenced Information

The following regulations, policies, and procedures in Table 1 below are applicable to the security screening operation at the airport. Guidance documents are often added, revised or eliminated based on policy and procedural changes. The Contractor shall be responsible for adherence to all updated references which impact their ability to execute the contract. The documents listed are available on the TSA public website, will be made available by the Contracting Officer’s Representative (COR) or other TSA staff, or are located on the SPP WebBoard (an internal SPP information sharing site for the CORs and contractors) after contract award.

Access to certain documents and the SPP WebBoard cannot be granted until a contract has been awarded, and an individual pre-hire suitability determination, has been approved. See Attachment J.1.2, Suitability Determination Requirements for Non-Screeners, for information on suitability determination for non-screeners. After contract award, the Contractor shall provide the COR with the names, email address, and last 4 digits of the Social Security Number of the individuals requiring access the WebBoard. The access request will be submitted to the Program Management Office (PMO) for processing. The contractor will be notified by the PMO when access has been granted.

The documents listed below are referenced in the SOW and other sections of the solicitation:

Table 1: Applicable and Referenced Information

Title/Description*	Solicitation Relevant Section
Aviation and Transportation Security Act (ATSA) of 2001	Section C, H.6, J.5
Executive Order 13495, Nondisplacement of Qualified Workers Under Service Contracts (30 Jan 2009)	C.4.3, C.4.5
Executive Order 12829, National Industrial Security Program (6 Jan 1993)	C.7.1
Executive Order 13526, Classified National Security Information (29 Dec 2009)	C.7.1
Classified National Security Information Implementing Directive No. 1 (22 Sep 2003)	C.7.1
National Industrial Security Program Office Manual (NISPOM) (28 Feb 2006)	C.7.1
DHS Instruction 121-01-011, DHS Administrative Security Program	C.7.1
Service Contract Act (1965)	H.10
Federal Tort Claims Act (FTCA) (25 Jun 1948)	H.13

Homeland Security Act of 2002 – SAFETY Act	H.14
Rehabilitation Act of 1973	H.17
Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910, Occupational Safety and Health Standards	H.23
Occupational Safety and Health Administration (OSHA) standards 29 CFR 1904, Recording and Reporting Occupational Injuries and Illness	H.23
TSA Financial Management Manual	C.2.9
TSA MD 200.7 Records Management Program	E.2.4
TSA MD 200.8 Records Management Files Classification System	E.2.4
TSA MD 200.9 Vital Records Program	E.2.4
TSA MD 200.51, Disposition of Lost and Unclaimed Personal Property Found in TSA-Occupied Space	C.2.9
TSA MD 200.52, Care, Handling, and Disposition of Voluntarily Abandoned Property	C.2.10
TSA MD 1100.73-2, TSO Dress and Appearance Responsibilities	C.4.10
TSA MD 1900.8, Transportation Security Officer Training And Initial Certification Programs	C.5.1
TSA MD 2800.7, TSA Headquarters (HQ) Access Control and Issuance of TSA HQ Photo Access Pass	H.8
TSA MD 1400.3 and Information Technology Security Policy Handbook	H.22
DHS MD 4300A Sensitive Systems Handbook	H.22
DHS IT Security Architecture Guidance Volumes 1, 2 and 3	H.22
DHS/TSA System Lifecycle (SLC)	H.22
TSA MD 2400.1, Occupational Safety and Health Program	H.23
TSA’s National Training Plan (NTP) (updated quarterly on the TSA Online Learning Center)	J.4

Management Directives can be found on the Web by accessing the TSA public website at <http://www.tsa.gov/research-center/management-directives>, and via the DHS website.

TSA will provide SOPs and Operational Directives (ODs) as Government Furnished Information (GFI) to Contractor staff after contract award and upon successful, individual completion of suitability determination per Attachment J.1, Suitability Determinations.

C.2 PROVIDE SECURITY SCREENING SERVICES

C.2.1 Security Screening

The Contractor shall provide security screening services by staffing passenger, baggage, and aviation direct access checkpoints with approved, fully-trained personnel. The Contractor shall also be responsible for meeting the complex scheduling requirements of today's airport environment, to include providing screening services for delayed or unplanned commercial passenger flights, and maximizing the capacity of the screening checkpoint by staffing in a manner that minimizes customer wait times while leveraging the use of TSA's screening technology. This will be accomplished by collaborating closely with the SPP PMO and the Federal Security Director (FSD) for MCI, and by meeting critical performance metrics set forth in contract documents.

As part of security screening, the Contractor, under the direction of TSA and using TSA SOPs, shall:

- Screen persons both entering and inside the airport's sterile area (via passenger checkpoint(s) or other entrance);
- Screen baggage and other items destined for an aircraft or airport's sterile area;
- Prevent, as directed by TSA, persons from entering an airport sterile area from exit lanes; and
- Check travel documents of passengers entering an airport's sterile area for authenticity.

The Contractor shall implement all applicable TSA SOPs, directives, policies, and updates as directed by the COR or FSD. The FSD is responsible for oversight of security screening services and the dissemination of security information, including SOPs, at the airport. The Contractor shall immediately implement security screening-related direction within the scope of work upon receipt of such direction from the COR or FSD.

The Contractor shall follow the operating procedures contained in the SOPs when conducting security screening. The COR or FSD staff will maintain a current copy of the SOPs and provide the Contractor with SOP revisions as soon as they are made available. Implementation of changes will be coordinated with the FSD and the Contractor Program Manager, and involve the COR as needed.

The Contractor shall provide a detailed review of the SOPs as part of each employee's initial training and each time a SOP is modified. No employee shall be assigned to screening duties unless he/she is thoroughly knowledgeable of the SOPs and is certified by the contractor in accordance with TSA standards to perform the assigned duties.

C.2.2 Screening Operation Standards

The Quality Assurance Surveillance Plan (QASP) will be used to ensure the Contractor is compliant with contract requirements, which include ATSA requirements and TSA performance standards. The QASP consists of a number of performance measures aligned with the contract objectives. Each performance measure has an acceptable quality level and grading criteria. Refer to Section E of the contract for specific QASP measures and guidelines.

The Contractor shall meet or exceed the level of performance established by the QASP. Failure to meet the minimum levels of quality may result in Government action up to and including contract termination.

C.2.3 Screening Staffing & Supervision

The Contractor shall adhere to staffing and supervisory guidelines established in the TSA SOPs and ODs in order to provide the required level of staffing and supervision for daily security screening operations. Proper supervision and staffing of screening operations is critical for ensuring consistent and high quality delivery of security screening services in a manner that meets SPP requirements.

C.2.4 Incident Reporting

The Contractor shall immediately notify the FSD and law enforcement of security incidents in accordance with TSA SOPs. The Contractor shall also make immediate notification of a security incident to the COR, and provide a detailed written report within 24 hours. The following is a listing of proper authorities at MCI in event of an incident.

Incident Type	Contact name and phone number
Screening Related	AFSD-Screening, [Provided upon award]
Regulatory Related	AFSD-Inspections, [Provided upon award]
Law Enforcement Related	AFSD-LE, [Provided upon award]

Any incident involving an allegation of criminal activity or significant misconduct by the Contractor, its officers or employees, subcontractors or subcontractor officers or employees, or any incident as identified by the FSD that involves the Contractor, its officers or employees, subcontractors or subcontractor officers or employees, and those that may result in media attention, shall require an immediate notification to the COR and FSD or designee (provided upon contract award), followed by a written report within 24 hours to the COR and FSD or designee.

The Contractor shall cooperate with investigations conducted under TSA's statutory and regulatory authority. The Contractor shall promptly and in good faith comply with and respond to requests for materials to include, but not limited to: documents, personal interviews, employment records, videos, and any other materials identified by authorized investigating officials.

C.2.5 Layered Security Activities

The Contractor shall conduct layered security activities in accordance with TSA SOPs. These activities include:

- Visible Intermodal Prevention and Response (VIPR) screening;
- Playbook activities; and
- Screening Passengers by Observation Techniques (SPOT).

As threats evolve, TSA layered security activities may evolve as well. Modification to the layered security activities listed in this SOW cannot be anticipated; program names may change; and programs may be changed, added, or ended.

The Contractor shall conduct layered security activities as directed by the TSA. The Contractor shall coordinate efforts with FSD and staff to meet readiness and security objectives in response to airport threats and vulnerabilities. The requirements for layered security fall within the purview of TSA security screening operations and are included in the estimated level of effort.

C.2.5.1 Visible Intermodal Prevention and Response Screening (VIPR)

VIPR is a program that provides security screening at locations other than airport the passenger and baggage checkpoints. VIPR screening may take place at special events or at transportation centers, such as subways and train stations. VIPR teams work with local security and law enforcement officials to

supplement existing security resources, provide deterrent presence and detection capabilities, and introduce an element of unpredictability to disrupt potential terrorist planning activities.

The Contractor shall conduct VIPR screening in accordance with the airport specific staffing levels provided in the contract and existing TSA screening procedures. All VIPR activities are planned and directed by the airport FSD. The VIPR function may be performed on or off the airport premises, including, but not limited to special events and other transportation modes, as directed by TSA. The Government estimates that off-airport VIPR operations shall be conducted within the Kansas City Metropolitan area. Contractors will be expected to provide transportation for contractor personnel for each VIPR operation. VIPR operations may be conducted in inclement weather which may compel the use of raingear and cold weather clothing. The Contractor shall be responsible for all transportation and logistics costs associated with performing VIPR screening off airport premises.

C.2.5.2 Playbook Activities

The Playbook concept is designed to create a transportation security system that increases unpredictability, thereby frustrating terrorist plans and potentially deterring attacks. Playbook “plays” are security activities conducted within the airport designed to enhance the security provided by passenger and baggage screening. Playbook is a strategy that provides increased security while relying on existing resources and authorities.

The Contractor shall conduct playbook activities with the airport specific staffing levels provided in the contract and existing TSA SOPs. Playbook activities are planned and directed by the airport FSD. Playbook activities are conducted by private contract screeners and private contract Behavior Detection Officers (BDOs) and the activities accounted for within the estimated level of effort for each airport.

C.2.5.3 Screening of Passengers by Observation Techniques (SPOT)

SPOT is designed to detect individuals exhibiting behaviors that indicate they may be a threat to aviation and/or transportation security. The program employs BDO’s who are trained to identify potentially high-risk individuals based on involuntary physical and psychological reactions. The program is a derivative of other successful behavioral analysis programs that have been employed by law enforcement and security personnel both in the U.S. and around the world. Personnel serving in the role of BDO must have at least one year of experience as a qualified screener and must complete BDO specific training.

The Contractor shall provide trained BDOs to conduct SPOT with the airport specific staffing levels provided in the contract and existing TSA SOPs. SPOT is conducted under the direction of the FSD or the TSA SPOT Transportation Security Managers, as delegated.

C.2.5.4 Required Hours for Layered Security Activities

Activities	Hours (Annual)
Playbook Security Activities	31,108
Transportation Security Officer Playbook activities	6,204
Risk Emphasized Flight Screening Playbook Activities	13,239
Behavioral Detection Officer (BDO) Playbook activities *	11,629
Screening of Passengers by Observation Techniques (SPOT) *	29,519
Visible Intermodal Prevention and Response Screening**	1,789

Required hours listed reflect direct labor hours.

* Note that only BDOs may perform BDO Playbook and SPOT activities.

** The required hours for VIPR operations listed above applies to non-BDO personnel and is for VIPR operations conducted off airport grounds in the airport's metropolitan area. These operations will be planned in advance with the mutual agreement of the government and the contractor. BDO personnel may be included on a VIPR operation, and their activities will be considered as fulfilling the overall BDO playbook and SPOT requirements listed above.

C.2.6 Additional Operational Requirements

C.2.6.1 Execute Short Term Airport Pilot Initiatives or Temporary Surge Requirements

TSA may direct the Contractor to participate in short-term airport pilot initiatives that add to airport security screening effectiveness. Additionally, TSA may also direct the Contractor to perform surge tasks that relate to increased threat levels and/or implementation of security screening pilot programs. However, these shall be implemented only if directed in writing by the Contracting Officer. In such cases the Additional Operational Requirements CLIN will be used to cover these activities. The instructions for completing these requirements shall be handled through modifications using the Changes Clause (FAR 52.243-1).

The results of any pilot initiative may be evaluated by the Government to determine whether it warrants further implementation. The Contractor is advised that any such follow-on efforts will be implemented at the sole discretion of the Government.

C.2.7 Continuity of Operations and Private Contractor Screeners

The Contractor shall be responsible for the continuity of operations (COOP) in the performance of this SOW. The Contractor is expected to anticipate, plan for and mitigate potential, limited staffing shortfalls caused by inclement weather, personnel readiness issues, and other foreseeable factors. The Contractor

shall submit a Continuity of Operations Plan and an Annual COOP Exercise Report (See F.4 Deliverables, #A010 and #A010-A) to meet this readiness requirement and to adhere to Section H.43, Contingency and/or Continuity of Operations Support of TSA Operations. The Contractor shall update the plan upon request from the COR, within the time specified, if events dictate the potential need for plan execution. The COR shall determine if Contractor participation in a TSA-managed exercise is sufficient to meet the requirement to conduct an annual exercise per Section H.43.

In the event of an emergency which would prompt a mandatory evacuation order, the Contractor shall follow policies and procedures as directed by TSA. Specifics regarding this requirement can be found in the SOPs which will be available after contract award and upon successful, individual completion of suitability determination per Attachment J.1, Suitability Determinations.

Private contract screeners and other contract personnel may need to perform the security screening services in this SOW during times of emergency to meet transportation security requirements and ensure public safety. The Contractor shall follow TSA instructions in the event that screening operations are required in an emergency.

The Contractor shall secure the screening area per SOPs in the event of an emergency requiring the cessation of screening operations. The Contractor shall also follow TSA direction and take reasonable precautions, according to the nature of the emergency, to protect TSA property and equipment.

C.2.8 Handle Passenger and Baggage Claims

The Contractor shall document, address, and resolve passenger claims related to the security screening process and baggage handling within sixty days from claim receipt. The Contractor shall not use the Government Standard Form (SF) 95 for the submission of claims. Claim resolutions may include approvals, denials, settlements, and/or payments made to the passenger. A Passenger and Baggage Claims Plan (see F.4 Deliverable Schedule, #A007) pertaining to this requirement shall be submitted by the Contractor to the SPP PMO and the COR/FSD.

The Claims Plan must include:

- The Contractor's own Notice of Inspection (NOI) for SPP PMO and TSA Claims Management Branch (CMB)/ Office of Chief Counsel (OCC) approval, absent of any TSA insignia or reference, and which includes an appropriate toll-free number and website/e-mail address for passengers to obtain claims submission information;
- The Contractor's letters of acceptance and denial of claims for CMB/OCC review;
- The Contractor designed claims submission form and instructions;
- An analysis of Missouri state tort law including, at the minimum, statute of limitations, notice requirements (if any), elements of negligence, status and applicability of *res ipsa loquitur* with respect to checked baggage claims, comparative vs. contributory negligence standards, applicable defenses, measure of damages, not necessarily in the foregoing order; and
- The Contractor shall supply a website link to TSA to be included on the TSA Claims Management and TSA SPP websites.

Reference section H.13, Passenger and Baggage Claims, for further information on the Claims Plan.

The Contractor shall provide a Quarterly Claims Status Report (see F.4 Deliverable Schedule, #A019) that includes: airport name, contractor name, all approvals, denials, settlements, and the number of pending claims that require further adjudication. Reports submitted to the COR by email shall use the following format in the subject line: [Airport code] / [Contractor] / [Reporting Period] (i.e. MCI / J. Doe Security / FY12Q4). No standard template is provided; each Contractor will supply their individual approach.

C.2.9 Procedures for Lost and Unclaimed Personal Property

The Contractor shall comply with TSA policy and procedures as defined in TSA MD 200.51 Disposition of Lost and Unclaimed Personal Property Found In TSA-Occupied Space for the care, handling, and disposal of lost or unclaimed personal property found in airport facilities and occupied spaces, including checked baggage screening areas and Contractor operated screening checkpoints.

Currency (paper and coin) discovered at checkpoints is a special category of lost and unclaimed personal property. Contractors performing checkpoint screening services shall collect, sort, count, store (as necessary) lost or abandoned currency prior to delivery to a TSA employee designated by the COR or FSD. Delivery shall occur on weekly basis at a minimum. The Contractor shall also document the collection in accordance with SOP. The COR may direct the SPP Contractor to deliver on a more frequent basis, or direct other specific handling and documentation procedures consistent with the TSA Financial Management Manual and with SOPs, according to operational need.

C.2.10 Procedures for Voluntarily Abandoned Property (VAP)

The Contractor shall comply with TSA policy and procedures as defined in TSA MD 200.52 Care, Handling, and Disposition of Voluntarily Abandoned Property, for the care, handling, and disposition of VAP collected by the Contractor at airports. The Contractor shall follow the prescribed policies to release VAP to the appropriate authority (as directed by the COR) for disposal.

C.2.11 Procedures for Hazardous Materials

The Contractor shall be responsible for the collection of hazardous materials (HAZMAT) during all screening shifts, and shall deliver all collected HAZMAT as follows:

- If HAZMAT is detected during Checked Baggage Screening, the HAZMAT item(s) shall be turned over to the Airline that has responsibility for the checked baggage.
- If HAZMAT is detected during Passenger screening, the Contractor shall follow TSA procedures for voluntarily abandoned property and prohibited items.
- The Contractor shall follow TSA policy if the Environmental Management System (EMS) is used at the airport.
- The Contractor shall follow TSA policy for the release of HAZMAT to the appropriate authority for disposal as directed by the COR. This includes handling, safeguarding, storing, inventorying, separating, and segregating HAZMAT under TSA direction. TSA shall provide space for the storage and segregation of HAZMAT until final disposition. All necessary training for this requirement is provided by TSA.

Specific procedures for the handling of HAZMAT can be found in the SOPs and in online training which will be available after contract award and upon successful, individual completion of suitability determination per Attachment J.1, Suitability Determinations.

C.2.12 Customer Service and Inquiries

The Contractor shall deal with passengers in a courteous and professional manner, and shall promptly address issues to the extent permitted by operations. The Contractor shall report passenger related incidents, not otherwise reported as security incidents, and passenger concerns to the COR via the Customer Service Log (see F.4, Deliverable Schedule, #A078). Entries shall be submitted within 48 hours of the customer service incident or receipt of concerns. The Contractor shall provide the Log to the COR and FSD upon request, and on a monthly basis, no later than the fifth day of the following month. The log will contain the following information:

- Date of Occurrence, Type of Incident / Inquiry / Issue, Description of the Incident / Inquiry / Issue, Customer Name, Customer Contact Information, Checkpoint Location, Supervisor Name, Screener Name, Source of Information, Date Received by Contractor, Date of Action, Action Taken, Date Customer Contacted, Means of Contact, Date Action Completed, and Follow-up Comments.

The Contractor shall present any inquiries received from passengers and any TSA Regulated Party to the FSD and other TSA staff, as directed, when such inquiries involve security, regulatory or organizational matters under TSA discretion. The Contractor shall also present inquiries when:

- Coordination with the FSD or TSA Headquarters is needed to provide an answer;
- Allegations of improper or lax security are leveled at the FSD or Contractor;
- Civil rights issues or the alleged discrimination by Contractors against passengers or any TSA Regulated Party is involved;
- A member of Congress or DHS / TSA senior leadership is copied on, or believed to be aware of, the inquiry;
- A TSA legal response, an opinion or statement of position is requested;
- Inquiries involving an allegation of criminal activity or significant misconduct by the contractor workforce, or any incident as identified by the FSD that involves the Contractor workforce; and
- Inquiries from the media that may result in media attention.

The Contractor shall report inquiries in conjunction with the Customer Service Log and, barring other specific reporting requirements, is expected to exercise sound judgment regarding the need for an expeditious verbal or written report, according to the nature of the inquiry.

For the purposes of this requirement, an inquiry is defined as any communication (to include letter mail, facsimile, electronic mail, telephone call) from a passenger or TSA Regulated Party that is received by the Contractor, and which requires a response. A “TSA Regulated Party” refers to Aircraft Operators and Airport Operators subject to 49 CFR 1542 and 1544. Contractors may generally exclude the following under this requirement:

- Passenger inquiries of a basic nature that can be quickly resolved, and which do not involve security, regulatory or other matters under Government authority;
- Issues strictly under the purview of Contractor management; and
- Claims for lost, stolen, and damaged property (handle per section C.2.8).

The FSD shall make the determination as to whether the Contractor or TSA shall respond to the inquiry. The Contractor shall answer TSA questions and support fact finding for matters related to the scope of the contract as needed. TSA and the Contractor are expected to work collaboratively in this process.

C.3 CONDUCT AIRPORT SERVICE TRANSITION

C.3.1 Transition Plan

Contractors shall execute an expeditious and successful transition while maintaining security, minimizing any impact on customer service, and providing a considerate and well-managed transition for the affected workforce. Contractors shall complete all pre-transition and transition activities and begin providing security screening services (C.1, C.2, C.4, C.5, C.6, and C.7) no more than ninety (90) calendar days after the start of the Pre-Transition period of performance.

The Contractor shall develop and implement a Transition Plan (see F.4 Deliverable Schedule, #A001) and schedule for the Pre-Transition phase and Transition of the contract after review and approval by TSA. The Transition Plan shall identify how the contractor intends to meet the requirements outlined in the

SOW to successfully accomplish Pre-Transition and Transition, in order to take responsibility for the provision of security screening services. The Plan shall be based on or be an update of the proposed Transition Plan which was evaluated for award. The plan shall include the processes and methodologies for hiring, training, transfer of Government Furnished Equipment (GFE), provision of consumables and uniforms, obtaining facilities and for the operational transfer of security screening services. The plan shall address operational implementation and include a schedule, expressed by a Gantt chart, with dates for meeting pre-transition and the transition milestones. The Contractor shall also include location of Key Personnel and their level of commitment (whether they will participate part-time or full-time during the Pre-Transition phase). In addition, the Contractor shall identify any significant risks they anticipate and provide a description of how they propose to mitigate those risks.

Any operational screening conducted during execution of the Plan (i.e. on-the-job training) is incidental to transitional activities, and does not constitute the “provision of security screening services.”

C.3.2 Pre-Transition Phase

The Pre-Transition phase commences at the start of the period of performance and entails the preparatory activities required to assume responsibility for airport security screening services. The Pre-Transition phase will end when the SPP PMO, COR and FSD accept the Contractor’s operations as ready to initiate security screening services. During this period, the Contractor shall implement their approved Transition Plan and submit to the COR a weekly report on the execution of Pre-Transition activities. The Contractor will not be responsible for staffing any passenger or baggage screening areas during the Pre-Transition phase but may do so to facilitate the transitional process.

C.3.3 Transition

Transition occurs when the Pre-Transition phase requirements have been satisfied and the contractor begins security screening operations. The operational transition may be an incremental process (for example, by terminal, or by checkpoint), but shall be completed no more than 90 days after the start of the Pre-Transition Phase period of performance.

C.3.4 Full Operational Capability (FOC)

The Contractor shall attain FOC after Transition. FOC entails a monitoring period as TSA closely observes the initial performance and management of security screening services. This period will be used to provide reasonable assurance of the Contractor’s ability to perform with minimal guidance from the TSA. Additionally, following Transition, the Contractor may need to conduct logistical and administrative activities associated with the transfer and formal hiring of any existing screening workforce. The SPP PMO, COR and FSD will determine when the Contractor has attained FOC.

C.3.5 Service Migration Plan

The Contractor shall submit a Service Migration Plan (see F.4 Deliverable Schedule, #A072). At a minimum, the plan shall provide the process and procedures for a 30-day migration of responsibilities and include procedures for supporting the maintenance of required security levels throughout the transfer of operational responsibilities from the Contractor’s supervision to another Contractor or the Government. The Plan shall also include details regarding communications and coordination with the new service provider, a screener employee point of contact list (with names, TSA-equivalent positions, email addresses and phone numbers at minimum), and any other relevant information to ensure a smooth migration. The Plan shall also include provision of a complete and full inventory of thirty (30) day inventory of consumables to be transferred to the incoming Contractor. The Plan shall be submitted after initial award, and updated and resubmitted within 14 days of notification by the CO of award to another contractor or the intent to convert the contract (or portions thereof) to federal activity. The Migration Plan shall be implemented at the direction of TSA prior to contract end.

C.4 PROVIDE SCREENING PROGRAM MANAGEMENT

C.4.1 Program Management

The Contractor shall manage the total work effort associated with providing security screening services required in this SOW, subject to TSA oversight. The Contractor shall meet the Government's performance objectives of financial management, workforce management, equipment maintenance and materials management, reporting, responsiveness, customer service, quality control and sub-contractor management (see Section H.15, Subcontract Flow-Down). The Contractor shall also comply with TSA requirements for safety and health.

The Contractor shall designate a single program Point of Contact (POC) for the work effort outlined in the SOW to act as the Contract Program Manager. The individual in the role of Program Manager shall be considered "key personnel" under the contract (see Section I.7 Key Personnel and Facilities). The Program Manager or other designated POC may be required to travel to TSA Headquarters for special meetings and events.

The Contractor shall provide a Program Management Plan (see F.4 Deliverable Schedule, #A006) that explains the processes and procedures the Contractor proposes to follow to manage the total work effort associated with the contract. The plan at a minimum shall include:

- The Contractor's Program Management team with the names of the key personnel, a succession strategy for key personnel, and their level of commitment to the program for each (whether they will hold part-time or full-time positions after the transition phase of the contract);
- The location from which the Program Manager will regularly work after the transitional phase of the contract, and if located off airport grounds, how the Contractor will ensure Program Manager oversight for contractual and operational matters;
- The Contractor's list of subcontractors on the contract, their roles, and the Contractor plan for managing them;
- The Contractor's hiring and staff management processes and procedures and mitigation strategies in case unexpected staffing issues occur;
- The location and purpose of the Contractor's facilities (leased or owned) used for the operational management and logistics support of the contract;
- The processes and procedures used for ensuring compliance of screening equipment maintenance;
- The Contractor's sound financial management processes and procedures including reporting and invoice processing;
- The Contractor's issue escalation and risk mitigation process and procedures and designated points of contact;
- The Contractor's communications processes and procedures for sharing information with the COR and FSD, and for transferring knowledge to the workforce;
- The Contractor's proposed meeting plan and schedule for monthly and quarterly reviews; and
- The Contractor's process for completing the following:
 - Performance and Labor Report
 - Performance Measurement Information System (PMIS) Reporting
 - Quarterly Claims Status Report
 - Maintenance Reporting.

The Contractor may reference other deliverables under the contract where such deliverables satisfy the relevant portions of the Program Management Plan. The Contractor shall implement the Program Management Plan as approved by the COR and PMO (with concurrence by the FSD) after contract award.

C.4.2 Workforce Management

C.4.2.1 Supervision

The Contractor shall provide an appropriate level of supervision for all employees while on duty. The Contractor shall issue guidance to its employees that they are not to represent themselves as TSA employees. The Contractor supervisors shall ensure that security screening checkpoints are staffed in compliance with SOPs. The Contractor supervisor shall maintain constant vigilance and ensure that:

- Each private contract screener is certified, meets certification requirements, and is familiar with their security screening locations, duties and standards as required by TSA SOP;
- Appropriate levels of security are maintained; and
- All contractor personnel behave in a manner that is not inconsistent with applicable Federal laws and guidance (see Section H.11, Non-Personal Services).

Baggage and checkpoint supervisory personnel in charge of security screening services under this SOW shall be available at 24 hours a day, each day, to receive and implement orders or special instructions from the COR or as directed by the FSD concerning matters which affect the operation, protection, and/or security of assigned areas. The Contractor shall constantly evaluate the performance of all Contractor employed security screening personnel and take appropriate corrective measures for all infractions noted in the course of performing assigned security screening duties.

In furtherance of the requirements of 49 U.S.C. §§ 45102(a) and 45107(a), the Contractor shall establish a program to conduct pre-employment, reasonable suspicion, random, and post-accident testing for the use of a controlled substance consistent with the requirements and procedures set forth in 14 CFR Part 120 Subpart E (excluding 14 CFR §§ 120.17 and 120.125) and 49 CFR Part 40, for all employees who perform security screening under this contract. Similarly, the Contractor also shall establish a program to conduct reasonable suspicion, random, and post-accident testing for the use of alcohol consistent with the requirements and procedures set forth in 14 CFR Part 120 Subpart F (excluding 14 CFR § 120.225) and 49 CFR Part 40. However, no reporting to the Federal Aviation Administration (FAA) shall be required. The Contractor shall retain documentation supporting the performance of the above testing for no less than year after each test, and shall make the documentation available to the Government upon request.

An employee who tests positive for the use of a controlled substance or alcohol while on duty, or who refuses to submit to a drug or alcohol test shall be immediately prohibited from performing any work under this contract.

C.4.2.2 Staffing

The Contractor shall provide personnel able to perform mission requirements as specified by this SOW, TSA SOPs and Federal law (see Section H.5, U.S. Citizens and use of Foreign Nationals and Aliens on TSA Contracts, and Section H.21, Strikes or Picketing Affecting Timely Completion of the Contract Work). The Contractor shall respond quickly to resolve staffing deficiencies and shall be audited by TSA periodically to ensure adherence to SOP staffing requirements. The Contractor shall staff and schedule using a gender mix to avoid opposite gender screening.

