

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)	RATING	PAGE OF PAGES 1 179	
2. CONTRACT NUMBER HSTS05-15-C-SPP015		3. SOLICITATION NUMBER HSTS05-14-R-SPP005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (FBI) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/05/2014
7. ISSUED BY MISSION ESSENTIALS DIVISION 701 S 12TH STREET Arlington VA 20598		6. REQUISITION/PURCHASE NUMBER 2115205SPP015			
7. ISSUED BY CODE 05		8. ADDRESS OFFER TO (if other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Part 8, or if none stated, in the Depository located in _____ until _____ (Date) _____ (Hour) _____ (Date)

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.

18. FOR INFORMATION CALL	A. NAME Melany Pollock	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS (b)(6)
		AREA CODE 571	NUMBER 227	EXT. (b)(6)	

11. TABLE OF CONTENTS							
00	SEC.	DESCRIPTION	PAGE(S)	01	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	121
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECIFICATION STATEMENT	16	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	138
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	48	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	49	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	63	<input type="checkbox"/>	L	INSTR., CORRS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	80	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	85				

OFFER (Must be fully completed by offeror)

NOTE: Item 13 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 _____ 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 expected in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.212.6)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR TRINITY TECHNOLOGY GROUP INCORPORATED Attn: (b)(6) 10687 GASKINS WAY STE 200 MANASSAS VA 201092369	CODE 126436331	FACILITY	15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b)(6) Vice-President, Contracts Trinity Technology Group, Inc.
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16A. TELEPHONE NUMBER AREA CODE 703 NUMBER 899-(b)(6)	16B. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. OFFER DATE 11/24/14
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18. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$3,015,700.72	21. ACCOUNTING AND APPROPRIATION See schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 15 U.S.C. 2504 (e)) <input type="checkbox"/> 41 U.S.C. 233 (e))	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	24. PAYMENT WILL BE MADE BY See Schedule G
24. ADMINISTERED BY (if other than Item 7) See Schedule G	25. UNITED STATES OF AMERICA (b)(6)	25. AWARD DATE 11/24/14
26. NAME OF CONTRACTING OFFICER (Type or print) Marlene Kratz.		

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 8-77)
Prescribed by GSA - FAR (48 CFR) 53.214(e)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)	RATING	PAGE OF PAGES 1 179	
2. CONTRACT NUMBER HSTS05-15-C-SPP015	3. SOLICITATION NUMBER HSTS05-14-R-SPP005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/05/2014	6. REQUISITION/PURCHASE NUMBER 2115205SPP015
7. ISSUED BY MISSION ESSENTIALS DIVISION 701 S 12TH STREET Arlington VA 20598		CODE 05	8. ADDRESS OFFER TO (If other than Rem 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Rem 8, or if hand carried, in the depository located in _____ until _____ (Hour) _____ local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section I, 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 Melany Pollock	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 571	NUMBER 227-	(b)(6)	(b)(6)

11. TABLE OF CONTENTS

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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	16	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	138
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	49	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	63	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	80	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	85				

OFFER (Must be fully completed by offeror)

NOTE: Rem 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 _____ 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 (See Section I, Clause No. 52.232.8)

<input type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR TRINITY TECHNOLOGY GROUP INCORPORATED Attn: (b)(6) 10687 GASKINS WAY STE 200 MANASSAS VA 201092369	CODE 126436331	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$3,015,700.72	21. ACCOUNTING AND APPROPRIATION See schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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 (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Rem 7) See Schedule G	CODE 05	25. PAYMENT WILL BE MADE BY See Schedule G
26. NAME OF CONTRACTING OFFICER (Type or print) Marlene Kratz	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS05-15-C-SPP015

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NAME OF OFFEROR OR CONTRACTOR
TRINITY TECHNOLOGY GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 45-0494372 DUNS Number: 126436331 Discount Terms: Net 30 Admin Office: MISSION ESSENTIALS DIVISION 701 S 12TH STREET Arlington VA 20598 Delivery Location Code: TSA29 OFFICE OF SECURITY OPERATIONS (OSO) 601 S 12TH ST EAST -5 Attn: SHERYL L. GATHERRIGHT Arlington VA 20598 Payment: US Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake VA 23327-4111 Accounting Info: 5AV156A000D2015