The Contractor shall submit to the COR the Entry on Duty (EOD) date for each screener who will be on-boarding. If the date changes or the candidate does not on-board, the Contractor shall notify the COR immediately of the change. The Airport, Candidate's name, and EOD date are required in the notification. The Contractor shall respond quickly to resolve personnel security issues and shall be audited by TSA periodically to validate correctness of personnel information.

The Contractor shall submit a Monthly Airport Contractor Employee Report (see F.4 Deliverable Schedule, #A075-A) in accordance with a template provided on the TSA WebBoard. Required information shall include:

- Employee names (first, middle, last) and SSN;
- Employee date and place of birth;
- Position and whether screener or non-screener (if screener, then TSA-equivalent position);
- Notification of any position exchange between (to or from) a role requiring a security clearance and a role which does not require a clearance;
- Notification of any position exchange between (to or from) a screener and non-screener role; and
- EOD, separation and extended leave dates (and reason for extended leave in order for TSA to facilitate the timing and process for an employee's return to duty).

The Contractor shall immediately notify the COR of any terminated employee deemed as a threat to aviation security, or of any situation addressed under Section C.2.4. The Contractor shall notify the COR of any non-hires, separations, terminations, transfers, and extended leaves of absence of thirty (30) days or more within 24 hours of employee departure. Extended leaves of absence may include temporary inactivation of personnel for such reasons as military leave, maternity leave, seasonal employment, or jury duty.

The Contractor shall submit a Staffing Plan (see F.4, #A075) to describe their approach to staffing, and in accordance with Attachment J.16 Staffing Plan Template. The Contractor shall address staffing consistent with its intended hiring, scheduling and other associated plans and approaches. The chart templates in Attachment J.16 shall be used to describe a single year of contractual screening services (post-transition). The plan shall contain narrative to support its rationale for stated amounts and labor category break-downs (i.e. leads vs. supervisors). The narrative shall also include, but is not limited to, any anticipated increases or decreases in overall staffing, the use of part-time employees, and staffing by gender to conduct same-gender, passenger "pat-down" screening.

C.4.2.3 Scheduling

The Contractor shall schedule their workforce in a manner that meets demands for security screening and work closely with TSA staff to satisfy all operational requirements in the contract. The complex nature of the airport environment requires the Contractor to respond quickly to changes in passenger volume or flight schedules in order to meet the operational requirements in the contract. The Contractor shall use screening technology in the priority directed by TSA and shall utilize the capacity of the screening checkpoint to minimize passenger wait times. Operational requirements include scheduling private contract screeners in a manner that facilitates proper and expeditious screening, while alleviating any large buildup of waiting passengers. The Contractor may be required to open adjacent or nearby screening lanes to meet operational requirements. In situations when the passenger volume exceeds the capacity of the checkpoint, the Contractor is expected to schedule screening staff to facilitate proper screening and minimize wait times, while following the directions of the FSD or FSD designee to mitigate security vulnerabilities. The Contractor shall coordinate with the FSD and follow procedures in SOP to address any significant schedule disruption caused by TSA equipment malfunction.

The Contractor shall submit a Scheduling Plan (see F.4, #A077) annually and in the event of major changes to airport design, airline flight schedules and other events that significantly impact screening workforce management. The plan shall detail how the Contractor intends to schedule the work at passenger and baggage screening areas, and for the routine execution of layered security activities, in a manner consistent with airport hours of operation and TSA SOPs. The plan shall be consistent with workforce arrangements in the Staffing Plan (see 4.2.2) and also include the following as a minimum:

- Checkpoint hours of operation and the manning for each passenger and baggage checkpoint;

- Response to any seasonal variation in passenger throughput; and
- The existence of any shift flexibility and its impact on operations.

C.4.2.4 Training Documentation

The Contractor shall update employee qualifications and training records in accordance with the Training Records Management requirements in Attachment J.4, Training Plan Template and Requirements. The Contractor shall track required training, completed training, and compliance with all screener certification requirements. The Contractor shall ensure that the workforce is briefed on and implements any SOP or policy changes by the effective and/or implementation date as required in the SOP or policy. The Contractor shall also provide security training briefs, at the place of performance, to other FSD staff if requested.

The TSA Online Learning Center (OLC) shall be used to complete required courses and related training records for contractors. The Contractor shall obtain employee access to OLC and other TSA systems if required, and shall coordinate access with the COR as needed. The OLC website is located at: <https://extranet.tsa.dhs.gov/elmsgold/user/login.jsp>.

C.4.3 On-Boarding of New Screener Hires Overview

The TSA screener workforce is unique among the public and private sectors in that many of the job requirements are statutory per ATSA. These requirements are summarized in Attachment J.5, TSA Assessment Requirements for Screeners, as well as additional job-related requirements established by TSA consistent with the ATSA mandate to establish screener qualifications. The Contractor shall follow the processes indicated below to hire new private contract screeners:

- Screener Recruiting (J.5.1, ATSA Employment Standards for Private Contract Screeners);
- Screener Assessment (J.5.2 Procedures for Administering the Computer Based Test (CBT));
- Entry on Duty (EOD) Suitability Determination Initiation (J.1, Suitability Determinations); and
- Initial Screener Training (J.4, Training Plan Template and Requirements).

In addition to the ATSA Employment Standards for Private Contract Screeners, Executive Order 13495, Nondisplacement of Qualified Workers Under Service Contracts, shall be applied in the on-boarding process. After successfully completing all aspects of screener assessment and receiving an eligible EOD Suitability Determination from TSA Personnel Security (PerSec), a private contract screener applicant may begin working on the contract and completing training certification requirements. The Contractor shall ensure applicants successfully complete the required New Hire Training (Attachment J.4, Training Plan Template and Requirements) and On the Job Training (OJT) requirements. Continued employment is contingent upon a successful final suitability determination (background investigation). After being hired, private contract screeners must also successfully complete an annual re-certification in accordance with the requirements for annual proficiency review in ATSA.

C.4.3.1 Screener Recruiting

The Contractor shall recruit qualified private contract screener applicants to perform the duties specified under this contract. The Contractor shall ensure the applicants meet the basic requirements for employment screener positions to include U.S. citizenship, age requirement and specific education requirements.

The Contractor shall submit a Hiring Plan to include details of how the Contractor plans to hire and staff screener and non-screener positions at the airport (see F.4 Deliverable Schedule, #A003). The

Contractor's process shall comply with Attachment J.2, SPP Hiring Plan Template and with J.1, Suitability Determination Requirement for Private Contract Screeners.

C.4.3.2 Screener Assessment

The Contractor shall assess new screener candidates by implementing assessment procedures in accordance with the requirements identified in Attachment J.5, TSA Assessment Requirements for Screeners. The Contractor shall ensure that all screener candidates complete the Screener English Test and Screener Object Recognition Test (also referred to as the Screener Assessment Battery or Computer Based Test (CBT)) provided by TSA via the Internet, to cover English language proficiency and image interpretation skills. Procedures for test reservation, scheduling, administering, evaluating, and reporting the results are outlined in Attachment J.5, TSA Assessment Requirements for Screeners. The Contractor shall establish a means to evaluate the required basic aptitude and physical abilities of screener candidates as described in Attachment J.5, TSA Assessment Requirements for Screeners.

All applicants will be required to pass all specified tests, interviews, and other evaluations given during the assessment qualification process demonstrating that they have the necessary skills and abilities for security screener job performance.

C.4.3.3 Entry-on-Duty (EOD) Suitability Determination Initiation

EOD Suitability Determination will be conducted by the TSA. Attachment J.1, Suitability Determinations, describes EOD suitability determination for private contract screener and non-screener contract personnel. The Contractor shall initiate the EOD suitability determination process after contract award and has the responsibility of completing certain required tasks. The full instruction of initiating and proceeding with the EOD Suitability Determination process will be provided after contract award. Individuals not meeting EOD requirements shall not be eligible to work under this contract. Contractor personnel performing duties required in any TSA SOP must be 18 years of age or older at the time of Contractor initiation of the individual employee's EOD suitability determination process.

Any current private contract screener deciding to transition between contractors may not be required to repeat the full EOD suitability determination procedures described in this section if there is no break in the provision of service in transition. The same applies to current federal Transportation Security Officers deciding to transition from federal service to the Contractor. They may be required to update the personnel security information they already submitted to TSA. TSA will communicate necessary requirements during the EOD Suitability Determination process.

C.4.4 On-Boarding of New Hire Non-Screeners Overview

The Contractor shall ensure that personnel requiring access to TSA facilities, equipment, information, and systems are successfully adjudicated under the suitability determination process (See Attachment J.1, Suitability Determinations). Non-screening Contractor personnel are not required to satisfy the same Assessment and Training requirements as screening personnel. The Contractor shall notify the COR within 24 hours upon departure of non-screener personnel from the contract in order for TSA to take appropriate personnel security action.

The Contractor shall initiate the EOD suitability determination process no later than 3 calendar days after contract award, by providing the CO and COR a list of non-screener personnel who will be on the transition team; additional names can be submitted at a later date if necessary. This requirement will enable TSA and the Contractor to initiate the security vetting process for the personnel listed.

C.4.5 RESERVED

C.4.6 Risk Management

The Contractor shall identify the risks that would prevent or negatively impact the successful performance of this SOW and provide methods to avoid, mitigate, or transfer these identified risks. The Contractor shall also state methods in use throughout the life of the contract to continuously monitor and identify new and additional risks if necessary. Risk management shall be documented by the submission of a Risk Management Plan as part of the Contractor's Quality Control Plan and be revised according to changes in the risk environment (see F.4 Deliverable Schedule, #A004).

C.4.7 Government Furnished Facilities

The TSA will provide space to support screening and contract management as Government Furnished Facilities.

TSA intends to make the following facilities available to the Contractor at MCI. Rooms may be shared with FSD staff and other tenants:

Government Provided Space	Amount	Remarks
Break Rooms	3	TSA MCI will provide the break rooms as government furnished space. The break rooms are in good condition. One break room is located in each of Terminals A, B and C.
Training Rooms	3	TSA MCI will provide the training rooms as government furnished space. The training rooms are in good condition. One room is located in each of Terminals A, B and C.

The Break Rooms and Training Rooms are cleaned under the TSA lease with the airport. The Contractor shall clean the checkpoint areas on a regular basis, to include daily trash removal, daily sweeping / vacuuming and dusting or mopping as needed.

C.4.8 Maintenance of Equipment

The Contractor shall provide daily and weekly preventative maintenance of the screening equipment provided by the TSA at the airport in accordance with the requirements defined in Attachment J.6, TSA Government Furnished Property (GFP) Maintenance Requirements and successive updates. The Government will provide a list of GFP including serial numbers after contract award. Contractor shall implement processes and procedures for ensuring compliance of equipment maintenance and shall coordinate with the FSD notification to third-parties for advanced maintenance when required. The Contractor shall provide maintenance training in accordance with New Hire Training guidelines or other government furnished information.

TSA will provide DHS/TSA standard radios to a limited amount of contractor personnel for mobile communications. The Contractor shall take reasonable precautions in the handling of radios and other GFP to prevent abuse and reduce instances of repair and replacement.

In the event of equipment failure or other screening contingencies and surges, the Contractor shall assist in the relocation and return of portable screening equipment and screening related items to support operations at airport checkpoint locations.

C.4.9 Consumables

The Government will provide the Contractor with a thirty (30) day inventory of consumables to support security screening operations. These consumables shall be made available to the Contractor by the Government at the time of contract award. The Contractor shall assume responsibility for the purchase and management of all consumables after the thirty (30) day period. Upon termination of a contract, the Contractor shall provide the Government with a thirty (30) supply of consumables to support security screening operations.

A general list of consumables is included for reference in Attachment J.12, Consumables. Additional categories of consumables may be required during the course of the contract. In such cases the Contractor and COR will coordinate as to whether the purchase should be made by the Government (as GFE) or the Contractor (as Contractor acquired government owned property.)

The Contractor shall deliver a Consumables Management Plan (See F.4, CDRL A074) which describes their processes and procedures that will be followed to ensure that consumables will be provided and managed in order to meet the screening service requirements of the contract. At a minimum, the plan shall detail the Contractor's:

- Approach to the acquisition of consumables;
- Inventory control;
- Provisioning of consumables for screening operations; and
- COR or FSD representative coordination for identifying shortages and approving reimbursement for purchases.

C.4.10 Uniform Management and Appearance

The Contractor shall equip private contract screeners and new hires with uniforms after contract award in order to maintain a security presence and professional appearance for duration of the contract. The Contractor shall ensure that new hires are in uniform upon successful completion of New Hire Training (NHT) and all private contract screeners are in uniform and when executing any part of the SOW. The Contractor shall manage the inventory and control of screener uniforms and insignia (badges and patches) to ensure they are accounted for at all times, and shall maintain documentation of such efforts.

The Contractor shall use uniform badge and patch designs approved by TSA. The Contractor shall submit proposed designs to TSA (see F.4 Deliverable Schedule, #A002) and indicate the general material used in the construction of the badge or patch. The badges, patches and any other insignia cannot contain the following:

- U.S. Transportation Security Administration (or abbreviations such as "TSA");
- U.S. Department of Homeland Security (or abbreviations such as "DHS"); or,
- Logo of the U.S. Department of Homeland Security.

If rejected, the Contractor shall then submit their proposed redesign(s) to TSA within five (5) business days of receiving notice from the TSA.

The Contractor shall submit a Uniform Management and Appearance Plan (see F.4, Deliverable Schedule #A008). The Plan shall be consistent with TSA MD 1100.73-2, TSO Dress and Appearance, and any secondary references therein, and shall describe the following:

- Physical appearance standards for screener personnel;
- A description of uniform items, and approved badges and patches;
- Guidance for the wear of uniforms;
- Measures employed to safeguard new and issued uniform and insignia as to prevent use by personnel unauthorized to work on the contract;
- Disposal of uniform items; and
- Other approaches to uniform management or appearance standards as adopted by the Contractor.

C.4.11 Safety & Health Requirements

Establishing occupational safety in the TSA workplace contributes to the mission of SPP by enabling the Contractor to maintain an appropriate staffing level needed to conduct screening operations. The Contractor shall meet occupational safety and health requirements, including, but not limited to, safety and health reporting, investigation and taking other related actions reasonably directed by TSA. A full description of this requirement is located in Section H.23, Safety and Health – TSA Contracts.

C.5 CONDUCT SCREENER TRAINING

C.5.1 Screener Training

TSA has designed, developed, and deployed national screener technical training to the screener workforce including screeners, lead screeners, and supervisory screeners. All required screener technical training curricula and associated equipment will be provided by TSA as Government Furnished Information (GFI). Training for the travel document checking function will also be provided to the Contractor as GFI. Enhancements and modifications may be made to these curricula by the Government to ensure compliance with all applicable SOPs and to further improve screener performance. The Contractor shall conduct major training activities as outlined in Attachment J.4, Training Plan Templates and Requirements. See TSA MD 1900.8 for additional background regarding training definitions and training requirement summaries.

The Contractor shall develop, update, and implement a Training Plan (see F.4, #A005) that will articulate how the Contractor intends to meet TSA training requirements for private contract screeners. The Contractor shall initiate the implementation of this plan while transitioning to assume responsibility for security screening operations. Refer to Attachment J.4, Training Plan and Templates and Requirements, for more information on TSA's training requirements for screeners. The Contractor shall revise its training plan to reflect enhancements and modifications to the TSA training curricula if needed.

TSA may direct the Contractor to participate in or complete training at locations off airport grounds. Travel may be needed to attend special training as approved by the CO. In such cases, the Additional Operational Requirements CLIN will be used to cover the cost of travel outside of the local area, as defined by the Federal Travel Regulation (FTR), for training required by the TSA. The travel described is for official business only and shall be conducted in accordance with the FTR.

C.5.2 Other Training

TSA may introduce classroom provided, developmental training for training instructors and screeners during the course of the contract that may not be classified as required technical training for contract employees. Therefore, the Contractor is advised to seek clarification from the COR or CO regarding the

requirement to send personnel to training not clearly tied to the basic technical training curriculum. In the event the training is not mandatory, the TSA may consider contract employee attendance at the Contractor's own expense, depending on the nature of the training and availability of space.

The Contractor is encouraged to develop the professional skills of the contract staff in a manner that improves technical expertise, managerial expertise and customer service. If implemented, Contractor training shall not deviate from TSA security training, SOPs and security directives, and the fundamental scope of work. The Contractor should maintain documentation of any such workforce training that may improve the ability to contribute to the management and conduct of security operations.

C.6 DELIVERABLES AND CERTIFICATIONS

C.6.1 Introduction

The Contractor shall supply deliverables as scheduled and in the format prescribed by TSA. The SPP WebBoard contains templates for several deliverables. Access to the SPP WebBoard will be provided to the Contractor after contract award and upon successful, individual completion of the EOD suitability determination per Attachment J.1; Suitability Determinations (see section C.1.2, Applicable and Referenced Information, for more information regarding the SPP WebBoard).

C.6.2 Deliverable Management

The Contractor shall develop and submit deliverables in accordance to the Deliverable Schedule and to the appropriate recipient(s) (see section F.4, Deliverables Schedule, for details). Deliverables required by SOP shall be submitted according to the procedures therein; the Contractor may contact the COR or FSD staff for guidance as needed. If required by TSA, the Contractor shall also submit deliverables in a format which supports TSA management control and oversight activities.

C.6.3 Address for Deliverables

The Contractor shall use the following e-mail addresses for the submission of deliverables to the COR and CO as necessary.

COR: **TBD**
E-mail address: TBA

CO: **TBD**
E-mail address: TBA

C.6.4 Contract Data Requirements List

The Contractor shall provide the reports and plans listed in the Contract Data Requirements List (CDRL) as shown on Section F.4, Deliverables Schedule. The format for the delivery of these reports can be found on the secure TSA SPP WebBoard at <https://webboards.tsa.dhs.gov>. Contractor format is acceptable upon COR approval for report and plan templates not found on the TSA SPP WebBoard.

If a report/plan is due quarterly, the quarterly date is based on a Government Fiscal Year (FY) Quarter. Also, if a report is due annually, the annual date is at the end of the Government FY, unless stated otherwise.

Plans submitted to TSA shall focus on steady-state operations, with the exception of the Transition Plan and the Migration Plan, which shall address transitional or service migration activities. Additionally, the

Contractor shall submit special reports or answer specific requests for information as required by the COR in order to assess operational security and screening readiness issues.

C.7 SECURITY REQUIREMENTS

C.7.1 Security Clearance Requirements

Contract personnel in the role of Program Manager, and private contract screener(s) at the level of Supervisory Transportation Security Officer and of Behavior Detection Officer, must have a SECRET security clearance to support the contract. The requirement for possession of a SECRET security clearance may include other contractor positions in the future, as determined by TSA. Once a SECRET security clearance is obtained, personnel shall maintain their clearance throughout the life of the contract. Loss of a SECRET security clearance will result in their inability to serve and removal from the contract. The Contractor may propose other contract personnel for a SECRET security clearance based on bona fide operational need. These proposed requests shall be submitted to the COR for approval, and if approved by the COR, transmitted to the SPP Program Office and Contracting Officer for final determination. The SECRET security clearance requirement does not eliminate the requirement for all contractors (screener and non-screener positions) to be vetted by the TSA prior to working on the contract. The Contractor shall submit all clearance requests to the COR and follow the processes provided by TSA, after award, to obtain clearances. The Contractor shall submit a monthly Security Clearance Report (see F.4, CDRL #A073) per the Contractor's own template (unless TSA provides a template), and at a minimum shall include the following information for every contract employee with a need for a clearance:

- Airport Code;
- COR Name;
- Contractor Name (company);
- Facility Security Officer;
- Date Facility Clearance (FCL) Obtained ;
- The last 4 digits of the contract employee's Social Security Number;
- Contractor's Last Name;
- Contractor's First Name;
- Contractor's position;
- Status of Contractor's employing company as either "Prime" or "Sub";
- Entry On Duty (EOD) Date;
- Date which the contract employee initiated the application process for the clearance;
- Date which the contract employee received the clearance;
- Date which the contract employee's Visit Authorization Letter (VAL), demonstrating receipt of personnel clearance, was submitted to TSA via COR. (Report once after VAL submission; the employee may be removed from subsequent reports.); and
- COR approval date for any clearance position not specifically mentioned in this SOW.

Contracting firms which employ personnel requiring a SECRET security clearance shall maintain a facility security clearance (FCL) at the SECRET level. TSA will sponsor facility clearances for the purpose of this contract. If required, the Contractor shall apply for a facility clearance upon notification from the Defense Security Service (DSS). Failure to establish a security clearance program may result in termination of the contract. The Contractor shall not seek any personnel security clearance (PCL) until the DD Form 254, Department of Defense Contract Security Classification Specification, has been incorporated into the contract. The Contractor shall submit a Visit Authorization Letter (VAL) to the COR to demonstrate that personal clearances have been obtained. Any costs incurred for obtaining personnel and facility security clearances are incumbent upon the Contractor.

It is anticipated that access to classified information at the SECRET level will only be provided at a TSA facility that has safeguarding storage at the SECRET level. If operations dictate direct handling of classified information then the Contractor will store and safeguard classified material in accordance with Executive Order 13526, Classified National Security Information, and DHS Instruction 121-01-011, DHS Administrative Security Program, at the SECRET level in support of program office requirements. Additionally, in accordance with the National Industrial Security Program Office Manual (NISPOM) Chapter 5, Section 5-502, the Contractor is authorized to disclose TSA classified information to cleared subcontractors when access is necessary to perform tasks or services for fulfillment of a prime or subcontract. However, prior written approval by the contracting officer or his/her designee is required. Per the NISPOM Chapter 5, Section 5-506, the Contractor shall not disclose classified information received or generated under this TSA contract to any other Federal agency unless specifically authorized in writing by the TSA Program Office that has classification management jurisdiction over the information and the TSA COR. Per the NISPOM Chapter 5, Section 5-509, the Contractor shall not disclose classified information to another contractor except to support a contract, subcontract or other TSA purpose." The Contractor must first obtain prior written approval from the responsible contracting officer or his/her designee before it exercises any actions authorized by NISPOM Chapter 5, Sections 5-502, 5-506, and 5-509. Additional guidance regarding the operational use of classified information will be provided after contract award and upon successful, individual completion of suitability determination per Attachment J.1, Suitability Determinations.

Access to Documentation: The Contractor may be granted access to classified national security information when its FCL has been verified by the TSA Industrial Security Liaison. Only Contractors who have a current FCL at the SECRET level will be granted access to classified material. After contract award, a DD Form 254, Department of Defense Contract Security Classification Specification, will be completed and signed by the DHS Administrative Security Division (ASD) for distribution to TSA in order for the Contractor to have access to classified information.

National Industrial Security Program: Companies develop, test, and provide most of the U.S. defense and homeland security technology. Much of this technology is classified and plays an important role in safeguarding the nation's critical infrastructure information. Executive Order 12829, The National Industrial Security Program (NISP), is a single, integrated cohesive industrial security program that was created to protect classified information and to preserve the National's economic and technological needs. The Defense Security Service (DSS) administers the NISP on behalf of the Department of Defense and 23 other federal agencies within the Executive Branch, including the Department of Homeland Security. General guidance regarding obtaining and managing facility and personnel security clearances can be found on the DSS website under the Industrial Security link at www.dss.mil.

C.7.2 Sensitive Information and IT Security Requirements

The Contractor shall protect all DHS and TSA sensitive information to include Sensitive Security Information (SSI). The Contractor shall adhere to the guidelines provided in Section H.1, Dissemination of Information, and Section H.18, Requirements and Duties for Handling Sensitive Security Information (SSI). In addition to the guidance in Section H.1 and H.18, the Contractor shall not remove SSI from the place of performance without permission from the CO.

All Contractor employees shall receive TSA IT Security Awareness Training within 60 days of assignment to the contract. Refresher training shall be completed annually thereafter. The Contractor shall also adhere to Section I.5, Security Requirements for Unclassified Information Technology Resources, and to Section H.22, Contractor Security Requirements which address the following information security issues:

- Security Policy;
- Controls;
- Interconnectivity and Remote Access;
- Data Security;

- Certification and Accreditation (C&A); and
- Audits.

In accordance with Section I.5, the Contractor shall provide, implement, and maintain an IT Security Plan per Section F.4, Deliverable Schedule, #A076.

The Contractor shall secure Government furnished IT equipment in its possession at all times, such as through the use of cable locks as appropriate. The Contractor shall also provide reasonable protection from dust and dirt for Government furnished IT equipment located in areas regularly inhabited by private contract screeners.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking

(a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate protection to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The contractor shall be fully liable for any damage, deterioration, or losses incurred during shipment, handling, and installation which is attributable to improper packaging.

(c) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(d) Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with change 1 dated 31 July 1997 and change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995.

(<http://nsi.org/Library/Govt/Nispom.html>)

(e) The Contractor shall place identical requirements on all subcontracts.

D.2 Reports and Other Documentation

All reports shall be marked with the contract number. All reports shall be electronically submitted (unless otherwise specified) 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. Reports and other documentation shall be packaged, packed and marked to ensure arrival at destination in a satisfactory condition. Containers and wrapping shall conform to best commercial practice.

[END OF SECTION]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 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):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov>

Clause	Title	Date	FAR Prescription:
52.246-4	Inspection of Services-Fixed Price	Aug 1996	46.304
52.246-11	Higher-Level Contract Quality Requirement	Feb 1999	46.311
52.246-15	Certificate of Conformance	Apr 1984	46.315

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.2.1 Introduction

The Quality Assurance Surveillance Plan (QASP) shall be used to ensure the Contractor meets ATSA requirements, is compliant with contract requirements, and meets TSA performance standards. The Award Fee Plan (AFP) is designed to reward the Contractor for superior performance. An AFP provides an additional incentive to the contractor for superior quality performance that will benefit TSA.

The QASP consists of a number of performance measures aligned with the contract requirements:

1) Maintain a high level of security, 2) Provide world-class customer service, 3) Develop a robust screener workforce, and 4) Foster a strong public-private partnership.

E.2.2 Quality Assurance Surveillance Plan

The QASP shall be used to ensure the Contractor meets ATSA requirements, is compliant with contract requirements, and meets TSA performance standards. Each performance measure has an acceptable quality level (AQL) and grading criteria.

TSA reserves the right to update the QASP as needed based on changes in the development of performance monitoring or performance requirements for those items directly applicable to the work performed under Sections C and J of this contract. TSA expects to add and refine performance measures throughout the life of the contract. The TSA anticipates adding performance measures for items such as covert testing (known as ASAP) results, percentage of AIT machine hours open, percentage of bags opened, TDC selectee miss rate, and customer satisfaction rates or indices based on local collection efforts.

Unless specifically stated otherwise, performance on all aspects of the contract may be evaluated for compliance with the terms and conditions of the contract, or TSA procedures and protocols, and be

subject to the provisions of subsections E.2.3 and E.2.4 and any clauses within the contract concerning failure to deliver.

E.2.3 Performance Monitoring

Section 108 of ATSA states that a contractor may provide screening services at an airport only if the Administrator determines and certifies to Congress that the level of screening services and protection provided at the airport under the contract will be equal to or greater than the level that would be provided at the airport by Federal Government personnel.

The government shall use the following quality assurance surveillance techniques:

Performance Management Reviews – Performance Management Reviews (PMRs) shall be conducted on a monthly basis. The Contractor shall be responsible for submitting agenda items to the COR for review 2 days prior to the scheduled meeting. The Contractor shall collect and prepare minutes of the meeting and submit them to the COR, CO, and SPP PMO no later than 3 business days after the meeting.

The three objectives of the Performance Management Reviews are to:

- Monitor the Contractor’s performance to ensure compliance with the performance measures set forth in this document;
- Ensure an open communication channel between the TSA, Contractor, and airport; and
- Identify and resolve potential issues that may impact the level of performance in the services required (e.g. risk management).

Monitoring - Random and scheduled monitoring will be conducted to:

- Ensure compliance with contract requirements;
- Make certain that data provided to support the performance measures specified in the Contract are collected appropriately; and
- Observe screening operations to evaluate airport specific techniques, tools, and challenges.

Third Party Audits – Third Party Audits may be conducted to ensure:

- Compliance with accounting/financial standards; and
- Claims made by the Government or Contractor are substantiated.

Executive Scorecards and Other Performance Reports – The TSA Office of Security Operations has a robust performance management group responsible for monitoring and analyzing operational performance. This group, as well as others, produces periodic reports covering operational performance at airports. The current state of performance management as applicable to SPP is reflected through the QASP to ensure compliance with provisions in 49 U.S.C. §44920. Due to the dynamic nature of TSA’s mission, performance management may change rapidly in advance of contract modifications. The TSA reserves the right to review applicable performance measures not included in the QASP with the expectation of the contractor’s responsiveness to TSA requests for improvements.

E.2.4 QASP Performance Measures

Performance Measure: TIP Detection Rate

Threat Image Projection (TIP) program software inserts images of prohibited items into bags processing through an X-ray machine. The contractor shall be evaluated on how well its workforce identifies these threat images. The FSD staff as well as the TSA TIP Office will monitor TIP results from these machines.

Acceptable Quality Level	Category average for the preceding fiscal year <i>As the category average varies from fiscal year to fiscal year, the SPP office shall provide the acceptable quality level at the start of each Fiscal Year. TIP data is considered Sensitive Security Information and will be provided after contract award.</i>
Grading criteria	Number of successfully detected images / Number of images presented
Data Source	TIP Program Office

Performance Measure: IED Drill Pass Rate

TSA uses a robust testing program to ensure security protocols are effective and followed. This program tests an officer's ability to detect improvised explosive devices using X-Ray and AIT machines.

Acceptable Quality Level	Category average for the preceding fiscal year <i>For this measure only intermediate level tests will be used.</i> <i>As the category average varies from fiscal year to fiscal year, the SPP office shall provide the acceptable quality level at the start of each Fiscal Year. IED drill data is considered Sensitive Security Information and will be provided after contract award.</i>
Grading criteria	Number of successfully passed IED drills / Total number of IED drills completed
Data Source	PMIS

Performance Measure: AIT Utilization Percentage

The TSA has invested heavily in advanced imaging technology as the primary means of screening passengers/others at screening checkpoints. At an operational level AIT machines (where installed) shall be the primary screening protocol and in accordance with TSA procedures of AIT lanes" open first and close last;" screening lanes with AIT machines shall be operational before screening lanes with only WTMDs. Further, screening lanes with only WTMDs shall close before screening lanes with AIT machines.

Acceptable Quality Level	75 percent <i>The TSA reserves the right in change the AQL for this measure with 14 days notice.</i>
Grading criteria	Customer throughput screened by AIT machines / Total customer throughput
Data Source	PMIS

Performance Measure: AIT Utilization – Hours of Operation

The TSA has invested heavily in advanced imaging technology as the primary means of screening passengers/others at screening checkpoints. At an operational level AIT machines (where installed) shall be the primary screening protocol and in accordance with TSA procedures of AIT lanes” open first and close last;” screening lanes with AIT machines shall be operational before screening lanes with only WTMDs. Further, screening lanes with only WTMDs shall close before screening lanes with AIT machines’

Acceptable Quality Level	100 percent
Grading criteria	Were all AIT machine screening lanes open and being utilized before WTMD lanes were opened?
Data Source	FSD audits

Performance Measure: SOP Compliance

The Contractor shall be evaluated on both random and scheduled compliance audits conducted by FSD or program staff or reported by the contractor during the period of performance. Compliance audits shall include local procedural guidance in addition to applicable SOPs.

Acceptable Quality Level	90% <i>The AQL for this measure is set by program policy.</i>
Grading criteria	Number of compliant observations / Number of total observations <i>One audit may contain multiple observations of SOPs. The government reserves the right to request corrective action plans (see below) for egregious SOP violations.</i>
Data Source	COR and FSD Staff audit records PACE Evaluation reports

Performance Measure: Layered Security Hours

In addition to checkpoint and baggage screening duties, the Contractor may also be required to

perform activities like Screening of Passengers by Observation Technique (SPOT) and Playbook duties. If the contractor is not required to perform Playbook or SPOT, this measure shall not be evaluated.

Acceptable Quality Level	Completion of 95% of required layered security activities <i>Mutually agreed staffing levels shall be determined at the start of each fiscal year and based on the program's and FSD's determination of layered security needs. Staffing levels shall be within agreed contractual limits (see airport specific information).</i>
Grading criteria	1. Number of playbook hours conducted (TSO and BDO) / Required playbook hours 2. Number of SPOT hours conducted / Required SPOT hours <i>Both calculations outlined above must meet or exceed the Acceptable Quality Level.</i>
Data Source	Playbook hours: PMIS SPOT hours: Performance and Labor report

Performance Measure: Maintenance

The Contractor shall ensure that preventative and shift maintenance is done; that equipment, property, and material inspected are well-kept and recorded on a Maintenance Log. The Contractor shall be evaluated on random maintenance audits conducted by Government staff during the period of performance.

Acceptable Quality Level	100% <i>The AQL for this measure is set by program policy.</i>
Grading criteria	Number of compliant observations / Number of total observations <i>One audit may contain multiple observations.</i>
Data Source	COR records

Performance Measure: Training

The Contractor shall ensure that its workforce completes all required training.

Acceptable Quality Level	100% <i>The AQL for this measure is set by program policy.</i>
Grading criteria	Total required courses completed / Total courses required during the period <i>The grading criteria applies to all certified screeners; TSO, LTSO,</i>

Data Source	STSO, and BDOs. Online Learning Center and COR records
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Performance Measure: Continual Certification Pass Rate

Technical Proficiency Reviews shall be conducted for Screeners, Lead Screeners, Supervisory Screeners, and Behavior Detection Officers to evaluate knowledge of Standard Operating Procedures (SOP) , Image Proficiency (IMA), Practical Skills Evaluations (PSE), OSARP Mastery Assessments (OMA), Job Knowledge Tests (JKT) (BDOs only), BDO SPOT TSM operational audit (BDOs only) and BDO SPOT proficiency checklist (BDOs only).

Acceptable Quality Level	Category average for the preceding Fiscal Year <i>This information is considered Sensitive Security Information and will be provided after contract award.</i>
Grading criteria	<ol style="list-style-type: none"> 1. Number of IMA tests passed on first attempt / number of IMA tests (if given) 2. Number of PSE tests passed on first attempt / number of PSE tests (if given; screeners and BDOs) 3. Number of OMA tests passed on first attempt / number of OMA tests (if given) 4. Number of JKT tests passed on first attempt / number of JKT tests (if given) 5. BDO SPOT TSM operational audits passed on first attempt / BDO SPOT TSM operational audits completed (if given) 6. Number of BDO SPOT proficiency checklist passed / Number of BDO SPOT proficiency checklist completed (if given) <p><i>This performance measure is subject to the availability of data. Contractor must meet or exceed the acceptable quality level for each of the calculations listed above. As category averages for this measure vary year-to-year, the contractor shall be notified of the acceptable quality level at the start of each fiscal year. A test shall be considered any formal evaluation of an individual, and not the cumulative evaluation of evaluation of a component. If a component affords an individual three attempts to “pass” each attempt shall be considered a test.</i></p>
Data Source	PASS office

Performance Measure: Claims Processing

Contractors shall resolve claims within 60 days (with the exception of extraordinary circumstances, i.e. further adjudication).

Acceptable Quality Level	100%
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Grading criteria	Number of claims resolved within 60 days of receipt / number of claims received
Data Source	Performance and Labor Report

Performance Measure: Negative Customer Contacts per 100,000 customers

The TSA operates a consolidated contact center for the entire agency for customers to call for inquiries of all dimensions such as general questions, or compliments and complaints. Customer contacts are recorded and analyzed for appropriate action. Negative customer contacts or complaints are a particular concern as they reflect poorly on the TSA. TSA strives to minimize negative customer experiences.

Acceptable Quality Level	Category average for the preceding fiscal year <i>As the category average varies from fiscal year to fiscal year, the SPP office shall provide the acceptable quality level at the start of each Fiscal Year. The AQL will be provided at contract award.</i>
Grading criteria	Number negative customer contacts* / product of total customer throughput / 100,000 <i>* There is no standard definition of a negative customer contact, but complaints about processes or items not in the control of individual security officers are not recorded as negative customer contacts. Additionally, egregious or particularly specific complaints are sent to the TSA customer service/stakeholder manager for action. This information will be made available to the contractor once received. All customer contacts concerning an airport can be provided upon request of the contractor after contract award.</i>
Data Source	Contacts – TSA Contact Center Throughput – PMIS

Performance Measure: Percentage of Passengers Wait Time

TSA strives to maximize positive customer experiences, while minimizing negative ones. In that aspect, the length of time a customer waits for screening is an important bench mark, though it does not trump security. TSA staffing protocols are designed to minimize customer wait times to 10 minutes or less while screening each individual properly. Wait times in excess of 10 minutes are considered excessive unless caused by the designed checkpoint capacity which are outside of TSA and contractor control.

Acceptable Quality Level	Percentage of customers waiting 10 minutes or less: 99 percent Percentage of customers waiting 20 minutes or less: 99.5 percent Percentage of customers waiting 30 minutes or less: 100 percent
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Grading criteria

Number customers waiting more than 10 minutes / Total customer throughput

Wait times are recorded at the beginning of each hour as is throughput in accordance with TSA standards for each checkpoint. For purposes of this measure, TSA will use the throughput and the wait time for the same time. For example, if there is a 25 minute wait recorded at 8:00 a.m. Then the throughput recorded at 8:00 a.m. will be used.

Data Source

Wait Time – PMIS

Throughput – PMIS

Performance Measure: Workforce Management

Managing the workforce in a manner which limits risks in the area security screening (as outlined in the statement of work) is an important objective to the Screening Partnership Program. Workforce management is a primary responsibility of the contractor and workforces vary from location to location and from organization to organization. Performance measurement in this area is limited to those items which most directly impact TSA’s mission.

Acceptable Quality Level

80%

Grading criteria

Number of questions answered yes / Total number of questions

Contractor performance shall be evaluated using the questions below.

1. Did the Contractor have a Scheduling Plan (CDRL #A077) to accommodate scheduling demands, seasonal shifts in workloads, and optimization of the workforce?
2. Did the contractor provide an appropriate level supervision for all employees on duty (C.4.2.1)?
3. Was the required number of IED drills completed (as outlined in the applicable program plan)?
4. Did the contractor complete the required number of hours for layered security?
5. Did all contractors receive a favorable enter-on-duty determination prior to beginning any work on the contract?
6. Are contract screeners compensated equally in accordance with the contract and validated through the quarterly Compensation and Other Benefits Certification?
7. Was all required training completed?
8. Did the contractor attempt to minimize workforce injuries?
9. Did the contractor conduct records management in accordance with TSA management directives (MD 200.7, Records Management Program, MD 200.8 Records Management Files Classification System, MD 200.9 Vital Records Program)?
10. Did the contractor follow all SSI rules and policies?
11. Did the contractor handle VAP in accordance with TSA

- policies?
12. Did the contractor follow TSA procedures for handling hazardous materials?
 13. Did the contractor conduct drug testing; at initial hire, upon reasonable suspicion, and randomly?
 14. Were playbook activities or other security operations rescheduled or cancelled due to screener absenteeism? ¹
 15. Did workforce attrition cause the rescheduling or cancellation of playbook or security activities? ¹

¹ This question is phrased to ensure clarity. A “no” answer to this question, shall be considered a “yes” for purposes of the QASP.

The contractor shall be evaluated as either a yes or no for each question. Any “no” answer shall be documented in writing by the government.

Data Source

Program Office, COR and FSD records – staffing, playbook activities, workforce plan

PMIS – absenteeism, TSA attrition, number of IED drills

Performance and labor report – Contractor attrition

Performance Measure: Communication

Communication is an essential element of the Screening Partnership Program’s overall objectives of fostering a solid private-public partnership. The contractor shall be evaluated on communicating with the FSD/COR/Acquisitions/PMO as stipulated by the contract.

Acceptable Quality Level

80%

Grading criteria

Number of questions answered yes / Total number of questions

Contractor performance shall be evaluated using the questions below.

Contractor performance shall be evaluated using the questions below.

1. Did the contractor respond to 95 percent of all TSA concerns and requests in the manner and timeline directed?
2. Did the contractor report all incidents in a timely and accurate manner?
3. Did the Contractor report all issues in a timely and accurate manner?
4. Did the Contractor deliver all applicable reports listed in the Contract Data Requirements List (CDRL) section of the contract accurately and on time?
5. Did the contractor complete all required PMIS reports for the period being evaluated?
6. Were 95 percent of all deliverables and requests accurate upon delivery?
7. Did the contractor communicate the results of drug testing?

The contractor shall be evaluated as either a yes or no for each question. Any "no" answer shall be documented in writing by the government.

Data Source

Program Office, COR and FSD records, PMIS

E.2.5 Contractor Improvement Report and Corrective Action Plan

As part of the Government's QASP, Private Screening Companies' compliance with ATSA standards and contract requirements will be monitored throughout the period of performance. If a Contractor is not in compliance with the AQL for any of the Performance Measures set forth in Section E.2.4, or for that matter any other requirement specified in the SOW as deemed appropriate by the FSD, COR, or CO, the TSA may generate a Contractor Improvement Report.

Upon receipt of a Contractor Improvement Report, the Contractor shall submit a Corrective Action Plan to address compliance issues identified by the COR or CO. After approval by the COR, the Contractor is to implement the CAP under close supervision from the Airport COR. Upon reaching a level of performance that meets the Acceptable Level for the Performance Measure, the Contractor is to submit a letter of compliance that will be reviewed by the COR.

If a Contractor Improvement Report or Corrective Action Plan involves security flaws or failures it might need to be labeled and handled as SSI.

If the Contractor continues to not meet an acceptable level for a Performance Measure, the contracting officer may choose to terminate the Contract or employ other remedies available in accordance with the FAR and any other appropriate authorities. Section E.2.6 provides an example of a Contractor Improvement Report.

E.2.6 Contractor Improvement Report

CONTRACTOR IMPROVEMENT REPORT	
DATE	TIME
DEFICIENCY OR PROBLEM (attach a continuation sheet if necessary)	
SIGNATURE OF FSD/COR	
CONTRACTOR RESPONSE (<i>attach Corrective Action Plan</i>)	
SIGNATURE OF CONTRACTOR	DATE
COMPLETION, APPROVAL, AND CLOSEOUT	
DATE LETTER OF COMPLIANCE RECEIVED	CONTRACTOR SIGNATURE
SIGNATURE OF FSD/COR	DATE

E.3 AWARD FEE PLAN (AFP)

E.3.1 Overview

The Government's purpose in granting an Award Fee is to motivate the Contractor's performance. The Award Fee measures described below focus on areas under the Contractor's control, which can be evaluated qualitatively or quantitatively. In order to reward the Contractor for superior performance, direct the Contractor's attention to an area of Government interest, and motivate the Contractor towards improved performance, the Contractor's performance will be evaluated and a fee will be awarded in accordance with the terms and criteria set forth by this plan. The TSA requires satisfactory performance to meet program requirements. Hence, this performance plan is designed to provide an additional incentive to the contractor for outstanding quality performance that will benefit TSA.

E.3.2 Purpose

There will be two periods of evaluation conducted semi-annually. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance for a determination of award fee earned.

TSA reserves the right to adjust the weights and baselines of the Performance Measures and to change the Performance Measures or their contents prior to each award fee period. TSA reserves the right to update the award fee plan as needed based on changes in the development of performance monitoring or performance requirements for those items directly applicable to the work performed under Sections C and J of this contract.

The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

The Contractor may submit a self-assessment of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within fifteen (15) business days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

It is agreed that the evaluation of contractor performance shall be in accordance with the QASP and the Award Fee Plan and that the Contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned.

E.3.3 Award Fee Determination Team

E.3.3.1 Fee Determining Official

The award fee approving official is the Screening Partnership Program, program manager.

E.3.3.2 Award Fee Review Team

The Award Fee Determining Official shall appoint a team to assist in evaluating the contractor's performance. If warranted by the size or complexity of the contract, the Award Fee Determining Official may appoint a Chairman to the Team or serve as the Chairman. The team members will ensure a fair and accurate assessment of the contractor's performance for the period being evaluated. The team chairman may also use non-voting members as necessary.

Duties of the Team. The duties of the team are as follows:

- Implement the plan and propose timely modifications to the plan if required throughout the period of contract performance
- Evaluate contractor performance for evaluation period.
- Prepare and submit to the Fee Determining Official a written evaluation of the contractor's performance

E.3.3.3 Responsibilities

Fee Determining Official. Approves the award fee plan and evaluation factors and scoring methodology. Approves the composition of the team. Determines the contractor performance rating and whether the award fee period will be granted based on the factors of the plan.

Award Fee Review Team. Monitors and evaluates contractor performance for the period under consideration, utilizing the factors set forth in the plan. Makes written evaluations, completes the evaluation worksheets and formulates award fee recommendations. Briefs the Fee Determining Official on evaluations, when requested, and provides supporting data/documentation to support assessment of performance. Prepares the evaluation report and accompanying narrative justification. Identifies potential improvement areas and areas of emphasis for the next succeeding evaluation period to the Team Chairperson for later contractor debriefing.

Contracting Officer. Makes recommendations to the award fee determining official. Prepares and distributes authorization for invoicing the earned award fee. Maintains fee documentation as part of the official contract file. Retains historical file and other documentation relating to term matters for the contract.

E.3.4 Performance Evaluation Factors

TSA shall evaluate the contractor's performance in achieving contract requirements for the evaluation factors below (as applicable). TSA may notify the contractor of areas where emphasis should be placed for an upcoming period.

E.3.5 Evaluation factors and scoring

In order to earn an award fee, all AQLs outlined in the QASP must be met. The award fee process is designed to reward performance above the acceptable quality level.

There will be two periods of evaluation conducted semi-annually from the start of transition. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance for a determination of any award fee earned.

In order to encourage superior performance, the government shall use a graduated award fee. Each evaluation measure shall have an assigned weight expressed as a point value, and the cumulative total of all measures shall be 100.

To determine the award fee, the performance of each measure shall be expressed as a percentage. That percentage shall be multiplied by the points for each measure. The points earned for each measure shall be added together to determine the total award fee points earned. The total award fee points earned shall be the award fee percentage awarded.

Example award fee calculation:

Measure	Raw Score	Award Fee Points Possible	Total Points Earned
TIP Detection	X%	20	X(20)
SOP Compliance	X%	20	X(20)
Continual Certification Pass Rate		20	
IMA First Attempt Pass Rate	X%	3	X(3)
PSE First Attempt Pass Rate	X%	4	X(4)
OMA First Attempt Pass Rate	X%	3	X(3)
JKT First Attempt Pass Rate (BDOs only)	X%	4	X(4)
BDO SPOT Proficiency Checklist (BDOs only)	X%	3	X(3)
SPOT TSM Operational Audit (BDOs only)	X%	3	X(3)
Customer Service	X%	10	X(10)
Workforce Management	X%	20	X(20)
Communication	X%	10	X(10)
Total Points Earned			XX

E.3.6 Award Fee Measures

In order to meet the objectives outlined above, the following award fee measures shall be used to determine award fees. The weight of each measure (expressed as possible points) depends on its importance to the program. Measure weights shall be determined at the start of each award fee period and communicated to the contractor. If after the start of the award fee period it becomes necessary to remove a measure from the award fee determination due to a lack of available data, then the possible points for that measure shall be equally distributed to the remaining measures or sub-measures as whole numbers.

Award Fee Measure: TIP Detection Rate

Using technology to prevent threats from entering the sterile areas of an airport is a key component of the security services provided. The TIP program provides a means of measuring how well threat images are detected by the screening workforce. The contractor's performance in this area shall be scored to determine if it warrants application of an award fee.

Scoring criteria	Number of successfully detected images / Number of images presented <i>For this award fee measure, the TIP score from the QASP shall be used in determining the applicability of an award fee.</i>
Data Source	TIP Program Office
Points Possible¹	20

Award Fee Measure: SOP Compliance

Compliance with applicable TSA SOPs and local procedural guidance is obligatory. The program office recognizes that 100 percent compliance with any SOP and local guidance is exemplary performance. Compliance with applicable SOPs and local guidance above the acceptable quality level established by the QASP shall be scored to determine if the contractor's performance warrants application of an award fee.

Scoring criteria	Number of compliant observations / Number of total observations (SOP compliance in excess of 90 percent only) <i>For this award fee measure, the SOP compliance score from the QASP shall be used in determining the applicability of an award fee.</i>
Data Source	COR and FSD records
Points Possible¹	20

Award Fee Measure: Continual Certification Pass Rate

Screening certification is an important element of security, and the program recognizes the importance of performance in the area of continual certification. Performance in this area is variable, and high performance is a great accomplishment. The contractor's continual certification, first-attempt, pass rate is shall be scored to determine if application of an award fee is warranted. This award fee measure is subject to the availability of data. Some of the sub measures listed below may not be applicable for every award fee period. In such instances, the total weight of the measure shall be divided equally among all sub-measures available for evaluation.

Sub-measure: IMA First Attempt Pass Rate

Scoring criteria	Number of IMA tests passed on first attempt / Number of tests <i>The grading criteria applies to all certified screeners; TSO, LTSO, and STSO.</i>
Data Source	PASS Office
Points Possible¹	3

Sub-measure: PSE First Attempt Pass Rate

Scoring criteria	Number of PSE tests passed on first attempt / number of tests <i>The grading criteria applies to all certified screeners; TSO, LTSO,</i>
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Data Source | STSO, and BDOs.
PASS Office

Points Possible¹ | 4

Sub-measure: OMA First Attempt Pass Rate

Scoring criteria | Number of OMA tests passed on first attempt / number of tests

The grading criteria applies to all certified screeners; TSO, LTSO, STSO, and BDOs.

Data Source | PASS Office

Points Possible¹ | 3

Sub-measure: JKT First Attempt Pass Rate (BDOs only)

Scoring criteria | Number of JKT tests passed on first attempt / number of tests

The grading criteria applies to all certified screeners; TSO, LTSO, STSO, and BDOs.

Data Source | PASS Office

Possible Points¹ | 4

Sub-measure: BDO SPOT Proficiency Checklist (BDOs only)

Scoring criteria | Number of observation checklists passed on first attempt / number of observation checklists completed

The grading criteria applies to all certified screeners; TSO, LTSO, STSO, and BDOs.

Data Source | PASS Office

Points Possible¹ | 3

Sub-measure: SPOT TSM Operational Audit (BDOs only)

Scoring criteria | Number of operational audits passed on first attempt / number of operational audits completed

The grading criteria applies to all certified screeners; TSO, LTSO, STSO, and BDOs.

Data Source | PASS Office

Points Possible¹

3

Award Fee Measure: Customer Service

As a public-facing agency, public confidence in the agency is an important component of the security it provides. Therefore, the contractor shall be scored on customer service to determine if performance in this area warrants application of an award fee.

Scoring criteria

For purposes of scoring this award fee measure, each sub-component shall be scored so that the total for all measures equals 100.

- a) Percentage of claims resolved before the mandated 60 day time frame (up to 20 points; 20 points for resolving all claims within 15 calendar days)
- b) General demeanor and attitude of workforce with customers that represents TSA positively (includes uniform appearance and wear) (up to 20 points)
- c) Unsolicited commendations or other compliments from travelers or stakeholders that are particularly exemplary (up to 20 points)
- d) Unsolicited complaints or other grievances from travelers or stakeholders which are particularly egregious (up to 20 points; 20 points for no egregious complaints or grievances)
- e) Number of claims filed in relation to the number of passengers screened (a low number of claims per passenger indicates good customer service) (up to 20 points)

The general demeanor and attitude of the workforce shall be evaluated by the FSD or COR based on observations and customer and stakeholder feedback for the entire performance period and the entire workforce. Any compliments or complaints must be unsolicited and of a particularly glowing or grave nature to warrant inclusion in the award fee determination.

All scores without specific performance objectives noted above, shall be justified in writing by the award fee determination team.

Data Source

PMIS – Wait Times, claims (TSA-wide)

Contractor’s Performance and Labor Report – Claims

COR and FSD – Observations of workforce demeanor, compliments and complaints

Points Possible¹

10

Award Fee Measure: Workforce Management

Managing the workforce in a manner which limits risks in the area security screening or increased costs to the government is an important objective to the Screening Partnership Program. Performance in this area shall be scored to determine if the contractor’s performance in this area warrants application of an award fee.

Scoring criteria

For purposes of scoring this award fee measure, each sub-component shall be scored so that the total for all measures equals 100.

- a) Was screener absenteeism below the category average? (10 points)
- b) Was the voluntary screener attrition rate below the TSA rate for the same period? (10 points)
- c) Did the contractor complete the required number of playbook hours (5 points) or did the contractor complete more than the required number of playbook hours? (10 points)
- d) Did the contractor complete the required number of BDO hours (5 points); or did the contractor complete more than the required number of BDO hours? (10 points)
- e) Were playbook activities or other security operations rescheduled or cancelled due to screener absenteeism? (up to 10 points)
- f) What efforts did the contractor make to minimize workforce injuries? (up to 10 points)
- g) Was the injury rate lower than that of TSA for the same period? (up to 10 points)
- h) Completion of more than required number of IED drills (as outlined in the applicable program plan)? (10 points)
- i) How close did the contractor meet the male to female ratio compared to applicable TSA policy for screening? (up to 10 points)
- j) To what extent did additional, non-TSA specific training activities completed enhance the workforce to the betterment of TSA’s mission? (up to 10 points)

Contractor may contact the PMO for category absenteeism or attrition rates when needed.

All scores without specific performance objectives noted above, shall be justified in writing by the award fee determination team.

Data Source

COR and FSD records – staffing, playbook activities, workforce plan

PMIS – absenteeism, TSA attrition, number of IED drills

Performance and labor report – Contractor attrition

Points Possible¹

20

Award Fee Measure: Communication

Communication is an essential element of the Screening Partnership Program’s overall objectives of fostering a solid private-public partnership. The contractor shall be evaluated on communicating with the FSD/COR/Acquisitions/PMO as stipulated by the contract.

Scoring criteria

For purposes of scoring this award fee measure, each sub-component shall be scored so that the total for all measures equals 100.

- a) Completion of required Contract Data Requirements List (CDRL) section of the contract (10 points for 100 percent on time delivery), 5 points for 95– 100 percent on time delivery, 0 points for less than 95 percent on time delivery.
- b) Response to TSA concerns and requests in the manner and timeline

- directed (up to 20 points for responding in before the timeline directed without need for revisions)
- c) Completion of all incident communication in the manner prescribed in the contract (25 points)
 - d) Reporting of all issues in a timely and accurate manner (up to 25 points if all issues were reported in a timely and accurate manner)
 - e) Accuracy of submitted deliverables (up to 20 points if no revisions to deliverables were required)

All scores without specific performance objectives noted above, shall be justified in writing by the award fee determination team.

Data Source

Program Office, COR and FSD records – response to TSA concerns, deliverable timeliness and accuracy, incident reporting

Points Possible¹

10

¹ The Points Possible listed above are representative. Actual award fee points possible shall be similar, but may not be exactly as listed above. The award fee points possible shall be provided prior to the start of a performance period. The above award fee points possible are provided for illustrative purposes. Award fee points possible may be adjusted if measures are not applicable or data is not available to accurately evaluate the measure. If data is not available for an award fee measure, then the possible points shall be re-apportioned to the available measures equally as whole numbers. If data for only a portion of the evaluation period is available, the possible points may be re-apportioned to the available measures equally as whole numbers.

[END OF SECTION]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 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):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	FAR Prescription:
52.217-5	Evaluation of Options	July 1990	17.208(c)
52.242-15	Stop-Work Order	Aug 1989	<u>42.1305(b)</u>
52.242-17	Government Delay of Work	Apr 1984	<u>42.1305(c)</u>
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Jun 2003	47.305-12(a)(2)

F.2 PERIOD OF PERFORMANCE

The total period of performance of the effort required by this contract shall be sixty (60) months (including the Transition Period), which equals one (1) base year (including the Transition Period) and four (4) option periods from date of award.

CLIN	Period of Performance
0001T	3 months duration
0001	9 months duration
0002	12 months duration
0003 Optional CLIN	12 months duration
0004	9 months duration
0004A	9 months duration
0005	9 months duration

0005A	9 months duration
All reports shall be delivered in accordance with Section F.4	

CLIN	Period of Performance
FIRST OPTION YEAR	
1001	12 months duration
1002A	6 months duration
1002B	6 months duration
1003 Optional CLIN	12 months duration
1004	12 months duration
1004A	6 months duration
1004B	6 months duration
1005	12 months duration
1005A	6 months duration
1005B	6 months duration
All reports shall be delivered in accordance with Section F.4	
SECOND OPTION YEAR	
2001	12 months duration
2002A	6 months duration
2002B	6 months duration
2003 Optional CLIN	12 months duration
2004	12 months duration
2004A	6 months duration
2004B	6 months duration
2005	12 months duration
2005A	6 months duration
2005B	6 months duration

All reports shall be delivered in accordance with Section F.4	
THIRD OPTION YEAR	
3001	12 months duration
3002A	6 months duration
3002B	6 months duration
3003 Optional CLIN	12 months duration
3004	12 months duration
3004A	6 months duration
3004B	6 months duration
3005	12 months duration
3005A	6 months duration
3005B	6 months duration
All reports shall be delivered in accordance with Section F.4	
FOURTH OPTION YEAR	
4001	12 months duration
4002A	6 months duration
4002B	6 months duration
4003 Optional CLIN	12 months duration
4004	12 months duration
4004A	6 months duration
4004B	6 months duration
4005	12 months duration
4005A	6 months duration
4005B	6 months duration
All reports shall be delivered in accordance with Section F.4	

F.3 PLACE OF PERFORMANCE

The contractor(s) shall perform the work under this contract at the locations listed below:

Kansas City International Airport (MCI)

8 Amsterdam Circle, Terminal A

35 Rome Circle, Terminal B

61 Beirut Circle, Terminal C

Kansas City, MO

F.4 DELIVERABLES SCHEDULE

The Government desires delivery to be made according to the schedule below. All deliverables shall be submitted via electronic methods to the COR (email address provided upon contract award), SPP PMO (SPPProgramOffice@dhs.gov), and the CO. See Section C.6 for additional direction regarding the submission of deliverables. The Contractor shall submit a revised document within 5 business days of the request for revision by the Government.

CDRL Deliverables Schedule				
CDRL Number	Title of Deliverable	Description	Due Date (business days)	Section
A001	Transition Plan	The Contractor shall develop and implement a Transition Plan and schedule for the Pre-Transition phase and Transition of the contract after review and approval by TSA. The Transition Plan shall identify how the contractor intends to meet the requirements outlined in the SOW to successfully accomplish Pre-Transition and Transition, in order to take responsibility for the provision of security screening services. The Plan shall be based on or be an update of the proposed Transition Plan which was evaluated for award. The plan shall include the processes and methodologies for hiring, training, transfer of Government Furnished Equipment (GFE), provision of consumables and uniforms, obtaining facilities and for the operational transfer of security screening services. The plan shall address operational implementation and include a schedule, expressed by a Gantt chart, with dates for meeting pre-transition and the transition milestones. The Contractor shall also include location of Key Personnel and their level of commitment (whether they will participate part-time or full-time during the Pre-Transition phase). In addition, the Contractor shall identify any significant risks they anticipate and provide a description of how they propose to mitigate those risks.	20 days after contract award	C.3.1
A002	Uniform Badge & Insignia Design	The Contractor shall use uniform badge and patch designs approved by TSA. The Contractor shall submit proposed designs to TSA and indicate the general material used in the construction of the badge or patch.	5 days after contract award	C.4.10
A003	Hiring Plan	The Contractor shall submit an airport specific Hiring Plan to include details of how the Contractor plans to hire and staff screener and non-screener positions at the appropriate airports. A template and guidelines for the plan is provided in Attachment J.2, SPP Hiring Plan Template.	30 days after contract award; thereafter annually within 30 days of option exercise.	C.4.3.1, J.2

A004	Quality Control Plan	<p>The Contractor shall detail the airport specific processes and methodologies that will be employed to comply with quality levels identified in the QASP located in Section E.2. The Contractor shall discuss the following in the Quality Control Plan:</p> <ul style="list-style-type: none"> • <u>Risk Management Process</u> which addresses risks associated with the successful management of the contract (ex. recruiting, assessing, hiring, training, retention of workforce, etc) as well as strategies to mitigate such risks. • <u>Quality Assurance Approach</u> which provides a summary of procedures to ensure quality performance in meeting or exceeding the performance standards for each performance measure listed in the QASP (Section E.2 of this contract) including processes & methodologies that will be employed. 	30 days after contract award; thereafter annually within 30 days of option exercise.	C.2.2, C.4.6, E.2
A005	Training Plan	<p>The Contractor shall develop, update, and implement a Training Plan that will articulate how the Contractor intends to meet TSA training requirements for private contract screeners, to include initial, recurrent and remedial training. Template provided in section J.4, Training Plan Template and Requirements. The Contractor may also include in the Plan, any arrangements made for workforce training that may contribute to the management and conduct of security operations.</p>	30 days after contract award; thereafter annually within 30 days of option exercise.	C.5, J.4
A006	Program Management Plan	<p>The Contractor shall provide an airport specific Program Management Plan that explains the processes and procedures the Contractor proposes to follow to manage the total work effort associated with the contract. The plan at a minimum shall include:</p> <ul style="list-style-type: none"> • The Contractor's Program Management team with the names of the key personnel, a succession strategy for key personnel, and their level of commitment to the program (whether these will be part-time or full-time positions, during and post transition); • The location from which the Program Manager will regularly work after contract transition, and if located off airport grounds, how the Contractor will ensure Program Manager supervisory participation in airport screening operations; • The Contractor's list of subcontractors on the contract, their roles, and the Contractor plan for managing them; • The Contractor's hiring and staff management processes and procedures and mitigation strategies in case unexpected staffing issues occur; • The location and purpose of the Contractor's facilities (leased or owned) used for the operational management and logistics support of the contract; • The processes and procedures used for ensuring compliance of screening equipment maintenance; • The Contractor's sound financial management processes and procedures including reporting and invoice processing; • The Contractor's issue escalation and risk mitigation process and procedures and designated points of contact; • The Contractor's communications processes and procedures for sharing information with the COR and FSD, and for transferring knowledge to the workforce; • The Contractor's proposed meeting plan and schedule for monthly and quarterly reviews; and • The Contractor's process for completing the following: <ul style="list-style-type: none"> ○ Performance and Labor Report ○ Performance Measurement Information System (PMIS) Reporting 	30 days after contract award; thereafter annually within 30 days of option exercise.	C.4.1

		<ul style="list-style-type: none"> ○ Quarterly Claims Status Report ○ Maintenance Reporting. 		
A007	Passenger and Baggage Claim Plan	<p>An airport specific Passenger and Baggage Claims Plan pertaining to this requirement shall be submitted by the Contractor to the SPP PMO and the COR/FSD. The Claims Plan must include:</p> <ul style="list-style-type: none"> • The Contractor’s own Notice of Inspection (NOI) for SPP PMO and TSA Claims Management Branch (CMB) / Office of Chief Counsel (OCC) approval, absent of any TSA insignia or reference, and which includes an appropriate toll-free number and website/e-mail address for passengers to obtain claims submission information • The Contractor’s letters of acceptance and denial of claims for CMB/OCC review. • The Contractor’s own claims submission form (the SF-95 may not be used by the Contractor). • An analysis of the applicable state tort law including, at the minimum, statute of limitations, notice requirements (if any), elements of negligence, status and applicability of res ipsa loquitur with respect to checked baggage claims, comparative vs. contributory negligence standards, applicable defenses, measure of damages, not necessarily in the foregoing order. • The Contractor shall supply electronic copies of the claims forms and instructions to TSA to be included on the TSA website. 	30 days after contract award; then as requested for OCC or CMB review	C.2.8
A008	Uniform Management and Appearance Plan	<p>The Contractor shall submit a Uniform Management and Appearance Plan. The Plan shall be consistent with TSA MD 1100.73-2, TSO Dress and Appearance, and any secondary references therein, and shall describe the following:</p> <ul style="list-style-type: none"> • Physical appearance standards for screener personnel; • A description of uniform items including badges and insignia; • Guidance for the wear of uniforms; • Measures employed to safeguard new and issued uniform and insignia as to prevent use by personnel unauthorized to work on the contract; • Disposal of uniform items; and • Other approaches to uniform management or appearance standards as adopted by the Contractor. 	30 days after contract award; thereafter annually within 30 days of option exercise.	C.4.10
A009	SSI Management Plan	<p>The TSA Contractor shall develop and implement an airport specific SSI Management Plan to detail the procedures and processes used to administer and handle any Sensitive Security Information (SSI) in accordance with the procedures and policies outlined in 49 CFR Part 1520.</p> <p>(a). <u>Requirements for Safeguarding and Control of SSI.</u> For purposes of this Contract, all information that the TSA provides or causes to be provided to the Contractor as SSI in connection with its duties under this contract shall be covered by TSA policies and procedures for safeguarding and control of SSI, as available at www.tsa.gov until the TSA specifically authorizes the Contractor in writing to treat any such information as public. This requirement shall be applicable to all subcontracting on the contract.</p> <p>(b). <u>Definition of Confidential Information.</u> In addition to the SSI defined by TSA, SSI on this contract shall also include: (1) any specifications, know-how, strategies or technical data, processes, business documents or information, marketing research and other data, customer or client lists, or sources of information which are owned, used or possessed exclusively by</p>	20 days after contract award	C.7.2, H.18

		<p>or for the benefit of the TSA and based on SSI; (2) SSI-derived work product(s); (3) all SSI obtained by the Contractor from a third party in connection with performance under this contract.</p> <p>(c). <u>Duty to Maintain SSI</u>. Except as required by any law, court order, subpoena, or by the TSA, or as required to perform Contractor's duties under this Contract, neither Contractor nor its related entities shall disclose SSI to anyone without a valid need to know, nor shall they use or allow the use of SSI to further any private interest other than those within the scope of this Contract. The Contractor shall immediately notify the TSA Contracting Officer in writing of any subpoena or court order requiring disclosure of SSI.</p>												
A010	Continuity of Operations (COOP) Plan	The Contractor shall submit a Continuity of Operations (COOP) Plan per the detailed elements in H.43.d.1.	90 days after contract award; thereafter annually within 30 days of option exercise	C.2.7, H.43										
A010-A	Annual Continuity of Operations (COOP) Exercise Report	The Contractor shall submit an Annual COOP Exercise Report, in its own format, detailing the scenario executed, results, and lessons learned of the exercise performed under H.43.d.1.D. The report shall be submitted regardless of whether the exercise scenario was managed by the Contractor or TSA.	14 days after the annual exercise.	C.2.7, H.43										
A011	Reports to FSD	Ad hoc reports or documents that may be requested by COR. Further instructions to be provided upon contract award.	As required	C.6										
A014	Performance and Labor Report Monthly	Single-page template available on TSA SPP Web Boards* to be filled out by the Contractor.	Within 10 days after the end of month	C.6.4										
A019	Quarterly Claims Status Report	The Contractor shall provide a Quarterly Claims Status Report that includes: airport name, contractor name, all approvals, denials, settlements, and the number of pending claims that require further adjudication. Reports submitted to the COR by email shall use the following format in the subject line: [Airport code] / [Contractor] / [Reporting Period] (i.e. MCI / J. Doe Security / FY12Q4). No standard template is provided; each Contractor will supply their individual approach	Within 10 days after end of Government quarter	C.2.8										
A020	Remedial Training Report	Single-page form to record relevant remedial training details; template provided upon award.	As required	C.5. J.4, J.5										
A021	Compensation and Other Benefits Certification	<p>On a quarterly basis the contractor shall provide the Government with a signed certification stating the compensation provided to each contractor employee performing screening services is equal to or greater than the minimum rate of compensation a federal screener would earn in the same geographic location performing same or similar service.</p> <table border="1"> <thead> <tr> <th>Quarter</th> <th>End date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>December 31</td> </tr> <tr> <td>2</td> <td>March 31</td> </tr> <tr> <td>3</td> <td>June 30</td> </tr> <tr> <td>4</td> <td>September 30</td> </tr> </tbody> </table>	Quarter	End date	1	December 31	2	March 31	3	June 30	4	September 30	Within 5 days after the end of the Government Quarter	H.19
Quarter	End date													
1	December 31													
2	March 31													
3	June 30													
4	September 30													
A024	Post Award Conference (PAC) Minutes	Minutes of Post Award Conference including attendees, briefings / presentations, key discussion points and decisions.	Within 5 days after the Post Award	G.4										

			Conference	
A025	ETD Calibration Recording Form	Single page form (TSA Form 401*) split into 3 sections; completion 1 section at a time at the <i>start</i> of each shift.	Per shift / per machine at start of shift	C.4.8
A027	Maintenance Recording Form	Single-page template* to record relevant maintenance information.	As required	C.4.8
A030	ETD Calibration Verification Form for GE IONSCAN 3e	Single page form (TSA Form 402*) split into 3 sections; completion 1 section at a time at the <i>end</i> of each shift.	Per shift/per machine at end of shift	C.4.8
A032	Daily Maintenance Log for X-Ray	Single-page template* to record relevant maintenance information.	At end of daily security screening operations	C.4.8
A033	As Required Maintenance Form X-Ray	Single-page template* to record relevant maintenance information.	As required	C.4.8
A034	ETD Shift Maintenance Form	Single-page template* to record relevant maintenance information.	As required	C.4.8
A035	Weekly Maintenance Form ETD	Single-page template* to record relevant maintenance information.	Weekly	C.4.8
A036	Daily Maintenance Log for ETD	Single-page form (TSA Form 403*) to record preventative maintenance actions taken.	At end of daily security screening operations	C.4.8
A037	ETD Monthly Alarm Log	Single-page Logbook (TSA Form 400*) to record relevant ETD alarm information per incident.	Individual Case Basis (ICB)	C.4.8
A038	Armed Law Enforcement Verification Log	Single-page Logbook (TSA Form 413A*) to record relevant details of LEO personnel per incident.	As required	TSA SOP*
A039	U.S. Currency Control Log	Logbook template* to record relevant details of each incident.	Daily	TSA SOP*
A040	Customer Service Incident Investigation Report	Single-page form* to record relevant details per incident.	As required	C.2.8
A042	Aircraft Operator Hazardous Material Notification Record	Single-page form* to record relevant details per incident.	As required	C.2.11
A043	Hazmat Discovery Record PAX Checkpoint	Electronic form to be filled out per incident using PARIS.	As required	C.2.11
A044	Hazmat Materials	Report to record relevant details per incident.	As required	C.2.11

	Discovery Record			
A048	Opening/Closing the Passenger Screening Checkpoint Report	Opening task and Closing task Checklists to be completed prior to the opening/closing of the checkpoint. Provided with TSA SOP.*	Daily	C.2.1
A049	Opening/Closing the Checked Baggage Screening Location Report	Opening task and Closing task Checklists to be completed prior to the opening/closing of the checkpoint. Provided with TSA SOP.*	Daily	C.2.1
A051	Screening Checkpoint Security Breach Report	Single-page form* to record relevant details per incident.	As required	C.2.1
A052	Monetary Items Found at Security Screening Checkpoint	Single-page form* to record relevant details per incident.	As required	C.2.1, C.2.9
A053	Voluntary Abandoned Property (VAP) Monthly Report	Single-page Report (TSA Form 280*) itemizing the items voluntarily abandoned at the checkpoint by passengers; copy of the report must be kept at the airport.	Within 5 days of the end of a calendar month	C.2.10
A054	Itemization of Reutilized Voluntary Abandoned Property (VAP)	Single-page form (TSA Form 266*) itemizing the items voluntarily abandoned at the checkpoint by passengers which have been re-utilized via donation.	As required	C.2.10
A055	Certificate of Final Disposition (VAP)	Single-page form (TSA Form 255*) to record relevant details per incident.	As required	C.2.10
A056	Memorandum for Record (VAP)	Single-page form* to record relevant details regarding the agreed donation of VAP items.	As required	C.2.10
A057	Lost and Unclaimed Daily Inventory Record	Single-page Logbook (TSA Form 252*) to record relevant details of items left at the checkpoint.	Daily	C.2.9
A059	Incident Reporting Requirements List	Single-page Form (TSA Form 414*) to record relevant details regarding prohibited items discovered at the checkpoint.	As required (within 24 hours of incident)	TSA SOP*
A062	Supervisor Procedures for IED at Baggage Checkpoint	Single-page form* to record relevant details for each incident.	As required	TSA SOP*
A063	Supervisor Procedures for IED at Passenger Checkpoint	Single-page form* to record relevant details for each incident.	As required	TSA SOP*
A064	Supervisor Procedures for Fire inside the airport terminal	Single-page form* to record relevant details for each incident.	As required	TSA SOP*

A065	Supervisor Procedures for Airline Crash	Single-page form* to record relevant details for each incident.	As required	TSA SOP*
A066	Supervisor Procedures for Biological Incident	Single-page form to record relevant details for each incident.	As required	TSA SOP*
A067	Supervisor Procedures for Hazardous Material Spill	Single-page form to record relevant details for each incident.	As required	TSA SOP*
A068	Supervisor Procedures for Person with a Weapon	Single-page form* to record relevant details for each incident.	As required	TSA SOP*
A069	Appendix 2: Playbook Training Requirements	Two-page form to be filled out by -reviewing officials upon completion of initial training and annually thereafter. Provided with TSA SOPs*.	As required	TSA SOP*
A070	WTMD Certificate	Single-page form to be filled out by individual authorized to perform the certification. Provided with TSA SOPs*.	As required	TSA SOP*
A071	Corrective Action Plan	Single-page form (TSA Form 3103*) to record details regarding deficiencies and the steps to be taken to correct those.	As required	C.4.2, E.2.2.3
A072	Service Migration Plan	The Contractor shall develop a Service Migration Plan. At a minimum, the plan shall provide the process and procedures for a 30-day migration of responsibilities and include procedures for supporting the maintenance of required security levels throughout the transfer of operational responsibilities from the Contractor's supervision to another Contractor or the Government. The Plan shall also include details regarding communications and coordination with the new service provider, a screener employee point of contact list (with names, TSA-equivalent positions, email addresses and phone numbers at minimum), and any other relevant information to ensure a smooth migration. The Plan shall be submitted after initial award, and updated and resubmitted within 14 days of notification by the CO of award to another contractor or the intent to convert the contract (or portions thereof) to federal activity. The Migration Plan shall be implemented at the direction of TSA prior to contract end.	180 <u>calendar days</u> after award; then within 14 days upon notification by the CO of award to another contractor or the intent to convert the contract (or portions thereof) to federal activity.	C. 3.5
A073	Security Clearance Report	The Contractor shall submit a monthly Security Clearance Report (see F.4, CDRL A073) per the Contractor's own template (unless TSA provides a template), and at a minimum shall include the following information for every contract employee with a need for a clearance: <ul style="list-style-type: none"> • Airport Code; • COR Name; • Contractor Name (company); • Facility Security Officer; • Date Facility Clearance (FCL) Obtained; • The last 4 digits of the contract employee's Social Security Number; • Contractor's Last Name; • Contractor's First Name; • Contractor's position; • Status of Contractor's employing company as either "Prime" or "Sub"; • Entry On Duty (EOD) Date; • Date which the contract employee initiated the application process for the clearance; • Date which the contract employee received the clearance; • Date which the contract employee's Visit Authorization Letter (VAL), demonstrating receipt of personnel clearance, was submitted to TSA via COR. (Report once after VAL submission; the employee may be 	Monthly (report not required if no clearances are in process)	C.7.1

		<p>removed from subsequent reports.); and</p> <ul style="list-style-type: none"> • COR approval date for any clearance position not specifically mentioned in this SOW. 		
A074	Consumables Management Plan	<p>The Contractor shall deliver an airport-specific Consumables Management Plan which describes their processes and procedures that will be followed to ensure that consumables will be provided and managed in order to meet the screening service requirements of the contract. At a minimum, the plan shall detail the Contractor's:</p> <ul style="list-style-type: none"> • Approach to the acquisition of consumables; • Inventory control; • Provisioning of consumables for screening operations; and • COR or FSD representative coordination for identifying shortages and approving reimbursement for purchases. 	30 days after contract award; thereafter annually within 30 days of option exercise.	C.4.9
A074-A	Reserved			
A075	Staffing Plan	<p>The Contractor shall submit a Staffing Plan to describe their approach to staffing, and in accordance with Attachment J.16 Staffing Plan Template. The Contractor shall address staffing consistent with its intended hiring, scheduling and other associated plans and approaches. The chart templates in Attachment J.16 shall be used to describe a single year of contractual screening services (post-transition). The plan shall contain narrative to support its rationale for stated amounts and labor category break-downs (i.e. leads vs. supervisors). The narrative shall also include, but is not limited to, any anticipated increases or decreases in overall staffing, the use of part-time employees, and staffing by gender to conduct same-gender, passenger "pat-down" screening.</p>	30 days after contract award; thereafter annually within 30 days of option exercise.	C.2.1
A075-A	Monthly Airport Contractor Employee Report	<p>The Contractor shall submit a report using a TSA template. Required information includes the following:</p> <ul style="list-style-type: none"> • Employee names (first, middle, last) and SSN; • Employee date and place of birth; • Position and whether screener or non-screener (if screener, then TSA-equivalent position); • Notification of any position exchange between (to or from) a role requiring a security clearance and a role which does not require a clearance; • Notification of any position exchange between (to or from) a screener and non-screener role; and • EOD, separation and extended leave dates (and reason for extended leave in order for TSA to facilitate the timing and process for an employee's return to duty). <p>A TSA template will be available on the TSA SPP Web Board. Completed reports will be reviewed by the COR and forwarded to the SPP PMO.</p>	Within 10 business days following the end of the month.	C.4.2.2
A076	IT Security Plan	<p>The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.</p> <p>The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.</p> <p>The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.</p>	30 days after contract award; within 5 days after revision requests	C.7.2, H.22, I.5

A077	Scheduling Plan	<p>The Contractor shall submit a Scheduling Plan annually and in the event of major changes to airport design, airline flight schedules and other events that significantly impact screening workforce management. The plan shall detail how the Contractor intends to schedule the work at passenger and baggage screening areas, and for the routine execution of layered security activities, in a manner consistent with airport hours of operation and TSA SOPs. The plan shall be consistent with workforce arrangements in the Staffing Plan (see 4.2.2) and also include the following as a minimum:</p> <ul style="list-style-type: none"> • Checkpoint hours of operation and manning; • Response to any seasonal variation in passenger throughput; and • The existence of any shift flexibility and its impact. 	30 days after contract award; thereafter annually within 30 days of option exercise.	C.4.2.3
A078	Customer Service Log	<p>The Contractor shall report passenger related incidents, not otherwise reported as security incidents, and passenger concerns to the COR via the Customer Service Log. Entries shall be submitted within 48 hours of the customer service incident or receipt of concerns. The Contractor shall provide the Log to the COR and FSD upon request, and on a monthly basis, no later than the fifth day of the following month. The log will contain the following information:</p> <ul style="list-style-type: none"> • Date of Occurrence, Type of Incident / Inquiry / Issue, Description of the Incident / Inquiry / Issue, Customer Name, Customer Contact Information, Checkpoint Location, Supervisor Name, Screener Name, Source of Information, Date Received by Contractor, Date of Action, Action Taken, Date Customer Contacted, Means of Contact, Date Action Completed, and Follow-up Comments. 	Upon initiation of screening services and presented no later than the fifth day of each month.	C.2.12
<p>Note 1: Item numbers AO12, AO13, AO16, AO17, AO18, AO23, AO26, AO28, AO29, AO31, AO41, AO45-AO47, AO50, AO58, AO60, AO61 are not used in this contract.</p> <p>Note 2: Templates/forms mentioned in this contract are for reference purposes only. Upon award, refer to most current SOPs and direction from COR for correct forms/templates to use.</p> <p>*All referenced SOPs, TSA Forms, Web Boards documents and templates to be provided after contract award and successful vetting of the individual(s) requesting the information.</p>				

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

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: Marlene Kratz

PHONE NUMBER: 571-227-1580

EMAIL: marlene.kratz@tsa.dhs.gov

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (HSAR 3052.242-72) (DEC 2003)

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: David Bryant

PHONE NUMBER: 571-227-(b)(6)

EMAIL: (b)(6)

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.

G.3 CONTRACT MANAGEMENT

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

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

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

to his/her authorized representatives or Contracting Officer Technical Representative (COR). The CO for this contract is:

Name Marlene Kratz
Address 601 S. 12th Street, Arlington, VA 20598
Phone 571-227-1580
Email Address Marlene.kratz@tsa.dhs.gov

2. Contracting Officer's Representative (COR): The COR for this contract is

Name David Bryant
Address 601 S. 12th Street, Arlington, VA 20598
Phone 571-227-(b)(6)
Email Address (b)(6)

The COR has the authority to monitor the technical progress of the supplies, services, or construction that are required to be delivered under the contract. This includes visits to contractor's plant or the place of performance, meetings and telephone conversations with contractor personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COR cannot authorize or order the cessation of contract work, nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. Should a need for a change (monetary or otherwise) arise under the contract, the contractor must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COR occurs, notify the CO immediately for resolution. Contractors should also contact the CO when unable to contact the COR on a technical matter and for assistance on all other matters pertaining to this contract. See Section H.17, Technical Direction, for additional detail.

G.4 POST AWARD CONFERENCE

The Contracting Officer will establish the date of the Post Award Conference to be held within fourteen (14) days of contract award. The Government shall prepare the agenda, invite the stakeholders, and facilitate the meeting. The contractor shall prepare and distribute the minutes of the conference (see A024). The conference shall be co-chaired by the Contracting Officer and contractor's program manager. The location of the conference shall be a place mutually agreeable to the Government and the contractor. The minutes of the conference shall 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 terms of the contract. It is anticipated that, at a minimum, the contractor shall brief its business/transition plan, program schedule, program management, and organization.

This provision shall in no event constitute grounds for excusable delay by the contractor in performance of any provision of the contract.

G.5 SUBMISSION OF INVOICES

- (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 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. The Contractor invoice shall contain the appropriate Contract Line item Number (CLIN), period of performance and obligated funding. Additionally, invoices shall include identification of quantity and Line of Accounting (LOA) information on each invoice. 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 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 Submission- Invoices shall be submitted on a monthly basis in accordance with the schedule.

G.6 GOVERNMENT FURNISHED PROPERTY

The Contractor shall be responsible for Government Furnished Property (GFP) in accordance with the terms of this contract. See also paragraph C.4.8 and Attachment J.6, TSA Government Furnished Property (GFP) Maintenance Requirements.

G.7 GOVERNMENT PROPERTY FURNISHED "AS IS"

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF INFORMATION

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

(b) Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for the purpose and to the extent authorized herein (within this Contract), and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C.

(c) The Contractor shall comply with 6 C.F.R. Chapter I Part 5 (effective January 27, 2003) concerning the production or disclosure of official information in connection with legal proceedings including litigation to which TSA and/or the Department of Homeland Security is not a party. If the contractor is served with subpoenas, summonses, and/or demands for official information or action, the contractor shall contact the contracting officer immediately and obtain written approval by the appropriate approval officials before any such information, documents or testimony may be produced.

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

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

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

(f) The Government intends to use electronic commerce methods to the maximum extent practicable for the resulting contract.

(g) It is understood that in the execution of this contract, the Contractor may come in contact with Government procurement sensitive information or proprietary business information from other contractors. As such, in this role as an official Government contractor, the Contractor shall certify (as evidenced by signature on this agreement) that it will not disclose, publish, divulge, release, or make

known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive or proprietary business information from other Contractors during the course of this contract. It is understood that for the purpose of this Clause, procurement sensitive information is to include, but not limited to, procurement data, contract information, plans, and strategies.

(h) The Contractor specifically will not disclose any information outlined in subparagraph (g) to employees of the Contractor who have not worked under this contract and who are not authorized to receive such information. The Contractor will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

(i) The Contractor shall fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under the subject contract.

(j) The Contractor shall include this clause in each of its subcontracts.

(k) The Contractor shall have the responsibility to enter into such agreements and nondisclosure statements with other Government contractors, as TSA deems necessary to execute the work under this contract and allow these Government contractors access to the Contractors' technical documentation, data, and/or software as defined under data rights clauses under this contract.

(End of clause)

H.2 QUALIFIED PRIVATE SCREENING COMPANIES

(a) The Aviation and Transportation Security Act (ATSA) requires screening companies to be qualified private companies and provides the qualification criteria for the private security screening programs (*see generally 49 U.S.C. §44920*). Pursuant to the ATSA, the entity must:

- (1) be a private company,
- (2) employ individuals who meet all the requirements applicable to Federal Government personnel, who perform screening services,
- (3) provide compensation and other benefits to such individuals that are not less than the level of compensation and other benefits provided to such Federal Government personnel,
- (4) provide a level of screening services and protection equal to or greater than the level that would be provided at the airport by Federal Government personnel, and
- (5) be owned and controlled by a citizen of the United States, to the extent that the Under Secretary (now Assistant Secretary) determines that there are private screening companies owned and controlled by such citizens (*id.*). ATSA specifically requires private screening companies to be owned and controlled by a citizen of the United States.

(b) TSA interprets ATSA to require that a qualified private screening company be a private entity that is:

- (1) a partnership of which each member is a U.S. citizen, or
- (2) a corporation or association organized under the laws of the United States or a State, the District of Columbia or a territory or possession of the United States, of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States and in which at least 75 percent of the voting interest is owned and controlled by persons that are citizens of the United States.

(c) The Contractor agrees to comply with the information as provided above.

(d) In accordance with the FAA Modernization and Reform Act of 2012, the TSA Administrator may waive the American ownership and control requirements for any company that is a United States subsidiary with a parent company that has implemented a foreign ownership, control, or influence mitigation plan that has been approved by the Defense Security Service of the Department of Defense prior to the date proposal submissions are due to TSA. The Administrator has complete discretion to reject any proposal from an offeror that requires such a waiver.

(End of clause)

H.3 SECURITY REQUIREMENTS FOR CONTRACTOR EMPLOYEES PERFORMING AT OR IN 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. For further information regarding Security Requirements, please contact the COR for the designated airport.

H.4 COST EFFICIENCY – OPTIONS

The Cost Efficiency factor has been used to determine that the contract pricing is adequate based on TSA's cost for each period of performance of the contract. However, the resultant contract of this Solicitation may undergo an additional cost efficiency review prior to exercising each option.

If the Government finds that the contract pricing is no longer cost efficient and/or fair and reasonable, the Government reserves the right to extend the current option in accordance with FAR 52.217-8 Option to Extend Services to ensure continuity of services while the Government prepares to either re-compete the contract or return the airport to Federal Screening.

H.5 U.S. CITIZENS AND USE OF FOREIGN NATIONALS AND ALIENS ON TSA CONTRACTS

(a) For all screeners, lead screeners, and supervisory screeners, the Contractor agrees to only employ U.S. Citizens. Only US Citizens are permitted to perform in positions that involve access to or development of any TSA IT Systems.

(b) For all other employees not listed above, the Contractor agrees to the following: Each employee of the Contractor, engaged in performing work on this contract or that will have access to information of a sensitive nature, shall be a citizen of the United States of America. Legal Permanent Residents (LPRs), or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status may work on the contract, however LPRs are not permitted to access or assist in the development, operation, management or maintenance of TSA IT Systems.

(c) ALIENS AND FOREIGN NATIONALS PROPOSED UNDER THIS CONTRACT MUST MEET THE FOLLOWING CONDITIONS IN ACCORDANCE WITH TSA PROCEDURES:

- (1) must have resided within the United States for 3 of the last 5 years unless a waiver of this requirement is requested and approved by the TSA SSO,
- (2) a risk or sensitivity level designation can be made for the position; and
- (3) the appropriate security screening can be adequately conducted.

(d) Failure to comply with the terms of this clause may lead to termination of this agreement, and application of other penalties as allowed under law.

(End of clause)

H.6 AVIATION AND TRANSPORTATION SECURITY ACT REQUIREMENTS

The contractor shall comply with all requirements of Public Law 107-71, the “Aviation and Transportation Security Act” (ATSA, SEC. 108. SECURITY SCREENING BY PRIVATE COMPANIES)

(End of clause)

H.7 INSTRUCTIONS TO CONTRACTOR REGARDING NON-DISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACT ACT-AFFECTED CONTRACTS

(1) Background: Service contracts and subcontracts with employees who are specifically covered by the Service Contract Act subject to requirements in FAR Subpart 22.12—Nondisplacement of Qualified Workers Under Service Contracts. Applicability. FAR 52.222-17, “Nondisplacement of Qualified Workers” takes precedence, if there should be any conflict with any information in this specific contract term.

(A)(i) This requires successor contractors under a newly-awarded contract to offer employment on a first right of refusal to Service Contract Act-covered employees under a current contract that includes FAR 52.222-17. When a service contract (which is any contract or subcontract for services entered into by the Federal Government or its contractors that is covered in whole or in part concerning its requirement by the McNamara-O'Hara Service Contract Act of 1965, as amended, and its implementing regulations) succeeds a contract for performance of the same or similar services, at the same location, the successor contractor and its subcontractors are required to offer those service employees that are employed under the predecessor contract, and whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Executive Order 13495 prohibits employment openings under the successor contract until such right of first refusal has been provided.

(ii) Method of job offer. The successor contractor shall make job offers to current contract employees (who are covered by the Service Contract Act) as specified herein. The current contract is held by: (CONTRACTING OFFICER; INSERT NAME OF CURRENT CONTRACTOR, CONTRACT NUMBER, and OFFICIAL CONTRACTOR BUSINESS/MAILING ADDRESS). A job offer made by a successor contractor must be a bona fide express offer of employment on the contract. Each bona fide express offer made to a qualified service employee on the predecessor contract must have a stated time limit of not less than ten (10) days for an employee response. Prior to the expiration of the 10-day period, the contractor is prohibited from offering employment on the contract to any other person, subject to the exceptions at FAR 22.1203-5. Any question concerning an employee's qualifications shall be decided based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and a contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the

service contract, and are consistent with Executive Order 13495. An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits.

(iii) Exceptions to Job Offer requirements. (a) A successor contractor or its subcontractors are not required to offer employment to any service employee of the predecessor contractor who (1) Will be retained by the predecessor contractor. (2) The successor contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job. (See 29 CFR 9.12(c)(4) for regulatory provisions addressing circumstances in which this exception would or would not be appropriate.) (b) A successor contractor or its subcontractors may employ under the contract any of its current service employees who (1) have worked for the successor contractor or its subcontractors for at least three months immediately preceding the commencement of the successor contract, and (2) would otherwise face lay-off or discharge. (c) The successor contractor bears the responsibility of demonstrating the appropriateness of claiming any of the preceding exceptions and the exemption listed at FAR 22.1203-2(a)(5) involving nonfederal work and must provide notice of such with its proposal to the Government.

(B)(i) The predecessor contractor is required to furnish to the contracting officer a certified list of the names of all service employees working under the contract and its subcontracts at the time the list is submitted. The certified service employee lists must be provided not less than thirty (30) days before completion of the contract. The certified list must also contain anniversary dates of employment of each service employee under the contract and subcontracts for services. The information on this list is the same as that on the seniority list required by paragraph (n) of the clause at FAR 52.222-41, "Service Contract Act of 1965." If there are no changes to the workforce before the predecessor contract is completed, then the predecessor contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of FAR 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor contractor shall submit a revised certified list not less than ten (10) days prior to performance completion. The Contractor shall submit such list to: CONTRACTING OFFICER FILL IN ADDRESS. (b) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer will provide the certified service employee list to the successor contractor.

(ii) Contractor Notification Service Employees. (a) The predecessor contractor shall provide written notice, the same or substantially the same as the model notice provided under Appendix B of Title 29, Code of Federal Regulations, Chapter 9 to service employees of their possible right to an offer of employment with the successor contractor. The written notice shall be (1) Posted in a conspicuous place at the worksite; or (2) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(2) Enforcement methods. Contractors are hereby notified that all specified enforcement methods to ensure contractor compliance with these requirements may be applied at the discretion of the Contracting Officer and as such may be specified under direction from the U.S. Department of Labor.

(End of special contract requirement)

(End of clause)

H.8 IDENTIFICATION OF CONTRACTOR EMPLOYEES AT GOVERNMENT FACILITIES

(a) During the period of this contract, the rights of ingress and egress to and from any office for Contractor representatives shall be made available as necessary to perform this contract. All contractor employees, whose duties under this contract require their presence at any Department of Homeland Security (DHS) facility, or any other Government facility, or a facility operated for DHS, or other Government agencies under contract, shall be clearly identifiable by a distinctive badge furnished by the Government. All passenger and baggage screening areas are considered DHS operated facilities under this

contract. All prescribed information shall immediately be delivered to the TSA Security Office for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site contractor personnel are responsible for adherence to the security regulations applicable to that site.

(b) The Contractor shall comply with the following TSA Management Directives, as applicable:

- TSA Management Directive No. 2800.7, Issuance of TSA Headquarters Photo Access Pass
- TSA Management Directive No. 2800.71, TSA Headquarters Access Control

(End of clause)

H.9 DHS Personal Identity Verification (PIV) Cardholder Responsibility

The DHS PIV Card is for official purposes only. The Contractor shall maintain control of the DHS PIV Card at all times and not allow anyone to use the DHS PIV Card for an unauthorized purpose.

The contractor shall be responsible for the cost of transporting Contractor employees to the nearest PIV Card Issuance Facility (PCIF) for the issuance, re-issuance and renewal of PIV Cards.

The Contractor shall report any lost, stolen, or compromised card to a DHS PIV Card Issuance Facility (PCIF); the Identity Management Division (IMD) Service Support Desk (SSD) at OneCardSSD@hq.dhs.gov or (877) 807-7230; or the Component headquarters (HQ) PCIF Office so they can immediately revoke the certificates on the DHS PIV Card.

The Contractor understands that if the DHS PIV Card is misused, lost or stolen through noncompliance with these requirements, the Contractor may be subject to administrative action.

The Contractor shall surrender the DHS PIV Card to the appropriate authority when employment or association with DHS is terminated; appointment to the position indicated on the card is discontinued; or upon request by appropriate authority or when the contract expires or terminates.

The Contractor shall not alter or deface the DHS PIV Card. Altering or defacing includes punching a hole in, adhering decals to, or embossing the card.

(End of clause)

H.10 SERVICE CONTRACT ACT APPLICABILITY

In accordance with ATSA, the requirements of the Service Contract Act do not apply to the occupational roles of certified Transportation Security Officer (TSO), Lead Transportation Security Officer (LTSO), Supervisory Transportation Security Officer (STSO), and Behavior Detection Officer. The Service Contract Act applies to non-screener occupations providing direct benefit to the Government. For non-screener occupations, the Contractor shall comply with the applicable wage determinations for its performance location. The applicable wage determinations may be found at the following website; www.dol.gov. Also refer to Clause 52.222-41, Service Contract Act in Section I.

(End of clause)

H.11 NON-PERSONAL SERVICES

(a) As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992, Policy Letter on Inherently Government Functions, 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. 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.

(b) 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 with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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

(End of clause)

H.12 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.

(End of clause)

H.13 PASSENGER AND BAGGAGE CLAIMS

(a) While the TSA wants to ensure that claims of passengers at airports are dealt with fairly and promptly, the resolution of passenger and baggage claims is a matter of state law and must be resolved between the Contractor and the claimant. If a claimant files a claim with the TSA, it will be referred to

the contractor for processing. The Contractor will then process all passenger and baggage claims in accordance with its Claims Plan and applicable state tort law. See Section H clause “Contractor Responsibilities” for other related information.

(b) The limitation of liability under the Federal Tort Claims Act (FTCA) specifies that TSA will not pay for claims under the contract unless TSA employees are at fault. The FTCA creates liability only for acts or omissions of an employee of the Government “while acting within the scope of his office or employment.” See 28 U.S.C. § 1346(b). Except as covered by the FTCA, the payment of claims is not an allowable cost directly or indirectly under the contract.

(c) The Contractor shall insert a Notice of Inspection (NOI) into a passenger’s baggage if it is selected for search. The Contractor shall obtain approval from TSA regarding the content of the notice before using the NOI. The NOI shall not reference TSA or contain any TSA insignia. The NOI shall reference the contract as the authority under which inspection of passenger baggage is authorized. The NOI shall provide information on how to obtain a claim submission form, which shall be a Contractor-created form separate from the Standard Form 95.

(d) TSA reserves the right to audit the Contractor’s claims processing at any time.

(e) TSA provides the following guidance when dealing with claims:

- Hold claim information for a minimum of two years.
- Support a claim resolution period of 60 days, with the exception of extraordinary circumstances, i.e. further adjudication.
- Claims plan shall include reconsideration or appeals procedures.
- Claims plan shall cover claims for lost or damaged personal property as well as claims for personal injury or wrongful death.

(End of clause)

H.14 INSURANCE (APPLICABLE ONLY AT AWARD)

(a) The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance, such insurance to specifically include liability assumed by the Contractor under this contract. The Support of Anti-terrorism by Fostering Effective Technologies Act of 2002, Subtitle G of Title VIII of the Homeland Security Act of 2002 (§§ 861-65), called the “SAFETY Act,” applies to terrorist acts as defined in the Act. Where the SAFETY Act designation and/or certification applies, contractors must maintain insurance levels required for certification under the Act as determined on an applicant-by-applicant basis by the Department of Homeland Security (DHS). SAFETY Act designation or certification status is not required for this contract.

The link to the DHS SAFETY Act website page that contains the SPP Block Notice and brief instructions on submitting an application under the SPP Block Designation is:

<https://www.safetyact.gov/jsp/procurement/samsProcurement.do?action=viewProcurementPublic&procID=18>.

(b) Except as otherwise required by DHS for SAFETY ACT coverage, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as TSA may require under this contract as follows:

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and
- (5) Property damage liability insurance, with a limit of not less than \$20,000 for each accident.

(End of clause)

H.15 SUBCONTRACT FLOW-DOWN

All terms and conditions of this contract shall apply to all subcontracts of any tier that are directly or indirectly involved in the performance of this contract.

(End of clause)

H.16 TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who will be specifically appointed by the Contracting Officer. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and will not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total contract effort or contract value, i.e. cost, price, or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR. When a short turnaround time is required, the COR may issue technical direction verbally. Any verbal direction will be followed by written direction within 24 hours.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer will either issue an appropriate modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor shall proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of clause)

H.17 SECTION 508 STANDARDS

The Rehabilitation Act of 1973, as amended, insures that Federal employees with disabilities will be able to use information technology to do their jobs and that members of the public who are seeking information from Federal sources will be able to use information technology to access the information on equal footing with people who do not have disabilities. Information on the Section 508 standards can be viewed at www.section508.gov. Work performed under this contract will be subject to compliance with the standards in effect as of the date of contract award.

(End of clause)

H.18 REQUIREMENTS AND DUTIES FOR HANDLING SENSITIVE SECURITY INFORMATION (SSI)

The TSA Contractor will administer and handle any Sensitive Security Information (SSI) in accordance with the procedures and policies outlined in 49 CFR Part 1520.

(a). Requirements for Safeguarding and Control of SSI. For purposes of this Contract, all information that the TSA provides or causes to be provided to the Contractor as SSI in connection with its duties under this contract shall be covered by TSA policies and procedures for safeguarding and control of SSI, as available at www.tsa.gov until the TSA specifically authorizes the Contractor in writing to treat any such information as public. This requirement shall be applicable to all subcontracting on the contract.

(b). Definition of Confidential Information. In addition to the SSI defined by TSA, SSI on this contract shall also include: (1) any specifications, know-how, strategies or technical data, processes, business documents or information, marketing research and other data, customer or client lists, or sources of information which are owned, used or possessed exclusively by or for the benefit of the TSA and based on SSI; (2) SSI-derived work product(s); (3) all SSI obtained by the Contractor from a third party in connection with performance under this contract.

(c). Duty to Maintain SSI. Except as required by any law, court order, subpoena, or by the TSA, or as required to perform Contractor's duties under this Contract, neither Contractor nor its related entities shall disclose SSI to anyone without a valid need to know, nor shall they use or allow the use of SSI to further any private interest other than those within the scope of this Contract. The Contractor shall immediately notify the TSA Contracting Officer in writing of any subpoena or court order requiring disclosure of SSI.

(End of clause)

H.19 COMPENSATION AND OTHER BENEFITS

Pursuant to Section 108 of the Aviation and Transportation Security Act (ATSA) (Public Law 107-71), codified at 49 U.S.C. §44920 (opt-out program), qualified screening companies shall provide compensation and other benefits to private security screeners "...that are not less than the level of compensation and other benefits provided to such Federal Government personnel...". TSA will verify that each screening company is in compliance with this statute. In order to perform this verification, the contractor shall include this information in their initial proposal for the basic award, and then certify quarterly thereafter.

TSA has interpreted the statute to require contract-screening companies to provide pay and benefits at a loaded cost (direct hour plus percentage cost of fringe benefits) to all screeners that equals or exceeds the loaded cost of the pay and benefits provided by the Federal Government. This approach: (1) provides the contractor with flexibility to trade additional pay against other benefits, or to enhance certain benefits and reduce others; (2) enables the contractor to determine and provide the best package necessary for the recruitment and retention of quality private security screeners; and (3) increases flexibility while permitting recruitment and retention of quality private security screeners. Therefore, the contractors shall provide at least the minimum loaded wage rate as discussed below. Contractors shall provide full compensation and other benefits upon initial hiring for private security screener positions.

On a quarterly basis the contractor shall provide the Government with a signed certification stating the compensation provided to each contractor employee performing screening services is equal to or greater than the minimum rate of compensation a federal screener would earn in the same geographic location performing same or similar service. (See F.4 Reporting, Table 1, #A021).

Any additional compensation afforded by executive order to Federal Employees, such as additional full or partial holidays or time off other than those outlined by U.S. Code, does not apply to private contract screeners.

Wage Determination for Screeners

The following information represents the Components of TSA's ATSA Loaded Wage Minimum Requirements rates for all screeners.

- TSA Minimum Loaded Labor Rates are based upon TSA's minimum direct labor rates for Pay Bands D, F, & G divided by either 2088 productive hours for a leap year or 2080 hours for a non-leap year. See table below. Revised labor rates, when necessary, will be provided via contract modification.
 - TSOs are compensated in accordance with the D Band schedule; LTSOs are compensated in accordance with the F Band schedule; STSOs are compensated in accordance with the G Band schedule.
 - BDOs at the Master level are compensated in accordance with the F Band schedule; BDOs at the Expert level are compensated in accordance with the G Band schedule.
- Locality Pay Rates are set by the Office of Personnel Management, usually effective January 1 of the calendar year. These can be found at <http://www.opm.gov/oca/10tables/indexGS.asp>.
- TSA Fringe rate for SPP is 55.1 percent.

The TSA Minimum Loaded Labor Rate is calculated by multiplying the minimum hourly direct labor rate by the locality rate and the fringe rate. The following formula shall be used in performing this calculation:

- TSA Minimum Loaded Labor Rate = [Minimum Direct Labor (annual) / 2080¹ * (1 + Locality Pay Rate)] * (1 + TSA Fringe Rate)
- ¹ Or by 2088 in the case of a leap year.

The tables below show the ATSA comparison wage rates applicable for calendar year 2012.

Airport: MCI

Grade	TSO	LTSO/BDO	STSO/BDO
Minimum Annual Pay	\$25,518.00	\$33,627.00	\$39,358.00
Locality Pay	14.16%	14.16%	14.16%
TSA Fringe	55.10%	55.10%	55.10%
Annual Compensation	\$45,182.72	\$59,540.69	\$69,688.12
ATSA Comparison Rate	\$21.72	\$28.63	\$33.50

TSA Screeners receive the following pay. This is provided for informational purposes only.

- Night/shift premium of 10 percent for any hours worked between 6 pm and 6 am.
- Sunday premium of 25 percent for any hours worked on Sundays
- night/shift premium and Sunday premium if worked concurrently (10 percent night and 25 percent Sunday)
- Double pay for holidays worked
- The minimum loaded rates in the rate tables do not include holiday and premium (Sunday, night-shift) pay

TSA's Fringe Rate Components (also see Attachment J.8, Guideline for the Development of Benefits, for more information). This is provided for informational purposes only.

- Retirement - complete share of weighted CSRS/FERS (Civil Service Retirement System/Federal Employee Retirement System) cost plus retiree health, social security and Thrift Savings Plan (TSP)
- Insurance and Health
- Medicare
- Miscellaneous Fringe (inclusive of Workman Compensation, Bonuses, Unemployment, etc.)

Other (Holidays, Leave, Vacation)

(End of clause)

H.20 GOVERNMENT PROPERTY REPORTS DEVIATION (HSAR 3052.245.70) (AUG 2008)

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

(End of clause)

H.21 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (HSAR 3052.222-70) (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

H.22 CONTRACTOR SECURITY REQUIREMENTS

Security Policy

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. 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.

The contractor shall follow all applicable TSA and DHS policies, procedures, guidelines, and standards including but not limited to:

- DHS Policy 4300A Sensitive Systems Handbook
- TSA MD 1400.3 Information Technology Security
- DHS IT Security Architecture Guidance Volumes 1, 2 and 3
- DHS/TSA System Lifecycle (SLC)

Controls

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 MD 4300A and TSA MD 1400 series security policy documents and are based on the NIST 800-53 security controls.

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.

Interconnectivity and Remote Access

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.

The contractor remote access connection to TSA networks shall be considered a privilege 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 IT SECURITY.

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

Data Security

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. All TSA data, including but not limited to PII, sensitive security information (SSI), and sensitive but unclassified (SBU), critical infrastructure information (CII), shall be protected according to DHS and TSA security policies and mandates.

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:

- Products Advanced Encryption Standard (AES) algorithms that have been validated under FIPS 140-2.
- National Security Agency (NSA) Type 2 or Type 1 encryption.
- 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 be responsible for 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") to ensure that they will be limited to those products that have been evaluated and validated, as appropriate, in accordance with one of the following:

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

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 or destroyed in accordance with TSA MD 1400.3 and related IT Security Policy Handbook. The contractor shall certify in writing to that sanitization and/or destruction has been performed. The certification shall be delivered via e-mail to the SPP airport COR.

Certification and Accreditation (C&A)

Certification and Accreditation (C&A) in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37 for unclassified systems, or the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) for classified 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 pilot systems (if connected to the operational network or processing, storing, or transmitting government data). All NIST and DITSCAP guidance are publicly available; TSA security policy is disclosed upon contract award. A written authorization 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 C&A effort.

The Security-Accreditation Package will contain the following security documentation: 1) Security Assessment Report (SAR) 2) System Security Plan (SSP), 3) Contingency Plan (CP) , 4) Contingency Plan Test Results (CPTR), 5) Federal Information Processing Standards (FIPS) 199 Categorization, 6) Privacy Threshold Analysis (PTA) and Privacy Impact Assessment (PIA), 7) E-Authentication (E-Auth), 8) Security test and Evaluation (ST&E) Plan, 9) Authorization to Operate (ATO) Letter, 10) Plan of Action and Milestones (POA&M), and 11) Requirements Traceability Matrix (RTM). The ISSO is responsible for the SSP, CP, CPTR, FIPS 199, PTA, PIA and E-Auth documents during the Initiation Phase of the Certification and Accreditation effort. The ISSO is also responsible for the Continuous Monitoring Phase of the Certification and Accreditation process which requires annual self-assessments to be performed and contingency plan tests to be conducted. Tracking and remediating weaknesses of the POA&M items is also an ISSO activity. The Primary Certifier is responsible for the SAR, RTM, ST&E Plan, the ATO Letter, and creating the POA&M during a Certification and Accreditation cycle.

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

Audits

The contractor shall comply with requests to be audited and provide timely responses to requests for data, information, and analysis from the Department of Homeland Security (DHS) Office of Inspector General (OIG), General Accounting Office (GAO), and TSA IT Security and management. Each group will have their own timescale per the type of audit performed; TSA IT Security audits require a 10-day response time.

The contractor shall provide support during the IT SECURITY audit activities and efforts. These audit activities may include, but are not limited to the following: requests for system access for penetration testing, vulnerability scanning, incident response and forensic review.

(End of clause)

H.23 SAFETY AND HEALTH – TSA CONTRACTS

TSA's primary mission is to protect the Nation's transportation system and ensure freedom of movement for people and commerce. Occupational safety and health (OSH) in TSA workplaces is a top priority and good business. Preventing workplace injuries and illnesses is essential to our ability to deliver a fully trained and ready workforce to tackle our mission.

(a) By definition, safety is the absence of working conditions and behaviors that can cause death, injury, occupational illness, damage to or loss of facilities, equipment, or property, or damage to the environment. TSA's occupational safety and health priority is to protect: (1) the TSA workforce (including contractor employees working on TSA contracts) from recognized hazards, (2) facilities, equipment, and property, and (3) the environment.

(b) The Contractor shall take all reasonable OSH measures in performing this contract. Occupational Safety and Health Administration (OSHA) standards (29 CFR 1910) are the minimum acceptable criteria for TSA workplaces. The Contractor shall comply with all Federal, state, and local laws applicable to

safety and occupational health and with applicable TSA safety and occupational health policies, procedures, specifications, and reporting requirements prescribed by TSA MD 2400.1(Occupational Safety and Health Program) and the OSH Manual, including any other relevant requirements expressly stated in this contract.

(c) The Contractor shall take, or cause to be taken, any other OSH-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

The Contractor shall immediately notify and promptly report to the Contracting Officer or their designee any incident or occupational exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of facilities, property, and /or equipment beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$5,000 or more, or near-miss (a situation or occurrence with no injury, no damage, or only minor damage less than \$1,000, but possesses the potential to cause any type incident resulting in any injury, damage, or negative mission impact) that may be of immediate interest to TSA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee.

In addition, service Contractors (excluding construction contracts) shall provide quarterly reports with OSHA 300 Log information (29 CFR 1904) and incident dollar losses as specified in the contract Schedule. OSHA reporting forms are available at: <http://www.osha.gov/recordkeeping/RKforms.html>

(e) The Contractor shall promptly investigate all reported workplace hazards, work-related incidents, and near misses to the extent necessary to determine the causal and contributing factors and furnish a report to the Contracting Officer in such form as the Contracting Officer may require of the investigative findings, including proposed or completed corrective actions.

(f) The Contractor shall encourage its employees to identify and report unsafe and unhealthful working conditions to their supervisor/manager and to recommend better and safer ways to conduct operations, as appropriate.

(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify the corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the TSA workforce (including contractor employees working on TSA contracts), the general public, or high value or mission critical facilities, equipment, and/or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the TSA workforce (including Contractor employees working on TSA contracts), the general public, or high

value or mission critical facilities, equipment, and/or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA), Department of Homeland Security (DHS), or TSA management directives and guidance documents.

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the workplace hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) above from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA, DHS, or TSA management directives and guidance documents constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause.

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's OSH measures under this clause.

(j) The Contractor shall continually update its OSH plan, when necessary. In particular, the Contractor shall furnish a list of all hazardous operations and activities to be performed, and a list of other major or key operations and activities required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. TSA and the Contractor shall jointly decide which operations and activities are to be considered hazardous, with TSA as the final authority. Before hazardous operations and activities commence, the Contractor shall submit for TSA concurrence:

- (1) Written standard operating procedures for all hazardous operations and activities; and
- (2) Qualification standards for personnel involved in hazardous operations and activities.

(End of clause)

H.24 CONTRACTOR EMPLOYEE ACCESS TO SENSITIVE SECURITY INFORMATION (SSI)

Work under this contract may involve access to Sensitive Security Information (SSI) by contractor employees. Access to SSI is restricted to covered persons with a need to know. As covered persons, contractor employees with access to SSI have a duty to protect SSI and therefore must adhere to the safeguarding procedures set forth in 49 CFR part 1520 and DHS Management Directive 11056.1. Moreover, contractor employees are required to follow the TSA SSI Office policies and procedures described in the attached SSI Quick Reference Guide. These safeguarding procedures include SSI recognition, restrictions on disclosure, storage, handling, sharing, dissemination, and destruction of SSI. Unauthorized disclosure of SSI is grounds for civil penalties or other corrective action.

(End of clause)

H.25 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.

Sensitive PII have higher impact ratings for purposes of privacy incident handling.

(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 its systems, 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 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 Representative (COR), 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 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.

(End of clause)

H.26 NOTICE CONCERNING CONTRACTOR PERFORMANCE AND DUTY HOURS

Notwithstanding the duty status or operating hours observed by Transportation Security Administration (TSA), the federal government, the airport authority, or other entities, the Contractor is required to provide full staffing as required under the contract. This requirement applies on holidays, conditions of inclement weather, or other event, regardless of authorized absence and/or early dismissal of any TSA employee. The Contracting Officer's Representative and/or the Contracting Officer will notify the contractor should events necessitate a temporary reduction in staffing or in the event of an airport closure. Failure of the Contractor to otherwise provide full staffing as required by this contract is a cause for Termination for Default and the application of all other remedies available to the Government.

(End of clause)

H.27 PUBLICITY AND DISSEMINATION OF CONTRACT INFORMATION

Publicity releases in connection with this contract 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 full business days' notice is required for requests made in accordance with this provision.

(End of clause)

H.28 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.

(End of clause)

H.29 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.

(End of clause)

H.30 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(s) 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(s) 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.

(End of clause)

H.31 QUALIFICATIONS 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 a Contractor employee, when the Contracting Officer deems this to be in the public interest and/or in the best interest of national security.

(End of clause)

H.32 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.

(End of clause)

H.33 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.

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 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.

(End of clause)

H.34 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 the COR at the specified airport.

(End of clause)

H.36 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.

(End of clause)

H.37 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.

(End of clause)

H.38 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.

(End of clause)

H.39 EMPLOYEE TERMINATION

The contractor shall notify the Contracting Officer and the Contracting Officer's 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.

(End of clause)

H.40 WORKPLACE VIOLENCE PREVENTION

All Contractor personnel requiring unescorted access to TSA facilities, information systems, or information will be required to complete Workplace Violence Prevention training available through the TSA Online Learning Center. The course, entitled "Preventing Workplace Violence at TSA" shall be completed within 60 days of onboarding.

(End of clause)

H.41 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer's Representative (COR) in writing of any changes needed in building, information systems, or other information access requirements for its employees in order to meet contract requirements not later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to the COR: full name, social security number, effective date, and reason for change.

(End of clause)

H.42 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 FIPS 140-2.
- 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

(End of clause)

H.43 CONTINGENCY AND/OR CONTINUITY OF OPERATIONS SUPPORT OF TRANSPORTATION SECURITY ADMINISTRATION OPERATIONS

(a) Background. The Transportation Security Administration (TSA) is a component of the Department of Homeland Security (DHS) and is responsible for the security of the nation's transportation system. This includes not only the security screening operations conducted for passenger air travel, but also security operations protecting air cargo and shipping, surface and other transportation modes including rail, and pipelines and other transportation infrastructure. To those ends, the TSA must be able to respond quickly to incidents, and increase and re-constitute its operational posture ("continuity of operations") in response to threats and the possibility of actual attacks upon or disruption to government operations or national infrastructure. The TSA has an internal capacity to establish and operate Critical Incident Management Groups in response to a specific, TSA-only incident, or as a part of larger DHS operation due to orders from the DHS Secretary, or due to increased threat levels under the National Terrorism Advisory System, or federal operations up to and including responsibilities assigned under the National Response Framework. To these ends, the TSA must be able to count upon a correlated contractor capability to surge capacity in response to incidents or quickly re-constitute capability to recover from a

catastrophe. Accordingly, TSA contractors must be prepared and able to provide surge capacity and to reconstitute operational capability to perform under contract as required in response to an emergency.

(b) Definitions. The meaning of specific contingency or emergency-related terms herein proceeds from those definitions within the National Response Framework and are available from the National Response Framework Resource Center glossary at <http://www.fema.gov/emergency/nrf/>.

(c) Force and effect of this clause. Without regard to the extent that the Contractor's actual responses in order to meet the requirements of this clause may be necessitated by occurrences or conditions as described in the "Excusable Delays" paragraph of FAR 52.212-4, "Contract Terms and Conditions—Commercial Items" clause or those described in the FAR 52.249-14, "Excusable Delays" clause (or such related conditions as described in other clauses, such as the FAR 52.249-8 "Default (Fixed-Price Supply and Service)," 52.249-9 "Default (Fixed-Price Research and Development)," and/or FAR 52.249-10 (Fixed-Price Construction)," if included in the contract), the Contractor shall provide surge capacity, re-establish functions, and reconstitute capability and performance under this contract as quickly as possible in response to an incident and/or as ordered by the Contracting Officer.

(d) Response functions and capabilities. The Contractor shall establish and maintain the following capabilities as a requirement of this contract.

(1) Continuity of Operations (COOP) Plan. The Contractor shall establish a written continuity of operations plan in accordance with "Continuity Guidance Circular 1 (CCG1), Continuity Guidance for Non-Federal Agencies" of January 2009. In general, COOP plans must be designed in order to:

- i. Minimize loss of life, injury, and property damage.
- ii. Mitigate the duration, severity, or pervasiveness of disruptions that do occur.
- iii. Achieve the timely and orderly resumption of essential functions and the return to normal operations.
- iv. Protect essential facilities, equipment, records, and assets.
- v. Be executable with or without warning.
- vi. Meet the operational requirements of the TSA. Continuity plans need to be operational within minutes of activation, depending on the essential function or service, but certainly should be operational no later than 12 hours after activation.
- vii. Meet the sustainment needs of the TSA. An organization may need to plan for sustained continuity operations for up to 30 days or longer, depending on resources, support relationships, and the respective continuity strategy adopted.
- viii. Ensure the continuous performance of essential functions and operations during an emergency, including those such as pandemic influenza that require additional considerations beyond traditional continuity planning.
- ix. Provide an integrated and coordinated continuity framework that takes into consideration other relevant organizational, governmental, and private sector continuity plans and procedures.

The Contractor's COOP Plan is intended to be executed in response to an incident, and the COOP Plan shall address each of the following requirements in depth, in addition to the essential functions described in CCG1:

(A) Communications. In the case of an applicable incident or a notification per paragraph (e) "Response Requirement" below, the Contractor shall maintain or be able to re-establish active, real-time communication with its employees under the contract during the 24-hour day period on all days during the week such that the Contractor can ensure performance under the contract will continue at such alternate locations under the contract to meet specified deliverables and/or response to surge capacity. Likewise, the Contractor shall ensure that effective communication about its contract performance can continue with the Contracting Officer, taking into account the operational profile or location of TSA facilities or assets in response to an incident in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.

(B) Facilities. In the case of an applicable incident or a notification per paragraph (e) “Response Requirement” below, the Contractor shall be able to re-constitute contractor presence at self-provided facilities or at Government-provided facility space as may be required in order to meet specified deliverables and/or response to surge capacity orders from the Contracting Officer.

(C) Information Systems/Network. In the case of an applicable incident or a notification per paragraph (e) “Response Requirement” below, the Contractor shall maintain and be able to re-constitute an information systems network at its facilities or for use at alternate facilities as may be necessary in order to meet specified deliverables and/or respond to surge capacity orders from the Contracting Officer.

(D) Annual or Periodic COOP Exercise. Under the monitoring of the Contracting Officer and Contracting Officer’s Representative (COR), the Contractor shall conduct an annual exercise to test the capabilities of its COOP Plan, or the Contractor may be included in periodic TSA COOP exercises as a means of fulfilling this requirement. Typically, a simulated scenario for the exercise will be developed, and the contractor’s management team will place the scenario into action on a simulated basis. As with all exercises, responses to the exercise must be based on the known capacities and capabilities of the contractor’s personnel and assets and take the actual disposition and locations of personnel and assets into account at the initiation and during the conduct of the exercise. Thus, while the exercise’s scenario is simulated, the contractor’s ability to initiate and to plan the execution of a response to the scenario via the COOP Plan is actual and will be assessed by the Government. The Contractor shall implement recommendations as a consequence of the Government’s assessment of its performance in response to the exercise. The Government’s assessment of COOP plan practice may be likewise included at the Government’s discretion as a portion of the “management” element assessed under the Contractor Performance Assessment Reporting System. Initiation of an exercise in response to the requirements of this clause does not entitle the Contractor to an equitable adjustment or otherwise constitute a change to this contract.

(E) Surge capacity and Continuity of Operations (COOP). The Contractor may be required to provide either surge capacity and/or a COOP response to conditions related to this clause. “Surge capacity” means that the volume and pace of the contractor’s performance is required to increase to meet the TSA’s increased volume of work and tempo of operations in an emergency situation. “COOP” means that the contractor may have to conduct various activities to re-establish or reconstitute operations in response to an incident, which could also include a necessity to provide for surge capacity.

(e) Response Requirement. The Contractor shall provide surge capacity to implement an increased workload within (Contracting Officer; fill in the amount): 24 hours of notification by the Contracting Officer in the event of:

- (1) a specific declaration of national emergency by the Executive Office of the President and/or the occurrence of an Incident of National Significance or Major Disaster;
- (2) a contingency operation initiated by DHS and/or the TSA;
- (3) a continuity of operations re-establishment of DHS and/or its components' locations, deployments, or operational profiles;
- (4) an emergency or event that affects DHS or TSA operations, requires a specific response as directed by the President, Secretary of Homeland Security, or Principal Federal Official so designated, and/or actuates part or all of the requirements within the National Response Framework;
- (5) an increase in the Threat Levels published via the Homeland Security Advisory System, either on a national or an industry/sector specific basis (especially with respect to the Threat Conditions of “High,” and/or “Severe”); and/or
- (6) the establishment of a specific TSA Critical Incident Management Group related to the functional area supported by this contract.

Staffing requirements may increase dramatically during such contingency operations or events. During the beginning of a contingency, the contractor shall be prepared to augment staffing for the duration of the contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency.

(f) Ordering Surge Support. When the contractor's support to provide surge capacity in response to the requirements of this clause is required under the contract, a duly appointed and warranted Contracting Officer will order such support in writing. Only such a designated Contracting Officer is authorized to direct Contractor's performance in support of the requirements of this clause.

(g) Annual Statement Affirming Compliance. During each year of performance while this contract is in force, the Contractor is required to submit to the Contracting Officer, on the first day of December or the next following business day, a statement affirming the contractor's intent to comply fully with the requirements of this clause and to indicate sufficient internal capacity to do so.

(h) Right to an Equitable Adjustment. This clause in no way diminishes or alters the right of the Contractor to an equitable adjustment for performance initiated in response to the Contracting Officer's direction from paragraph (e) above.

(End of clause)

H.44 PERSONNEL ACCESS

All Contractor personnel requiring unescorted access to TSA facilities, information systems, or information will be subject to the security procedures set forth in this contract.

(End of clause)

H.45 STANDARDS OF CONDUCT AND RESTRICTIONS

Contractor personnel working under this contract shall conduct themselves in a manner consistent with the 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.

(End of clause)

H.46 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.

(End of clause)

H.47 PERIOD OF PERFORMANCE FOR CONTRACTS REQUIRING EMPLOYEE BACKGROUND CHECKS

The period of performance begins 60 days after contract award to allow for the Enter On Duty Suitability Determination. A contract modification shall be executed to revise the period of performance if the determination process is completed earlier.

(End of clause)

H.48 SUITABILITY DETERMINATION FOR CONTRACTOR 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.

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

Full text of a clause may be accessed electronically at this/these address (es):

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

<http://farsite.hill.af.mil/>

<http://www.arnet.gov>

Clause	Title	Date	Required by:
52.202-1	Definitions	Nov 2013	2.201
52.203-3	Gratuities	Apr 1984	3.202
52.203-5	Covenant Against Contingent Fees	Apr 1984	3.404
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006	3.503.2
52.203-7	Anti-Kickback Procedures	Oct 2010	3.502.3
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997	3.104-9(a)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997	3.104-9(b)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sept 2007	3.808(a)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010	3.808(b)
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010	3.1004(a)
52.203-14	Display of Hotline Poster(s).	Dec 2007	3.1004(b)
52.204-2	Security Requirements	Aug 1996	4.404(a)
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	May 2011	4.303

Clause	Title	Date	Required by:
52.204-7	System for Award Management	July 2013	4.1105
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011	4.1303
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	July 2013	4.1403(a)
52.207-3	Right of First Refusal of Employment	May 2006	7.305(c)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	Oct 2008	8.004
52.209-5	Certification Regarding Responsibility Matters	Apr 2010	9.104-7(a)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Aug 2013	9.409
52.209-7	Information Regarding Responsibility Matters	Feb 2012	9.104-7(b)
52.210-1	Market Research	Apr 2011	10.003
52.215-2	Audit and Records—Negotiation.	Oct 2010	15.209(b)
52.215-8	Order of Precedence—Uniform Contract Format.	Oct 1997	15.209(h)
52.219-9	Small Business Subcontracting Plan Alternate II	Jan 2013	19.708(b)(1)
52.219-14	Limitations on Subcontracting	Nov 2011	19.508(e) or 19.811-3(e)
52.219-16	Liquidated Damages—Subcontracting Plan	Jan 1999	19.708(b)(2)
52.222-1	Notice to the Government of Labor Disputes	Feb 1997	22.103-5(a)
52.222-3	Clause Convict Labor	June 2003	22.202
52.222-17	Nondisplacement of Qualified Workers	Jan 2013	22.1207
52.222-21	Prohibition of Segregated Facilities.	Feb 1999	22.810(a)(1)

Clause	Title	Date	Required by:
52.222-26	Equal Opportunity.	Mar 2007	22.810(e)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sept 2010	22.1310(a)(1)
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010	22.1408(a)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Sept 2010	22.1310(b)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010	22.1605
52.222-41	Service Contract Act of 1965.	Nov 2007	22.1006(a)
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989	22.1006(b)
52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).	Sept 2009	22.1006(c)(1),
52.222-50	Combating Trafficking in Persons	Feb 2009	22.1705(a)
52.222-54	Employment Eligibility Verification	Aug 2013	22.1803
52.223-6	Drug-Free Workplace	May 2001	23.505
52.223-10	Waste Reduction Program.	May 2011	23.705(a)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while driving	Aug 2011	23.1105
52.223-19	Compliance with Environmental Management Systems	May 2011	23.903
52.224-1	Privacy Act Notification	Apr 1984	24.104(a)
52.224-2	Privacy Act	Apr 1984	24.104(b)
52.225-13	Restrictions on Certain Foreign Purchases	June 2008	25.1103(a)

Clause	Title	Date	Required by:
52.227-1	Authorization and Consent	Dec 2007	27.201-2(a)(1)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Dec 2007	27.201-2(b)
52.227-14	Rights in Data—General	Dec 2007	27.409(b)(1)
52.227-17	Nondisplacement of Qualified Workers	Jan 2013	22.1207
52.228-7	Insurance-Liability to Third Persons	Mar 1996	28.311-1
52.229-3	Federal, State, and Local Taxes	Feb 2013	29.401-3
52.230-1	Cost Accounting Standards Notices and Certification	May 2012	30.201-3
52.232-1	Payments	Apr 1984	32.111(a)(1)
52.232-8	Discounts for Prompt Payment	Feb 2002	32.111(b)(1)
52.232-9	Limitation on Withholding of Payments	Apr 1984	32.111(b)(2)
52.232-11	Extras	Apr 1984	32.111(c)(2)
52.232-16	Progress Payments	Apr 2012	32.502 (a)
52.232-17	Interest	Oct 2010	32.611(a) 32.611(b)
52.232-18	Availability of Funds	Apr 1984	32.705-1(a)
52.232-23	Assignment of Claims	Jan 1986	32.806(a)(1)
52.232-25	Prompt Payment.	July 2013	32.908(c)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	July 2013	32.1110(a)(1)
52.233-1	Disputes	July 2002	33.215
52.233-3	Protests after Award	Aug 1996	33.106(b)
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004	33.215(b)

Clause	Title	Date	Required by:
52.237-3	Continuity of Services	Jan 1991	37.110(c)
52.242-13	Bankruptcy	Jul 1995	42.903
52.242-15	Stop Work Order	Aug 1989	42.1305(b)
52.243-1	Changes –Fixed Price Alternate I	Apr 1984	43.203(a)(2)
52.244-2	Subcontracts	Oct 2010	44.204(a)(1)
52.244-5	Competition in Subcontracting.	Dec 1996	44.204(c)
52.244-6	Subcontracts for Commercial Items	Dec 2013	44.403
52.245-1	Government Property	Apr 2012	45.107(a)
52.245-9	Use and Charges	Apr 2012	45.107(c)
52-246-20	Warranty of Systems and Equipment under Performance Specifications or Design Criteria	May 2001	46.710(d)
52.246-25	Limitation of Liability—Services	Feb 1997	46.805
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012	49.502(b)(1)(i)
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984	49.504(a)(1)
52.251-1	Government Supply Sources	Apr 2012	46.710(c)(1)
52.253-1	Computer Generated Forms	Jan 1991	53.111

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19 Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.3 52.217-8 OPTION TO EXTEND SERVICES (FAR 52.217-8 Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to 30 days before the contract expires.

(End of clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9 Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of clause)

I.5 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (HSAR 3052.204-70) (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include—

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall)

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

I.6 CONTRACTOR EMPLOYEE ACCESS (HSAR 3052.204-71) (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or 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)

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

I.7 KEY PERSONNEL AND FACILITIES (HSAR3052.215-70) (DEC 2003)

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

The Key Personnel or Facilities under this Contract (to be filled it at time of award):

Name	Position*
(b)(6)	Program Manager
(b)(6)	Deputy Program Manager
(b)(6)	Training Manager

*The Contractor may name other positions/personnel as Key Personnel.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

(End of clause)

[END OF SECTION]

SECTION J – LIST OF ATTACHMENTS

The attachments listed below are current as of the published date of the Contract, and are referenced directly in the SOW or indirectly via requirements detailed in related sections of this Contract:

Section	Title	Date	Version	Page Total
J.1	Suitability Determinations	6/2012	1	4
J.2	SPP Hiring Plan Template	6/2012	1	3
J.3	Service Contract Act Wage Determination	6/2013	1	10
J.4	Training Plan Template and Requirements	6/2012	1	10
J.5	TSA Assessment Requirements for Screeners	6/2012	1	8
J.6	TSA Government Furnished Property (GFP) Maintenance Requirements	6/2012	1	1
J.7	RESERVED			
J.8	Guideline for the Development of Benefits	6/2012	1	3
J.9	Travel Considerations	6/2012	1	1
J.10	Safety act Block Designation Notice	7/2012	1	
J.11	TSA Screener Part-Time Employee Benefits Fact Sheet	6/2012	1	2
J.12	Estimated Consumables List	6/2012	1	2
J.13	Forms and Templates	6/2012	1	1
J.14	Acronyms and Definitions	6/2012	1	5
J.15	Reserved	6/2012	1	12
J.16	Staffing Plan Template	6/2012	1	2
J.17	TSA Assumptions for Staffing Passenger Screening Checkpoints	6/2012	1	3

ATTACHMENT J.1 SUITABILITY DETERMINATIONS

J.1.1 Suitability Determination Requirements for Private Contract Screeners

The Contractor shall initiate all steps required for suitability determination. TSA's Personnel Security (PerSec) will complete the EOD suitability determination for all private contract screeners before they can start working as a contract screener or begin New Hire Training.

PerSec Pre-Hire Suitability Determination

In order to have PerSec conduct Pre-Hire Suitability Determination, the following steps will occur:

1. The Contractor shall collect TSA Form 2811, *Fair Credit Reporting Act Authorization*, and TSA Form 2812, *Authorization of Release of Information during the initial application process*.
2. The Contractor shall provide the COR with the following information in an Excel spreadsheet (or a TSA selected IT Personnel Security Management system, once activated): 1) Private Contract Screener Candidate's Social Security Number, 2) Full Name (Last, First, MI, and Suffix) , 3) Date of Birth, 4) Place of Birth (City, County, State, and Country), 5) E-mail Address, 6) Telephone Number, 7) Address (Street Name, City, State, and Zip), 8) Gender, 9) Mother's Maiden Name, 10) Position Title, 11) Region/Location, 12) Contract Number, 13) Contract Company Name ,14) Contract Type, 15) Contract Start Date, 16) Contract End Date, 17) COR Name (First and Last), 18) COR Telephone Number, 19) COR E-Mail Address, 20) Security Facility Officer Name (First and Last), 21) Security Facility Officer Telephone Number, 22) Security Facility Officer E-Mail address, 23) Security Facility Officer Fax Number, 24) Clearance Requirement. The Contactor shall use a TSA provided spreadsheet if available.
3. Upon receipt of the release forms (Forms 2811 and 2812) and the spreadsheet, PerSec will create a case file in PerSec Database to track the applicant's information, and initiate Quick Check to determine applicant's preliminary eligibility (allow 1 week for Quick Check results).
4. If a favorable Quick Check result is rendered, and upon favorable completion of the CBT (see C.4.3, J.5.2), the Contractor shall initiate the private contract screener candidate into e-QIP for completion of the electronic Standard Form 86 (SF 86). In addition, instructions will be provided to the applicants for accessing e-QIP, scheduling and obtaining required fingerprints, and submitting all required documents upon completion.
5. Upon determination that the documents are complete, PerSec will conduct a pre-hire adjudication. The results of the checks will be evaluated in conjunction with the information contained in the SF 86, criminal history records check, finger print results, and credit check. If during the evaluation, a suitability issue arises that requires additional information, PerSec will issue a Letter of Interrogatory (LOI) to the private contract screener candidate allowing him/her an opportunity to respond to suitability concerns. If the private contract screener candidate fails to respond within the time frame directed, an EOD suitability determination will be rendered using the information on hand.
6. Upon completion of the pre-hire adjudication PerSec will render an EOD suitability determination. PerSec will notify the COR as to its determination, suitable or unsuitable.
7. If a suitable EOD determination is rendered, the private contract screener candidate will be permitted to work on the contract. If an unsuitable EOD determination is rendered by PerSec, the Contractor will be denied the ability to provide services to TSA. The Contractor shall provide TSA with the EOD date of the employee to the contract. The Contractor shall notify TSA of any candidate who will not work on the contract.
8. After receiving the EOD Suitability Determination (favorable only), the Contractor shall provide the EOD date (date of hire) for each screener candidate. Upon receipt of the EOD date PerSec

will move forward with scheduling the Background Investigation (BI) with OPM for final suitability determination. The contractor shall notify the COR within 24 hours if there is a change to the screener employees' EOD date (such as a new date or change of intent to hire).

NOTE:

Pre-hire – refers to the timeframe and activities performed prior to the receipt of an EOD Suitability Determination by PerSec. During this time the contractor assesses screener applicant qualifications and provides documentation to the COR for PerSec to perform a suitability determination. Favorable qualifications and suitability are needed for work on the contract.

Post Hire – refers to the timeframe and activities performed after successful receipt of the EOD Suitability Determination. During this time PerSec schedules a Background Investigation (BI) with OPM; the findings are provided to PerSec to adjudicate the final determination. The COR is only notified if the results are unfavorable. The Contractor shall remove the private contract screener from the contract by close of business of the day of notification by the COR.

J.1.2 Suitability Determination Requirements for Non-Screeners

(a) The Contractor's performance under this contract will require access to TSA facilities, equipment, information, and systems. Contractor employees under this contract are subject to a suitability determination to assess whether their employment or continued employment under this contract protects or promotes the efficiency of the services provided. TSA, by and through PerSec will continue the employment only for those individuals who are adjudicated suitable for employment as a TSA contractor. Individuals who are adjudicated unsuitable for employment as a TSA contractor will be removed from the contract at the direction of the COR. The suitability adjudication shall be accomplished in accordance with the procedures contained in this attachment.

(b) The Contractor shall provide the COR with the following information for all non-screeners employed under this contract in a government provided spreadsheet (this information will also be used to gather results from criminal, credit, selective services, and citizenship checks for adjudication purposes): 1) Non-screener Candidate's Social Security Number, 2) Full Name (Last, First, MI, and Suffix) , 3) Date of Birth, 4) Place of Birth (City, County, State, and Country), 5) E-mail Address, 6) Telephone Number, 7) Address (Street Name, City, State, and Zip), 8) Gender, 9) Mother's Maiden Name, 10) Position Title, 11) Region/Location, 12) Contract Number, 13) Contract Company Name ,14) Contract Type, 15) Contract Start Date, 16) Contract End Date, 17) COR Name (First and Last), 18) COR Telephone Number, 19) COR E-Mail Address, 20) Security Facility Officer Name (First and Last) (if applicable), 21) Security Facility Officer Telephone Number (if applicable), 22) Security Facility Officer E-Mail address (if applicable), 23) Security Facility Officer Fax Number (if applicable), 24) Clearance Requirement. The Contactor shall use a TSA provided spreadsheet if available.

The information shall be provided to the COR in electronic format, in a password-protected document. The Contractor shall provide the COR separately with the password for the document.

(c) Upon receipt of the information, the PerSec will contact each Contractor employee to provide instructions and guidance for the completion of the electronic, on-line version of the Standard Form 86, *Questionnaire for National Security Positions*. PERSEC will also provide the Contractor employee with the form TSA 2201, *Fair Credit Reporting Act*, as well as the requirement to obtain fingerprints. Contractor employees shall complete the form and shall obtain fingerprints in accordance with the instructions from PERSEC.

(d) Upon receipt of all correctly completed documents, PERSEC will conduct a Preliminary Background Check and will adjudicate the Contractor employee's information to determine initial suitability for beginning performance of work under the contract.

(1) The initial suitability determination will be made on the basis of a review of the Contractor employee's consumer credit report, a criminal records history check, and a local agency records check to determine to the extent possible if the Contractor employee has uncollected debt, criminal offenses, falsification of information, or any other issues that would prohibit performance under a TSA contract.

(2) An initial favorable adjudication enables the Contractor employee to begin work under the contract. However, a favorable adjudication based on the Preliminary Background Check is **not** final favorable suitability adjudication.

(3) PERSEC will provide notification to the COR of the Contractor employee's status. The COR will in turn notify the Contractor.

(e) Following the initial adjudication, PERSEC will coordinate with the Office of Personnel Management (OPM) to schedule a full background investigation of the Contractor employee. The background investigation will normally be completed by OPM within 120 days of being contacted by PerSec.

(f) Following the completion of the full background investigation the PerSec will make a final suitability adjudication of the Contractor employee for the purpose of determining whether the Contractor employee will be allowed to continue working under the contract.

(1) The final suitability determination will be made on the basis of the completed background investigation, all documents submitted to TSA during the process described in this clause, and any other relevant information obtained by the PERSEC.

(2) PerSec will notify the COR of the final adjudication only if found to be unfavorable (notification by exception). The COR will in turn notify the Contractor in this situation.

(g) Any Contractor employee determined to be unsuitable at any point in the process described in this attachment shall be immediately removed from performance on any part of this contract by the Contractor and shall not have access to any TSA facilities, information, or systems. The Contractor shall notify TSA immediately if the non-screener does not continue with the vetting process or is removed from the contact.

ATTACHMENT J.2 SPP HIRING PLAN TEMPLATE

The Contractor shall submit a Hiring Plan using the enclosed template to describe how it intends to meet the requirements for submitting candidates to the “Quick Check” (credit check and criminal check) process, for Computer Based Testing and for EOD determination. Sections I and II shall be submitted after contract award. Section I, Hiring Data Requirements, is to be submitted on an annual basis (calendar) and more frequently if the hiring requirements change within the calendar year. The Hiring Plan will assist the Contractor by forecasting to the TSA the time and Government resources needed to conduct security reviews.

The amount of candidates moving from one stage to the next in the hiring and on-boarding process is contingent upon the actual results received from the “Quick Check” process, Computer Based Testing, EOD adjudication and other required or Contractor-initiated assessments. A reduction of candidates at each stage should be anticipated based on attrition during the process. The Contractor should apply hiring and assessment methods to ensure the Government does not unnecessarily process candidates due to a lack of Contractor diligence. Candidates should only be processed to meet the hiring objective and not for creating a hiring pool or surplus, due to the limited timeframe in which security determinations are valid if not used.

SPP HIRING PLAN & INSTRUCTIONS

Airport Code:

COR:

Contract Company:

Contract Number:

Period of Hiring Plan:

Section I – Basic Data Requirements – *Submit data requirements annually and if updated.*

Annual Hiring Target: *Projected number of screeners to be hired.*

Hiring Approach: Select one. frequency.

- Continuous - *Hiring throughout the year, set number of candidates per week or month.*
- Scheduled group – *Hiring at a set time period, such as March and/or September for group assessment.*
- Individual appointment – *Hiring as needed to fill vacant positions, (This approach is recommended when hiring for less than 5 vacancies in a year.)*

Quick Check Process: Provide projected number of candidates and start date for processing candidate(s). Contractor submits QC request with TSA Form 2811 and 2812. Allow minimum 5 business days for receipt of results.

Testing Timeframe: Select one and provide projected number of candidates. Allow 2 weeks between Quick Check request and testing date.

- Continuously - *Weekly or monthly, such as 5 per week or month.*
- Scheduled group assessment – *Set time period, such as 200 in March, 300 in September.*
- Individual appointment – *As needed, according to vacancies.*

Testing Approach/Session: Resource testing method, all testing results will be provided to the contractor (**Select one**)

- Mobile Site Testing – *Contractor must have minimum 2 certified proctors, use of own or leased facility, and own or leased computers/laptops meeting established requirements. Scheduling request must be submitted to schedule test(s) with testing dates and time requirements. Contractor will provide scheduling request to TSA HRAccess with testing appointment dates and times already established, candidates has already been contacted with testing requirements and date and time are confirmed. Proctor will add testing dates and time slots into Proctor Console. TSA HRAccess has no contact with candidates, contractor is responsible for coordinating date, time and testing information with candidate. Allow minimum 2 business days between submission of testing request and test date.*
- Testing Center – *Within 24 business hours of receipt of scheduling request TSA HRAccess will coordinate with established testing centers and will coordinate date and time with candidate. TSA HRAccess will provide final coordinated information to the contractor, who should follow-up with candidate.*

EOD Determination Candidates: Projected number of candidates to be submitted for adjudication.

Note: *Adjudication findings are contingent on receipt and review of all required documents, case file will automatically be forwarded to adjudication team upon completion of e-qip review. Contractor shall notify TSA of EOD date to being post-hire adjudication.*

On-Boarding date: Projected New Hire Training (NHT) Class Date(s) if a continuous hiring or schedule group approach is used.

Justification: Reason for Hiring. (*Such as: attrition, peak time requirement, seasonal requirement, etc.*)

Additional comments:

Section II - Narrative: Discuss in detail. - *Submit after contract award, and if update required.*

1.0 Recruitment Process

- How advertising for screener vacancies will be accomplished (i.e., newspaper ads, radio ads, on-line recruitment tools, multimedia, etc.);
- How screener candidates will apply for vacancies (i.e., hard copy applications, on-line applications, etc.);
- Who will conduct recruitment for the Contractor;
- How the Contractor plans to target a qualified and diverse candidate pool;
- How far in advance of assessment the Contractor will conduct recruitment;
- How screener candidates will receive communications regarding testing information and requirements, assessment schedules; and,
- How the Contractor plans to ensure that the most qualified candidates go forward through the assessment process in order to maximize eligible screener output post-assessment (i.e., pre-screening mechanisms, initial interviews, pre-testing, etc.);
- What tracking methods will the contractor have in place to ensure candidates meet testing dates and completion of all process requirements?

2.0 Assessment Process

- How the Contractor will schedule screener assessments;
- How the Contractor will collect and track the data collected during screener assessments;
- What data will be collected during screener assessments;
- Where will the screener assessments be conducted;
- Who will conduct the screener assessments; to include medical requirements;
- What tests, measures, and evaluations will be conducted; and,
- What is the chronology for the testing?

3.0 EOD Suitability Determination Process

- How will the Contractor handles candidate EOD suitability determination process;
- How will the Contractor track vetting of candidates;
- What contingency plan(s) will the Contractor implement if the EOD suitability determination process doesn't go as planned;
- What methods will the contractor use to avoid TSA processing more candidates than necessary?

**ATTACHMENT J.3 SERVICE CONTRACT ACT WAGE
DETERMINATION**

WD 05-2307 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2307
Revision No.: 14
Date Of Revision: 06/19/2013

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.97
01012 - Accounting Clerk II		15.69
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		21.80
01040 - Court Reporter		18.32
01051 - Data Entry Operator I		12.47
01052 - Data Entry Operator II		14.14
01060 - Dispatcher, Motor Vehicle		18.55
01070 - Document Preparation Clerk		14.22
01090 - Duplicating Machine Operator		14.22
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		11.41
01191 - Order Clerk I		12.73
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		20.04
01280 - Receptionist		13.87
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		23.09
01420 - Survey Worker		17.02
01531 - Travel Clerk I		12.96
01532 - Travel Clerk II		14.00
01533 - Travel Clerk III		15.03
01611 - Word Processor I		14.09
01612 - Word Processor II		15.81
01613 - Word Processor III		17.69
05000 - Automotive Service Occupations		

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05005 - Automobile Body Repairer, Fiberglass	23.30
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	10.88
07042 - Cook II	12.54
07070 - Dishwasher	9.60
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	19.27
09130 - Upholsterer	12.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.93
11090 - Gardener	16.01
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer, Grounds Maintenance	13.34
11240 - Maid or Houseman	10.52
11260 - Pruner	12.93
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.34
11360 - Window Cleaner	13.33
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	17.12
12012 - Certified Occupational Therapist Assistant	21.32
12015 - Certified Physical Therapist Assistant	22.07
12020 - Dental Assistant	16.52
12025 - Dental Hygienist	34.35
12030 - EKG Technician	24.23
12035 - Electroneurodiagnostic Technologist	24.23
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	14.58
12072 - Licensed Practical Nurse II	16.31
12073 - Licensed Practical Nurse III	18.19
12100 - Medical Assistant	14.08
12130 - Medical Laboratory Technician	15.52
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.23
12195 - Medical Transcriptionist	15.38
12210 - Nuclear Medicine Technologist	32.27
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.18

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12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.12
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	25.29
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II, Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	20.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	18.65
13042 - Illustrator II	22.33
13043 - Illustrator III	27.90
13047 - Librarian	30.95
13050 - Library Aide/Clerk	10.37
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	13.96
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13110 - Video Teleconference Technician	17.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	22.38
14072 - Computer Programmer II	26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.38
15020 - Aircrew Training Devices Instructor (Rated)	33.12
15030 - Air Crew Training Devices Instructor (Pilot)	39.69
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	39.69
15080 - Graphic Artist	25.30
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.38
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

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16010 - Assembler	9.16
16030 - Counter Attendant	9.16
16040 - Dry Cleaner	11.82
16070 - Finisher, Flatwork, Machine	9.16
16090 - Presser, Hand	9.16
16110 - Presser, Machine, Drycleaning	9.16
16130 - Presser, Machine, Shirts	9.16
16160 - Presser, Machine, Wearing Apparel, Laundry	9.16
16190 - Sewing Machine Operator	12.70
16220 - Tailor	13.57
16250 - Washer, Machine	10.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.23
19040 - Tool And Die Maker	27.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	20.04
21040 - Material Expediter	20.04
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.57
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	13.27
21150 - Stock Clerk	19.19
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23021 - Aircraft Mechanic I	24.88
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	26.77
23040 - Aircraft Mechanic Helper	19.23
23050 - Aircraft, Painter	23.93
23060 - Aircraft Servicer	21.78
23080 - Aircraft Worker	23.09
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	28.03
23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	27.18
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.01
23310 - Fire Extinguisher Repairer	17.66
23311 - Fuel Distribution System Mechanic	25.39
23312 - Fuel Distribution System Operator	19.91
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	24.88
23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.66
23392 - Gunsmith II	20.36
23393 - Gunsmith III	22.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	21.39
23440 - Heavy Equipment Operator	23.00

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23460	- Instrument Mechanic	22.53
23465	- Laboratory/Shelter Mechanic	21.55
23470	- Laborer	13.44
23510	- Locksmith	21.75
23530	- Machinery Maintenance Mechanic	21.01
23550	- Machinist, Maintenance	22.01
23580	- Maintenance Trades Helper	16.31
23591	- Metrology Technician I	22.59
23592	- Metrology Technician II	23.38
23593	- Metrology Technician III	24.19
23640	- Millwright	25.77
23710	- Office Appliance Repairer	21.38
23760	- Painter, Maintenance	21.23
23790	- Pipefitter, Maintenance	27.67
23810	- Plumber, Maintenance	24.62
23820	- Pneudraulic Systems Mechanic	22.53
23850	- Rigger	22.53
23870	- Scale Mechanic	20.36
23890	- Sheet-Metal Worker, Maintenance	26.89
23910	- Small Engine Mechanic	21.10
23931	- Telecommunications Mechanic I	23.21
23932	- Telecommunications Mechanic II	24.05
23950	- Telephone Lineman	24.54
23960	- Welder, Combination, Maintenance	22.01
23965	- Well Driller	21.20
23970	- Woodcraft Worker	22.53
23980	- Woodworker	17.66
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.63
24580	- Child Care Center Clerk	14.51
24610	- Chore Aide	9.51
24620	- Family Readiness And Support Services Coordinator	13.66
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	25.16
25040	- Sewage Plant Operator	21.30
25070	- Stationary Engineer	25.16
25190	- Ventilation Equipment Tender	17.01
25210	- Water Treatment Plant Operator	21.23
27000	- Protective Service Occupations	
27004	- Alarm Monitor	17.02
27007	- Baggage Inspector	13.32
27008	- Corrections Officer	18.89
27010	- Court Security Officer	20.41
27030	- Detection Dog Handler	16.62
27040	- Detention Officer	18.89
27070	- Firefighter	21.35
27101	- Guard I	13.32
27102	- Guard II	16.62
27131	- Police Officer I	22.07
27132	- Police Officer II	24.51
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	11.14
28042	- Carnival Equipment Repairer	11.89
28043	- Carnival Equipment Worker	9.01
28210	- Gate Attendant/Gate Tender	15.25
28310	- Lifeguard	12.47
28350	- Park Attendant (Aide)	17.05
28510	- Recreation Aide/Health Facility Attendant	12.45
28515	- Recreation Specialist	19.43
28630	- Sports Official	13.59
28690	- Swimming Pool Operator	19.20

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29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.29
29020 - Hatch Tender	23.29
29030 - Line Handler	23.29
29041 - Stevedore I	21.62
29042 - Stevedore II	24.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.17
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	20.07
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.79
30363 - Paralegal/Legal Assistant III	26.66
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.01
30461 - Technical Writer I	20.53
30462 - Technical Writer II	25.11
30463 - Technical Writer III	30.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	22.51
30621 - Weather Observer, Senior (see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.37
31030 - Bus Driver	17.28
31043 - Driver Courier	14.58
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	15.77
31310 - Taxi Driver	11.26
31361 - Truckdriver, Light	15.77
31362 - Truckdriver, Medium	21.15
31363 - Truckdriver, Heavy	21.54
31364 - Truckdriver, Tractor-Trailer	21.54
99000 - Miscellaneous Occupations	
99030 - Cashier	10.19
99050 - Desk Clerk	9.42
99095 - Embalmer	22.23
99251 - Laboratory Animal Caretaker I	9.92
99252 - Laboratory Animal Caretaker II	10.65
99310 - Mortician	30.24
99410 - Pest Controller	17.98

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99510 - Photofinishing Worker	12.76
99710 - Recycling Laborer	15.79
99711 - Recycling Specialist	18.79
99730 - Refuse Collector	14.15
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	10.90
99830 - Survey Party Chief	21.44
99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	14.51
99841 - Vending Machine Repairer	17.45
99842 - Vending Machine Repairer Helper	14.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process :

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, **it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.** Conformances may not be used to **artificially split, combine, or subdivide classifications listed in the wage determination.**

ATTACHMENT J.4 TRAINING PLAN TEMPLATE AND REQUIREMENTS

J.4.1 Training Requirements

Initial Training

Contractor personnel shall complete recurrent screener training to ensure compliance with security screening SOPs (refresher training) and with the DHS/TSA workforce (federal and contractor) training curriculum. The Contractor should refer to the National Training Plan (NTP) provided via OLC after award for Recurrent Training Courses. Additional training may be prescribed, generally due to airport screening equipment type (existing or anticipated) or unique configuration.

The table below shows the estimated annual recurrent training requirement expressed in hours for each screener labor category and function. The evolution of training and equipment may result in the modification, addition and removal of courses, resulting in changes to prescribed training hours.

Passenger Screening Certified			Dual Function Screening Certified			Baggage Screening Certified			SPOT
STSO	LTSO	TSO	STSO	LTSO	TSO	STSO	LTSO	TSO	BDO
175	140	141	180	142	144	106	106	106	44

J.4.2 Screener Re-certification

The Contractor shall comply with the ATSA (*Public Law 107-71*) required by TSA to conduct an Annual Proficiency Review (APR), or Re-certification, of all screeners. The specific requirements are:

Summary of the Annual Proficiency Review (APR)

Test	Frequency	Quantity
Image Mastery Assessment <i>PAX & DFO TSOs, LTSOs, and STSOs</i>	<ul style="list-style-type: none"> Every Fiscal Year 	<ul style="list-style-type: none"> 1 assessment Failure to qualify requires up to two additional re-assessments
Practical Skills Evaluation <i>Vary by function for all TSOs, LTSOs, and STSOs</i>	<ul style="list-style-type: none"> Every Fiscal Year 	<ul style="list-style-type: none"> 1 Evaluation conducted by TSA PSE Evaluators Failure to qualify requires up to two additional re-assessments

Test	Frequency	Quantity
Standard Operating Procedures Assessment <i>TSOs, LTSOs, STSOs, and STIs</i>	<ul style="list-style-type: none"> Every Fiscal Year 	<ul style="list-style-type: none"> 1 assessment Failure to qualify requires up to two additional re-assessments
OSARP Mastery Assessment <i>OSARP-Certified DFO & OSARP-Certified BAG TSOs, LTSOs, and STSOs</i>	<ul style="list-style-type: none"> Every Fiscal Year 	<ul style="list-style-type: none"> 1 assessment Failure to qualify requires up to two additional re-assessments
BDO SPOT Proficiency Checklist <i>BDOs</i>	<ul style="list-style-type: none"> Twice Every Fiscal Year 	<ul style="list-style-type: none"> 2 Evaluations conducted by Rating Official Failure to qualify requires up to two additional re-assessments administered by Rating Official.
BDO Assessment <i>BDOs</i>	<ul style="list-style-type: none"> Every Fiscal Year 	<ul style="list-style-type: none"> 1 assessment Failure to qualify requires up to two additional re-assessments

J.4.2.1 Summary of Re-Certification Responsibilities

Contractor shall be responsible for:

- Scheduling private security screeners for assessments
- Proctoring assessments
- Uploading results to PASS Online
- Remediation of private security screeners that require a re-assessment
- Re-evaluation of private security screeners that require a re-assessment, when the original assessment was done by the Contractor
- Notifying COR and TSA Training Manager of all failures

TSA shall be responsible for:

- Overseeing the APR process to ensure Contractor is in compliance with TSA standards, and maintaining acceptable security at the airport
- Tracking the number of terminations due to APR failures, as well as the number of successes
- Schedule, proctor, upload, remediate, and re-evaluate if the Contractor does not have qualified personnel to perform these functions

J.4.2.2 Method of Re-Certification Evaluation

Standard Operating Procedure Quizzes and Image Proficiency Quizzes will be supplied as Web-based GFI. Practical Skills Observation guidelines will be supplied as Checklist GFI.

See Section C.1.2 Applicable and Referenced Documents for “Performance Accountability & Standards System, 2010 User’s Guidance for Technical Proficiency. FSD/COR will provide additional TPR guidance.

J.4.3 SPP Security Training Instructor Requirements

The contractor may designate their private contract training instructors as either Security Training Instructors (STI) or Assistant Training Instructors (ATI). Each designation has specific requirements outlined below. The contractor may designate their private contract training instructors as either Security Training Instructors (STI) or Assistant Training Instructors (ATI). Each designation has specific requirements outlined below. Contractor STIs and ATIs shall also meet recurrent training and recertification requirements established by TSA.

In order to instruct TSA material, any private contract training instructor shall meet the following criteria:

- A. The instructor must have previous instructor experience, meeting at least one of the following criteria:
 - 1. Have a minimum of 2 years adult-learning classroom instruction experience
 - 2. Possess instructor certification from a recognized instructor-training program (e.g. ASTD, CTTI)
 - 3. Possess formal instructor training from a recognized source (military, Federal training program, college/university or trade school, private corporation)
 - 4. Possess a valid teaching certificate
- B. Ability to successfully complete and maintain security requirements (SF86, Credit Check)
- C. Successfully complete New Hire Training with final test score of 80% or higher.
- D. Incumbent instructors must have a quality assurance score of “Meets Expectations” or greater as maintained by the LM quality assurance manager under the standard TSA scoring system, initiated June 2004.

Security Training Instructor (STI): An STI must successfully complete an initial certification training course associated with the position he/she has been selected to perform. This course is provided by the government. In addition, prior to delivery of nationally developed TSA training, all Train-the-Trainer requirements must be fulfilled.

STI certification basic training consists of completion of the following:

- A. STI Certification course for Master TSO or Expert TSO
- B. Course Specific Training - Following completion of STI Certification, STIs must successfully complete all identified course specific train-the-trainer modules. Completion of the course certifies that the candidate’s knowledge of the subject is current, and he/she is capable of successfully presenting the training materials as designed. If the selected STI has completed formal training in the subject matter in the past, he/she will not be required to attend the training again.
- C. Successfully complete all identified practical teaching demonstrations (i.e. shadow, co-teach). These will vary by course and will be outlined in the course-specific train-the-trainer curriculum.

- D. Maintain certification for all areas for which he/she will teach (i.e. passenger, baggage, and dual). If a STI does not receive a passing score on the PASS assessment they are required to follow TSO procedures for retain and retrain. If a STI is dual function and fails in one area (i.e. baggage), they may convert to single function (i.e. passenger) and teach only in that area.

Upon successful completion of all identified requirements, the private contract training instructor is certified to independently teach the course for which he/she has been trained.

Assistant Training Instructor (ATI): An ATI must meet all requirements for a specific course certification and complete all identified training, prior to delivery of the specified course materials. This training is provided by the government.

ATI certification requirements include the following:

- A. Successfully complete all identified course specific train-the-trainer modules. Completion of the course certifies that the candidate’s knowledge of the subject is current, and he/she is capable of successfully delivering the training materials as designed.
- B. Successfully complete all identified practical teaching demonstrations (i.e. shadow, co-teach). These will vary by course and will be outlined in the course-specific train-the-trainer curriculum.
- C. An ATI must Maintain certification for all areas for which he/she will teach (i.e. passenger, baggage, dual);
- D. Possess appropriate security clearance for the course he/she will be delivering;
- E. Maintain “Achieves Standards” or better overall rating for PASS, or a rating of “Meets” or “Exceeds” their individual performance goals for non-PASS participants;
- F. Demonstrate subject matter expertise (SME) based on program specifications.

Upon successful completion of all identified requirements, the private contract training instructor is certified is certified to independently teach the course for which he/she has been trained.

J.4.4 Training Activities

The Contractor shall conduct major training activities outlined in the table below. The items are listed for general information and not in sequential order.

MAJOR TRAINING ACTIVITIES

Curriculum	
New Hire Training Program - New Hire and Cross-Training Curriculum	Contractor is required to notify TSA Training Manager to schedule new hire training.
Recurrent Curriculum	All required screener training curriculum will be provided by TSA’s National Training Plan (NTP). Supplemental training may be proposed.

Curriculum	
Miscellaneous Security Training Curriculum	TSA will provide as GFI. Contractor may supplement as desired and as appropriate with TSA approval. TSA periodically identifies other security-related training that all screeners must complete (e.g., Security Sensitive Information Awareness, Threat Identification).

Delivery	
Recurrent Training Delivery	TSA will provide as GFI videos and Web-based training that are supplemented by local curriculum and delivered as desired.
Miscellaneous Security Training Delivery	TSA may identify other security-related training that all screeners must complete (e.g., SSI Awareness, Threat Identification); TSA will provide such training products to the Screening Contractor, who must ensure its timely completion.
On the Job Training (OJT) Delivery	TSA will provide guidance and checklists as GFI.
Initial Certification Test Delivery	TSA will be responsible for the administration of all tests to include scoring. TSA may authorize the use of TSA approved instructors to proctor and administer tests as required with oversight by the TSA Training Manager. All test results will be provided to the Contractor Training Manager as GFI for verification and reporting.

Ongoing Technical Training	
TSA establishes recurrent technical training requirements and provides tools to test screener performance.	
TIP	Threat Image Projection (TIP) is Government furnished computer software that allows fictional images of threats to be digitally displayed in the image of actual passengers' bags or projects entirely fictitious bags with a threat object onto the x-ray monitor.
Remedial Training	TSA requires that a screener receive a minimum of three hours of remediation for failing a covert test. Screening Contractor provides targeted remediation that meets TSA's standard of a minimum of three hours of remediation.

Professional Development	
Professional Development and	TSA will not provide general training (i.e., leadership or other training intended to support career development) or assume responsibility for the

Other General Training	<p>professional development of the private contract screener workforce.</p> <p>The Contractor is responsible for designing, developing, and implementing training for its private contract screeners and supervisors (in areas other than technical screening performance requirements).</p>
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Training Records Management

Official screener training records shall be kept in the TSA Online Learning Center (OLC). The Contractor will have access to the TSA OLC and will be responsible for establishing and maintaining training records for contractor employees. (This includes test performance). The Contractor is responsible for assuring the accuracy of data.

SPP Security Training Instructor

The Contractor shall provide instructors that TSA has approved as competent to deliver private contract screener training. The Federal Training Manager at the hub airport initiates request for training material and submits nominations for qualified SPP Airport Instructors. Refer to Section J.4.3 SPP Security Training Instructor for requirements for private contract training instructors.

J.4.5 Training Plan Template

The Contractor shall submit a seven-part training plan using the template below as a guide in order to thoroughly describe how it intends to meet the contract requirements in the areas of screener training and course requirements.

I. Training Situation

1. Screening Contractor:
2. Airport and Airport Code:
3. Category of airport (X, I, II, III or IV)
4. Explain the number of TSA approved instructors required; and the plan to qualify SPP Airport Instructors and to maintain proficiency.
5. Provide name and telephone number for Contractor POC (counterpart to TSA training manager).

II. Initial Training

6. Describe classroom training and testing to be provided to newly hired private contract screeners (include description of facilities).
7. Describe remediation for private contract screeners who do not achieve minimum scores on tests.
8. Describe on-the-job training (include hours) to be provided to screeners upon completion of classroom training.
9. Describe general (non-mandatory) training available to screeners.
10. Describe any contractor-developed training (include hours) that is provided to newly hired private contract screeners.

III. Specialized Training

11. Describe specialized training such as supervisor training, lead screener training, professional development (include eligibility criteria).

IV. Remedial Training

12. Describe how and when remedial training for screeners who fail a covert test, ASAP or a screener who is noncompliant with procedure(s) will be conducted.

V. Recurrent Training

13. Describe recurrent training for private contract screeners to include the anticipated frequency of training.

VI. Training Administration

14. Describe documentation of all screeners training.

15. Describe how training material will be made available for training.

16. Provide contractor-developed courses, length, and type (instructor-led classroom, individually paced web-based, and/or blended.)

VII. Training Issues/Constraints

17. Describe issues/constraints to providing high quality training.

ATTACHMENT J.5 TSA ASSESSMENT REQUIREMENTS FOR SCREENERS

The Contractor shall ensure that all personnel designated to be deployed as private contract screeners meet all statutory requirements, TSA specified requirements, and suitability standards for employment. Federal screeners at airports that have been chosen to transition to the private contract screener workforce will not be required to repeat the assessment procedures for new screener applicants.

All applicants will be required to pass all specified tests, interviews, and other evaluations given during the assessment process demonstrating that they have the necessary skills and abilities for security screener job performance.

J.5.1 ATSA Employment Standards for Private Contract Screeners

The basic employment standards required by Section 111 of ATSA are:

- To be a U.S. citizen (or U.S. National [Homeland Security Act]);
- To possess a high school diploma, general equivalency diploma, or one year of equivalent work experience that the Administrator has determined to be sufficient for the individuals to perform the duties of the position;
- To demonstrate screener aptitudes by having a satisfactory or better score on a Federal security screening personnel selection examination; and,
- To demonstrate English proficiency to include reading, speaking, and writing in English:
 - Carry out written and oral instructions regarding proper performance of screening duties.
 - Read English language identification media, credentials, airline tickets, and labels on items normally encountered in screening process.
 - Provide direction to and understand and answer questions from English-speaking individuals undergoing screening.
 - Write incident reports and statements and log entries into security records in the English language.
- Basic aptitudes and physical abilities, including color perception, visual and aural acuity, physical coordination, and motor skills:
 - Able to distinguish on screening equipment monitor the appropriate imaging standard.
 - Able to distinguish each color displayed on every type of screening equipment and explain what each color signifies.
 - Able to hear and respond to the spoken voice and to audible alarms in an active checkpoint environment.
 - Able to perform physical searches by efficiently and thoroughly manipulating and handling baggage, containers, and other objects.
 - Able to perform pat-downs or handheld metal detector searches of individuals with sufficient dexterity and capability to thoroughly conduct the procedures over an individual's entire body.
- To have the ability to demonstrate daily a fitness for duty without impairment due to illegal drugs, sleep deprivation, medication, or alcohol.
- To successfully pass an employment investigation background check (including a criminal history record check; refer to item J.1 for more information). A Self Assessment Questionnaire will be provided upon contract award for prospective screener applicants.
- To not pose a national security risk or threat.
- To satisfactorily complete all initial, recurrent, and appropriate specialized training required by the security program.

In keeping with the intent of Congress, TSA has defined the security screener work in a way to create a national workforce of skilled, well-trained employees. Based on the ATSA and TSA's research, work of the security screener includes the following critical work functions for all screeners. Also, there are additional requirements for lead and supervisory screeners, as noted.

Principal Duties and Responsibilities:

1. Control Entry and Exit Points
2. Perform Security Screening of Persons
3. Perform Security Screening of Property and Baggage

It is important to note that screeners must be willing and able to:

- Work in an indoor, climate-controlled environment (terminals) and other environments (baggage make-up and curbside areas) that are exposed to outside ambient temperatures and aircraft and vehicle exhaust gases;
- Work irregular hours, weekends, and holidays.
- Continuously and effectively interact with the public, giving directions and responding to inquiries in a reasonable tone and manner;
- Maintain focus and awareness within an operational environment containing numerous distractions, people, vehicles, and machinery;
- Complete full hand-wand screening of individuals in standing and sitting positions which includes reaching, bending, and stretching to wand the individual from floor to over head;
- Continuously stand for anywhere between one (1) to four (4) hours without a break to carry out screening functions;
- Repeatedly lift and carry objects weighing at least 70 pounds;
- Walk up to two (2) miles during a shift;
- Maintain focus and awareness and work within a stressful environment that is subject to noise from alarms, vehicles, machinery, and people, visual distractions, time constraints, disruptive, angry, and abusive passengers, and the requirement to identify and locate potentially harmful or life threatening devices and appliances that may cause personal injury or mass casualties;
- Make effective decisions in both crisis and routine situations;
- Give directions and commands to team of individuals (lead and supervisory screeners); and,
- Make time critical decisions for an entire shift of individuals in the absence of the supervisor (lead screener).

In order to successfully perform this work, security screeners must possess the following knowledge, skills, and abilities:

- English proficiency (e.g., reading, writing, speaking, listening, understanding);
- Mental abilities (e.g., visual observation and identification, mental rotation);
- Interpersonal Skills (e.g., customer service, dependability);
- Work values (e.g., responsibility, honesty, integrity);
- Physical Abilities (e.g., repeatedly lift, maneuver, and carry baggage up to 70lbs, performing physical inspections of baggage and other objects, and wand passengers); and,
- For lead/supervisory screener positions: leadership and supervisory skills (e.g., managing people, decision making, negotiating).

In addition, all security screeners must meet the following Medical Standards:

- Distant vision correctable to 20/30 or better in the best eye and 20/100 or better in the worse eye;
- Near vision correctable to 20/40 or better binocular;
- Color perception (e.g., red, green, blue, yellow, orange, purple, brown, black, white, gray) by passing the Farnsworth D-15 color vision test; note: color filters (e.g., contact lens) for enhancing color discrimination are prohibited;

- Hearing as measured by audiometric cannot exceed: a) an average hearing loss of 25 decibels (ANSI) at 500, 1000, 2000, and 3000Hz in each ear, b) single reading of 45 decibels at 4000Hz and 6000 Hz in each ear;
- Adequate joint mobility, dexterity and range of motion, strength, and stability (to lift move up to 70lbs), as well as a complete medical evaluation including cardiovascular, system, hypertension, etc;
- Drug-free as assessed through a drug test; and,
- Demonstrate daily fitness for duty free from impairment from illegal drugs, sleep deprivation, medication, or alcohol.

J.5.2 Procedures for Administering the Computer Based Test (CBT)

TSA will provide the current TSA Computer Based Test (CBT) as GFI to be used only for the selection of security screeners at the SPP airports. The CBT can only be administered electronically. The contractor may administer the CBT themselves or have their applicants tested via a TSA vendor test center. Below is a list of active testing centers in the MCI area that administer the TSO CBT. The “Distance” column refers to the distance from the airport. This chart is provided for informational purposes; it is the Contractor’s responsibility to identify available testing centers.

Airport Code	Status	City	State	Distance
MCI	Active	Olathe	KS	30
MCI	Active	Overland Park	KS	24
MCI	Active	Kansas City	MO	21

If the contractor elects to administer the CBT for their applicants, they shall have two trained proctors. All test proctors will need to complete online standard proctor training and maintain their proctor certification delivered via TSA vendor static test center.

There are specific requirements that must be met in order to administer the CBT at a location other than a TSA vendor static test center. *Some* specific requirements are provided below:

PHYSICAL FACILITY REQUIREMENTS

The conditions under which the TSA-CBT is administered are extremely important. The standardization of these conditions is essential to the integrity of every test administration. The Physical Facility requirements include the following:

- Test center should be clean and present a professional atmosphere.
- Maintain a distraction-free testing environment; anticipate outside factors that may divert the attention of examinees and take action to avoid these.
- Controlled access (door locks). No unauthorized personnel can access the computers or the testing room while the test is in progress.
- Control the climate of testing room to ensure a comfortable experience. The temperature should be between 68° and 72° (Ideally 70°).
- Seating should be sturdy, comfortable and in good working condition.

- Privacy carrels are required to limit the view of others' work. If carrels are not available, seating must allow for five (5) feet between candidates, or seating side by side must be arranged in opposite facing directions.
- Center must provide a secure area where the candidates' personal affects may be stored during testing. Candidates may not bring personal items into the testing room.
- No use of equipment such as printers, fax machines, telephones, or copiers will be permitted while testing is in progress.
- Care must be taken to prevent glare from windows or lights on computer monitors. Computer monitors should be vertically aligned. If this is not possible due to equipment set-up, angles shall be no more than 10°.
- Test stations should have adequate surface space for writing materials and printed test documents.
- Contractor should provide Noise Reduction Headphones or Earplugs.
- Test room must have adequate lighting without glare on monitor screens, and air conditioning or heating for use at appropriate times.
- Candidates must have access to restrooms in close proximity to the test room.
- There are to be no program applications actively open on the desktop during testing. The candidate must not have easy access to web browsers, email, or other applications. Limit the number of desktop icons and ensure that all browser windows and applications are closed prior to launching the assessment.
- The testing room is to be actively monitored either by a live proctor in the testing room or by video monitor:
 - a) If you are monitoring from the testing room:
 - i.) You must visually check the room every 2-5 minutes and physically walk the testing room every 15-20 minutes.
 - b) If you are monitoring by video:
 - i.) The video screen must be at your proctor station. When monitoring via video monitor, you will visually check activity every 2-5 minutes and actively walk through the session every 15-20 minutes.
 - c) If the proctor station is set up outside of the testing room and does not include a video monitoring system, you must physically walk through the testing room every 2-5 minutes.

Specific space requirements for a successful testing environment depend on several factors, including, but not limited to:

- a) Entry and exit of room,
- b) Length and width of room,
- c) Type of test room layout (U-shaped or Classroom), and
- d) Location of network ports.

Given the requirements, a reasonable planning assumption is 5 ft x 6 ft per testing workstation, with an additional 10 x 15 ft of space for the proctor, plus some additional space to allow the proctor to walk through the testing area. Here are some minimum space requirements for various size testing rooms:

- a) 45 to 50 testers = 2000 to 2200 sq. ft. room
- b) 35 to 45 testers = 1600 to 2000 sq. ft. room
- c) 31 to 35 testers = 1300 to 1600 sq. ft. room
- d) 20 to 30 testers = 1000 to 1250 sq. ft. room
- e) 5 to 10 testers = 500 to 750 sq. ft room

Additionally, there should be a separate area outside the testing room with room for a desk or table and a network jack, so that candidates can be checked in and given instructions without disrupting candidates already testing.

Contractor will be asked to provide digital pictures of exterior of building/entrance, reception and candidate check in area, front/back views of testing room showing all workstations (multiple images preferred), proctor station (inside or outside of room), proctor's view of candidates.

TECHNICAL INFRASTRUCTURE

Network Infrastructure

All test sites are responsible for meeting the technical infrastructure requirements and verifying that all of the computers designated to administer the TSA-CBT meet the systems requirements specifications. All test sites are responsible for successfully running at least one trial session of the Testing Center Equipment Check Battery on each of the eligible computers prior to live test administration.

The Contractor maintains a list of allowable IP addresses to ensure test security, so the IP address used by the testing room should be allocated its own external IP address or address range. The testing room should have its own switched sub-network, with a minimum bandwidth of 10 Mbps. Each testing workstation will require its own port on the switch.

Testing Workstations

Regardless of where the computerized test is administered, all testing workstations must meet the following minimum requirements:

- PC based Computer
- **1.2 GHz or higher, Pentium IV Process or better**
- Internet Connection/Bandwidth required is determined based on number of workstations (bandwidth per workstation)
 - 1-5 Workstations 1.5Mb ADSL, Cable, T1, or greater
 - 5-10 Workstations 3.0 Mb ADSL, Cable, T1s, or greater
 - 10-15 Workstations 4.5 Mb ADSL, Cable, T1s, or greater
 - 15 or more 6.0 Mb Cable, Cable, T1s, or greater
- External Static IP addresses are obtained - For security purposes all IP addresses submitted must be **STATIC. Dynamic IP's will not be accepted.**
 - External IP address may be retrieved via the following web address:
www.ipchicken.com
- 512 MB of RAM or better.
- 200 MB of available space on the hard drive before launching test.
- **1024 x 768 screen resolution or higher, 16 million colors (24 bit or higher)** this is not optional and the test will not load if changed. Please check that LCD monitors can support the 24 bit color by reviewing monitor specifications.
- **17" or 19" video monitor, vertically aligned**
- Machine compatible mouse and keyboard
- Printing capabilities at the proctor station
- Disposable Earplugs or Noise Canceling Headphones

Software requirements

- Supported operating systems include:
 - Windows XP Home with Service Pack 2
 - Windows XP Professional with Service Pack 2
 - Windows Vista
 - Windows 7 (IE 8 is default for Win 7 and must have Protect Mode disabled in order for our older java based assessments [TSA] to run properly)
- Internet Explorer 7.0 or higher is required. IE 8.0 and 9.0 must have Protect Mode disabled.
- Only the following Java Run-Time Environments are supported:
 - Sun JRE version 1.6 **Update 7 or higher**
- Any popup-blocking software must be disabled before the testing
- Adobe Acrobat Reader is installed
- Adobe Flash Player 10 is installed
- Windows Media Player Version 11 or higher is installed
- Microsoft Silverlight Version 2 or later is installed
- Active Scripting (JavaScript) is enabled
- Active X Controls are enabled
- Cookies are enabled

Network requirements

- TCP port 443 (SSL) must be open for outgoing traffic.

Proctor Workstations

The Proctor must designate one computer as the Proctor Station, to be used for entering candidate check-in/out details, filing Incident Reports, etc. The Proctor Station may be located inside of the testing room, outside of the testing room with a video monitor, or outside of the testing room without a video monitor.

- The Proctor Station may not be used for proctoring and testing simultaneously.
- The Proctor must be able to view and monitor all candidates throughout the entire testing session by one of the following methods:
 - Proctor remains in the test room at all times
 - Proctor monitors through a viewable window into the test room(window must provide view of all candidates) and visual walk through of the testing room every 5-10 minutes
 - Video surveillance cameras are installed in the testing room, providing views of all candidates. Proctor will monitor via surveillance monitor located at the proctor station and visual walk through of the testing room every 5-10 minutes.

TSA COMPUTER BASED TEST SET UP AND SCHEDULING

- 1) A Contractor needs to review and ensure that they are able to meet the requirements (e.g., physical, security, computer system).
- 2) A number of IT tests need to be conducted on every test computer to ensure the TSA CBT will be administered in the standardized fashion. Each test computer will need to have the system requirements checked for compliance.
- 3) Once these tests are completed, the IP address(s) of the testing location needs to be provided to TSA test vendor.
- 4) Airports or Contractors will need to build their schedules using the scheduling template (provided upon contract award) and provide it to the appropriate TSA POC. At least 2 week lead time is recommended in order to fill all available seats at a testing location. The first time a schedule is submitted, the Contractor will need to provide the address of the testing location along with

directions and a contact phone number. Also, if any special instructions will be relayed to the candidate (e.g., "Candidates who successfully complete the computerized assessment will be required to stay for up to 2 1/2 hours to complete the next phase of the selection process.") those would need to be provided at that time for posting on the self-scheduler.

- 5) Once the schedule is loaded, candidates will be scheduled to take the CBT through TSA vendor.

ATTACHMENT J.6 TSA GOVERNMENT FURNISHED PROPERTY (GFP) MAINTENANCE REQUIREMENTS

The contractor shall perform maintenance in accordance with the following. The following paragraphs define the different levels of preventative maintenance (PM) and corrective maintenance (CM).

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

- Level I PM – This is primarily PM that is performed every shift (1-3 times a day), daily, and weekly. Level I PM is performed without the need to open the machine. The Contractor shall perform Level I PM.
- Level II PM - This is primarily PM that is performed every, month, quarter, or year. These services are not a requirement of this contract and will be performed by a third-party contractor. Monthly Level II PM will include verification of the performance of Level I PM by TSA personnel. This verification will be accomplished by reviewing airport logs for the SE and through physical observation.

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

- Level I CM – This is CM that is performed as needed to effect repairs that do not require trained field service technicians (FSTs) (e.g., bag jams, PC reboots, etc.). The Contractor shall perform Level I CM if the item is repairable, but shall contact the FSD staff in the event that the item is irreparable.
- Level II CM – This is CM that is performed as needed to effect repairs that always require trained FSTs. **These services are not a requirement of this contract and will be performed by a third-party contractor.**
- Level III Depot Maintenance (DM) – Unscheduled maintenance activities performed to repair failed SE by shipping the SE back to a Depot. **These services are not a requirement of this contract and will be performed by a third-party contractor.**

ATTACHMENT J.7 RESERVED

ATTACHMENT J.8 GUIDELINE FOR THE DEVELOPMENT OF BENEFITS

Shown below is a chart that breaks out the various plans that are available to TSA Government Screeners. Requiring a contract screening company to provide the exact same compensation and benefits as the Federal Government restricts the company's flexibility. It would prevent the private screening companies from testing various recruiting and retention incentive programs that might be more effective than the Federal programs. It also would significantly increase the costs of the SPP, in that the contract screening companies would not have the bargaining size and power of the Federal Government, especially with regard to medical programs. For example, the Federal Government negotiates a choice of medical programs for its employees. Most private companies cannot do this. Finally, Federal or state law establishes some benefit programs. Federal employees, for example, are covered by the Federal workers compensation program that provides a certain level of benefits. Private employees are covered by state programs that vary widely in the level of benefits provided. If the private companies had to duplicate the exact medical or workers compensation programs established by the Federal Government, it would significantly increase their costs.

ATSA provides broad direction requiring that the contract screening companies "...will provide compensation and other benefits to such individuals that are not less than the level of compensation and other benefits provided to such Federal Government personnel." TSA believes the better interpretation is to require the contract screening companies to provide pay and benefits at a loaded cost (direct hour plus percentage cost of fringe benefits) that equal or exceed the loaded cost of the pay and benefits provided by the Federal Government. This ensures that the private companies can recruit and retain quality private contract screeners, but gives the private companies the flexibility to trade additional pay against other benefits, or to enhance certain benefits and reduce others. Thus, it enables the private companies to determine and provide the best package necessary for the recruitment and retention of quality private contract screeners. This approach increases flexibility while permitting recruitment and retention of quality private contract screeners. It also recognizes the different bargaining and legal positions of the Federal Government and private contract screeners. Any other approach would significantly increase the cost of private screening contracts.

TSA Benefit	TSA Offered/Not Offered
Retirement Plans Defined Benefit	Offered CSRS Defined benefit FERS Defined benefit

TSA Benefit	TSA Offered/Not Offered
<p>Thrift Savings (401K)</p> <p>*contributions may not exceed the IRS regulations</p> <hr/> <p>Age 50 and over Catch up</p>	<p>Offered*</p> <p>FERS up to 14%</p> <p>Match up to 5% includes agency automatic 1%</p> <p>CSRS up to 9% No Match</p> <hr/> <p>Offered</p> <p>2004 - \$3,000</p>
<p>Health Insurance</p> <p>Self Only</p> <hr/> <p>Dependents</p> <hr/> <p>Effective date of coverage</p> <hr/> <p>Vision Coverage</p> <hr/> <p>Dental Coverage</p>	<p>Offered</p> <p>Govt. pays 72%-75% of employee premiums.</p> <hr/> <p>Offered</p> <p>Govt. pays 72%-75% of dependent premiums.</p> <hr/> <p>Coverage starts pay period after employee submits enrollment form.</p> <hr/> <p>Offered</p> <p>Included in Health Plan</p> <hr/> <p>Offered</p> <p>Included in some Health Plans and offered as Separate plans.</p>

TSA Benefit	TSA Offered/Not Offered
Flexible Spending Accounts	Offered \$4,000 max for health care \$5,000 max for dependent care
Life Insurance Basic	Offered Term – Annual Salary rounded to next \$1,000 plus \$2,000 added Government Pays 1/3 of cost
Optional	Offered 1 to 5 times annual basic pay. Spouse \$25,000 max Child \$12,500 max Employee pays costs
Accidental Death and Dismemberment (AD and D) <hr/> Extra Benefit	Offered Basic/Option A Free to employee <hr/> Offered Doubles amount of insurance for age 35 and younger – Free to employee

TSA Benefit	TSA Offered/Not Offered
Long Term Care	Offered Employees/spouses/parents,/in laws/step parents/adult children – various options
College Savings Plan	Not Offered
Tuition Reimbursement	Not Offered Plans to provide in the future

ATTACHMENT J.9 TRAVEL CONSIDERATIONS

Travel may be needed to meet the requirements in the Statement of Work (SOW) and to attend special training or meetings as approved by the CO. The travel described is for official business only and shall be conducted in accordance with the Federal Travel Regulation. The Contractor will bear the cost of travel if conducted outside of these requirements. See section C.2.5.1 for information concerning VIPR operations off airport premises.

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BLOCK DESIGNATION NOTICE

The Department of Homeland Security (the "Department") has completed its review of the Transportation Security Administration's Screening Partnership Program as a Block, pursuant to the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441– 444 (the "SAFETY Act"), and the Regulations Implementing the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 C.F.R. Part 25, 71 Fed. Reg. 33147, 33159 (June 8, 2006) (the "Regulations"). Pursuant to Section 25.3 of the Regulations, the Secretary of the Department of Homeland Security has delegated her responsibilities, powers, and functions under the SAFETY Act, except the authority to declare that an act is an Act of Terrorism for purposes of Section 444(2) of the SAFETY Act, to the "Under Secretary for Science and Technology of the Department of Homeland Security or the Under Secretary's designees." The Under Secretary for Science and Technology has designated the Chief of Staff for Science and Technology as another senior official who, in addition to the Under Secretary for Science and Technology, has authority to make SAFETY Act determinations regarding Designations, Certifications, and other matters in accordance with the SAFETY Act and the Regulations.

In accordance with Sections 25.4(b) and 25.6(h) of the Regulations, I determined that Screening Partnership Program participants affirmatively satisfy the criteria for a SAFETY Act Block Designation and are therefore eligible to apply for inclusion in this Block Designation. Screening Partnership Program participants may participate in an expedited SAFETY Act application process pursuant to the terms and conditions below.

TERMS AND CONDITIONS

- **Block Designation for Screening Partnership Program Participants.** The Transportation Security Administration's Screening Partnership Program has relevance to the Department's anti-terrorism mission and Screening Partnership Program participants may apply for this Block Designation. This Block Designation is based on program requirements set forth by the Transportation Security Administration.
- **Timeline for Expedited Review.** Pursuant to a complete application, the Office of SAFETY Act Implementation ("OSAI") expects to process complete applications related to this Block Designation Notice within 90 days of receipt. This will allow for a complete review of an Applicant's insurance and financial information.
- **Application Requirements.**
 - OSAI will coordinate with the Screening Partnership Program Office to verify the names of applicants under the Block Designation.
 - Applicants under this Block Designation Notice will be required to submit a Block Designation Application via the SAFETY Act Website (www.safetyact.gov).
 - Pursuant to Section 443(a) of the SAFETY Act and Sections 25.5(a) and (g) of the Regulations, Selected Vendors as defined in Section 25.6(g) of the SAFETY Act Regulations shall obtain or maintain liability insurance for otherwise compensable third-party claims arising out of, relating to, or resulting from an Act of Terrorism when the Technology has been deployed

in defense against, response to, or recovery from such an act. To establish such a limit, the Applicant will submit answers to Items BD.11 and BD.12 in the Block Designation Application.

- Applicants wishing to apply for Certification should contact OSAI for additional requirements.

- **Term of this Block Designation Notice.** This Block Designation Notice will expire on June 30, 2015. The expiration of this Notice is independent from, and will have no effect on, the term of any preexisting Designation received by applicants under the Block.

- **Other Conditions.**

- This Block Designation may be reviewed and modified at any time by the Department.

Note: Please refer to specific SPP instructions posted on www.safetyact.gov for further guidance on filing an application pursuant to this Block Designation Notice.

Any questions regarding this Block Designation Notice should be directed to the SAFETY Act Help Desk by e-mail at helpdesk@safetyact.gov or by phone at 1-866-788-9318. Please reference “Screening Partnership Program Block Designation Notice” in all correspondence.

The link to the DHS SAFETY Act website page that contains the SPP Block Notice and brief instructions on submitting an application under the SPP Block Designation is provided below:

<https://www.safetyact.gov/jsp/procurement/samsProcurement.do?action=viewProcurementPublic&procID=18>

ATTACHMENT J.11 TSA SCREENER PART-TIME EMPLOYEE BENEFITS – FACT SHEET

Part Time Appointment	Health Benefits	Life Insurance	Retirement (CSRS/FERS)	TSP
32-64 hours, per pay period (16-32 per week)	Yes	Yes	Yes	Yes

Leave Administration Annual/Sick	Family and Medical Leave	Workers Compensation	Social Security
Yes	Yes	Yes	Yes

Type of Appointment and Prearranged Schedule

To be eligible for federal benefits, a part-time employee must:

- Have a temporary or a permanent appointment, and
- Work between 16 and 32 hours each week (or between 32 and 64 hours a pay period) on a prearranged schedule.

Part-time employees are eligible, on a prorated basis, for the same benefits as full-time employees: leave, retirement, health, and life insurance coverage.

Health Insurance: Part-time employees who participate in the Federal Employees Health Benefits Program receive the same coverage as full-time employees but pay a greater percentage of the premium because the Government's share is prorated based on the number of hours the employee is scheduled to work each week. For example, an employee on a 20-hour-per-week schedule receives one-half the Government contribution towards the premium.

More information on Federal Employees Health Benefits (FEHB):

<http://www.opm.gov/insure/health/index.asp>

Annual/Sick Leave/Family and Medical Leave and Holidays: Part-time employees earn annual and sick leave on a prorated basis depending on the number of hours in a pay status per pay period.

- Annual Leave – An employee with less than 3 years of service earns 1 hour of annual leave for each 20 hours in a pay status; with 3 years but less than 15 years of service, the employee earns 1 hour of annual leave for each 13 hours in a pay status; and with 15 or more years of service earns 1 hour of annual leave for each 10 hours in a pay status.
- Sick Leave – Part-time employees earn 1 hour of sick leave for each 20 hours in a pay status.
- Family and Medical Leave – Part-time employees are also covered by the rules governing the Family and Medical Leave Act of 1993 and the Federal Employees Family-Friendly Leave Act.

- **Holidays** – If a holiday falls on a day the employee normally works the employee is paid for the number of hours he or she was scheduled to work, not to exceed 8 hours, except for an employee on a compressed work schedule. A part-time employee is not entitled to a holiday that falls on a day the employee is not normally scheduled to work.

More information on leave: <http://www.opm.gov/oca/leave/HTML/factindx.asp>

Retirement: Retirement annuities are based on an employee's length of service and the highest annual base pay received for any three consecutive years. Each year of part-time service counts as one full year toward the length of service requirement. However, the annuity calculation for periods of part-time service after April 6, 1986, is prorated to reflect the difference between full-time and part-time service.

More information on retirement: <http://www.opm.gov/retire/index.asp>

Thrift Savings Plan: If you are a FERS or CSRS employee, you can participate in the TSP, regardless of whether you work full time or part time. The contribution rates are based on the part-time salary.

More information on TSP: www.tsp.gov

Life Insurance: A part-time employee is eligible to participate in the Federal Employees Group Life Insurance Program. The amount of insurance for which an employee is eligible is based on the part-time employee's annual salary applicable to his or her scheduled tour of duty. If your scheduled tour of duty is 20 hours, and you work 24 hours, your premium is based on 20 hours of work. Additionally, any benefit received is based on 20 hours of work.

More information on Federal Employees' Group Life Insurance (FEGLI):

<http://www.opm.gov/insure/life/index.asp>

Pay: Gross pay is computed by multiplying the employee's hourly rate of basic pay by the number of hours worked during the pay period. Except for certain employees on alternative work schedules (AWS), overtime rates apply only to the hours in excess of 8 hours in a day or 40-hours in a week. Non-overtime hours above those normally scheduled are paid at the basic rate of pay. (For employees on AWS, overtime rates apply only to hours in excess of 80 in the pay period). Please note that part-time employees will not be paid for a holiday that falls on a day that is not part of their regular part-time schedule, unless the holiday is actually worked.

Social Security: Benefits are based on an employee's earned credits and the amount of earnings. An employee's average earnings over their working years determine the amount of the monthly payment. Each year of part-time service counts as one full year toward the length of service requirement.

Workers Compensation: The Federal Employees Compensation Act (FECA) applies to all federal employees regardless of the length of time on the job or the type of position held. Probationary and temporary employees are covered on the same basis as permanent employees.

Adverse and Performance-based Actions: Part-time employees have the same rights as full-time employees when disciplinary actions or performance-based actions are taken against them. Adverse and/or performance-based actions include suspensions, removals, furloughs, and reductions in grade. (A reduction in scheduled hours is not subject to adverse action procedures.)

Service Credit: A part-time employee earns a full year of service for each calendar year worked (regardless of schedule) for the purpose of computing dates for the following: retirement eligibility; career tenure; and change in leave category.

ATTACHMENT J.12 ESTIMATED CONSUMABLES LIST

The following tables provide information on the estimated types and amounts of consumables and other ancillary items needed to complete the work outlined in the RFP. This information is provided to assist with the initial inventory planning and management of costs, and is not intended to be all inclusive.

Description	Unit	Est Monthly Usage
Alcohol	Case	12
Bandage 3/4" Plastic	Box	3
Battery AA	Each	21
Battery AAA	Each	73
Battery CR123A	Each	150
Bottle Plastic 24 oz	Each	1
Calibration Traps, E-Mode	Can	40
COLORIMETERIC Bottle Drop A	Each	1
COLORIMETERIC Bottle Drop P	Each	1
COLORIMETERIC PAPER STRIPS	Pkg	2
COLORIMETERIC TRAY	Each	5
Envelopes - Brown Kraft 3-1/2" x 6-1/2"	Box	100
GLOVES - Blue Nitrile SMALL	Case	5
GLOVES - Blue Nitrile MEDIUM	Case	37
GLOVES - Blue Nitrile LARGE	Case	27
GLOVES - Blue Nitrile XLARGE	Case	33
GLOVES - Blue Nitrile XXL	Case	1
In-Line Labels Shipping 2-5/16" x 4" 300/roll	Roll	23
Label 2" x 4" Plain White	Box	1
Lysol 19 oz	Each	2
Money Receipt forms	Each	1
Packing Tape	Case	56
Thermal Paper Tape 3 1/8" -	Case	36
Paper Towels	Case	9

Sample Traps	Can	108
Purell Hand Sanitizer	bottle	6
Secur-A-Tach Fasteners 5 in.	Box	50
Sharpie Marker	Each	78
SHIPPING TAGS BLUE	Each	83
SHIPPING TAGS GREEN	Each	85
SHIPPING TAGS MANILLA	Each	85
SHIPPING TAGS RED	Each	85
Sprayer for 24 oz bottle	Each	3
Stamp Pad Ink	Bottle	8
Swiffer Duster Refills	Box	4
Swiffer Extender Handles	Each	1
TDC UV FLASHLIGHT	Each	3
Trash Bags LARGE Black	Case	0
Trash Bags Small Black	Case	0
TSA LIQUID TEST STRIPS	Bottle	24
TSA Notice of Inspection (NOI)	Each	18,750
Windex 32 oz	Bottle	3
Canned Air	Each	28
Saturated Swabs	Pkg	6
Saturated Wipes	Pkg	1
Dopant, Explosives	Each	7
Membrane Kit (5/kit)	Kit	8
Fan Filter Grill - small	Each	2
Dryer Material, Molecular Sieve, Bottle	Each	10
Stainless Steel Filter	Each	15

ATTACHMENT J.13 FORMS AND TEMPLATES

Below is a partial list of forms and templates referenced in the RFP. SSI forms and templates will be provided after contract award. The actual forms and templates are attached in a separate ZIP file.

Financial Management Report	A013
Performance and Labor Report Monthly	A014
Maintenance Recording Form	A027
Daily Maintenance Log for X-Ray	A032
As Required Maintenance Form X-Ray	A033
Daily Maintenance Log for ETD	A036
U.S. Currency Control Log	A039
Customer Service Incident Investigation Report	A040
Aircraft Operator Hazardous Material Notification Record	A042
Opening/Closing the Passenger Screening Checkpoint Report	A048
Opening/Closing the Checked Baggage Screening Location Report	A049
Monetary Items Found at Security Screening Checkpoint	A052
Voluntary Abandoned Property (VAP) Monthly Report	A053
Itemization of Reutilized Voluntary Abandoned Property (VAP)	A054
Certificate of Final Disposition (VAP)	A055
Memorandum for Record (VAP)	A056
Lost and Unclaimed Daily Inventory Record	A057
Incident Reporting Requirements List	A059
Supervisor Procedures for IED at Baggage Checkpoint	A062
Supervisor Procedures for IED at Passenger Checkpoint	A063
Supervisor Procedures for Fire inside the airport terminal	A064
Supervisor Procedures for Airline Crash	A065
Supervisor Procedures for Biological Incident	A066
Supervisor Procedures for Hazardous Material Spill	A067
Supervisor Procedures for Person with a Weapon	A068
Corrective Action Plan	A071

ATTACHMENT J.14 ACRONYMS AND DEFINITIONS

J.14.1 ACRONYMS

Acronym	Meaning
AA	Airport Authority
AAAE	American Association of Airport Executives
ADS	Administrative Security Division
AFP	Award Fee Plan
AFSD	Assistant Federal Security Director
APR	Annual Proficiency Review
AQL	Acceptable Quality Level
ASAP	Aviation Screening Assessment Program
ATSA	Aviation and Transportation Security Act
BDO	Behavioral Detection Officer
CAP	Corrective Action Plan
CBT	Computer-based Test
CDRL	Contract Data Requirements List
CFE	Contractor-furnished Equipment
CMB	Claims Management Branch
CO	Contracting Officer
COR	Contracting Officer's Representative
CPO	Credentialing Program Office
CPS	Cooperative Personnel Services

Acronym	Meaning
DCAA	Defense Contract Audit Agency
DFS	Dual Functioning Screener
DHS	Department of Homeland Security
DOT	Department of Transportation
DSS	Defense Security Service
EDS	Explosive Detection System
EOD	Entry on Duty
ETD	Explosive Trace Detection
FAR	Federal Acquisition Regulation (http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm)
FBI	Federal Bureau of Investigation
FDO	Fee Determining Official
FPRD	Fingerprint Results Distribution
FSD	Federal Security Director
FTE	Full-time Equivalent
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFP	Government Furnished Property
GFM	Government Furnished Material
HHMD	Hand Held Metal Detector
HR	Human Resources
HSAR	Homeland Security Acquisition Regulation (http://farsite.hill.af.mil/reghtml/regs/other/hsar/hsar1toc.htm)

Acronym	Meaning
JPR	Job Performance Review
LOI	Letter of Interrogatory
LTSO	Lead Transportation Security Officer
NDA	Non-Disclosure Agreement
NISP	National Industrial Security Program
NOI	Notice of Inspection
NTP	National Training Plan
OCC	Office of Chief Counsel
OCI	Organizational Conflict of Interest
OCM	Claims Management Office
OEM	Original Equipment Manufacturer
OJI	On-the-job Injury
OJT	On-the-job Training
OLC	On-line Learning Center
OMB	Office of Management and Budget
OoA	Office of Acquisition
OPM	Office of Personnel Management
ORI	Origination Routing Issuance
PerSec	TSA Personnel Security Office
PCIP	Process Improvement Change Proposal
PEB	Performance Evaluation Board
PMIS	Performance Measurement Information System

Acronym	Meaning
PMO	Program Management Office
PMR	Performance Management Review
POC	Point of Contact
PP5	Private Screening Pilot Program
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RFP	Request For Proposals
SDR	Staffing Details Report
SON	Submitting Office Number
SOO	Statement of Objective
SOP	Standard Operating Procedure
SORT	Screeener Objective Recognition Test
SOW	Statement of Work
SPOT	Screening of Passengers by Observation Technique
SPP	Screening Partnership Program
SSI	Sensitive Security Information
STI	Security Training Instructor
STSO	Supervisor Transportation Security Officer
TC	Training Contract
TIP	Threat Image Projection
TPR	Technical Proficiency Review
TSA	Transportation Security Administration

Acronym	Meaning
TSO	Transportation Security Officer
VAP	Voluntarily Abandoned Property
VIPR	Visible Intermodal Prevention and Response
VPN	Virtual Private Network
WBS	Work Breakdown Structure
WPT	Work Performance and Training
WTMD	Walk Through Metal Detector

J.14.2 DEFINITIONS

Acceptable Quality Level (AQL): A performance level, as defined in the Quality Assurance and Surveillance Plan (QASP) as part of the contract at which the Contractor must at least meet.

Airport Request for Proposal: TSA-issued solicitation for a specific airport to Contractors to provide checkpoint and baggage screening services.

Award Fee Plan: An airport specific plan that identifies the process and criteria for awarding a monetary fee based on Contractor performance.

Explosive Detection System (EDS) Direct Costs: Costs associated with consumable supplies required to operate checkpoint and checked baggage security screening equipment.

Explosive Trace Detection (ETD) Direct Costs: Costs associated with consumable supplies required to perform checkpoint and baggage security screening.

Government Property: Government-owned or leased facilities, equipment, materials, and information provided to the Contractor for use only in the connection with the contracts.

Key Personnel: Personnel, in addition to the Contractor Program Manager, identified as being essential to the work being performed under the contract.

Kick-Off Meeting: The meeting held after award that serves to formally introduce the Contractor to key TSA Headquarters, Field and Airport personnel, provide the Contractor with the key materials to begin developing a screening workforce, open the lines of communications and discuss performance expectations.

On-boarding: The screener new hire process that includes recruiting, assessing, and EOD suitability determination. Training is considered a separate process from On-boarding.

Passenger and Baggage Claims Plan: The Contractor's plan to receive, manage, and address passenger claims related to the security screening process and baggage handling, as described in Section C.8.2

Performance Information Management System (PIMS): The TSA web-based tool that supports performance and operational data reporting.

Performance Measurement Information System (PMIS): The TSA web-based tool that supports performance and operational data collection and reporting.

Pre-Transition Phase: The phase which commences at the start of the period of performance and entails the preparatory activities required to assume responsibility for airport security screening services. The Pre-Transition phase will end when the SPP PMO, COR and FSD accept the Contractor's operations as ready to initiate security screening services.

Productive hours: Time spent (in hours) actually completing work by screeners, BDOs, and TDCs associated with this SOW. Productive hours include screening, maintenance and training (initial, OJT and recurrent), but does not include time off, holidays, or company administrative activities.

Program Management Plan: The Contractor's processes and procedures to manage the total work effort associated with the SOW, as described in Section C.4.

Program Manager: The person designated by the contractor to have overall responsibility for the contract.

Quality Assurance and Surveillance Plan (QASP): The Government's surveillance oversight plan that ensures the Contractor is meeting ATSA requirements and complying with contract requirements. The QASP, Section E.2, links program objectives to contract performance measures and defines acceptable quality level.

Screening Allocation Model Definition (SAM): The Screener Allocation Model (SAM) determines the number of screeners required to staff the airport in accordance with all pertinent SOPs. This number takes into consideration: airport configuration, originating passenger load factors, equipment, personnel issues to include training, vacation, sick time, OJT, military leave, and holiday time. It also considers requirements to staff the tasks identified as requirements for the screening force per the SOW.

Screening Contractor Quality Control Plan: The Contractor's plan to guide and document required management and quality control actions, including compliance with the QASP, as listed in Section E.2, to achieve the contract specific results.

Screening Contractor Hiring Plan: The Contractor's plan to execute its Recruitment Process, Assessment Process, EOD Suitability Determination Process, and Hiring Plan/Schedule.

SSI Management Plan: The Contractor's plan for the use and inventory of Sensitive Security Information (SSI).

Succession Strategy: Immediate and long-term strategy for the continued execution of the contract despite workforce changes.

Training Plan: The Contractor's plan to coordinate the delivery and logistics of screener training according to TSA training requirements.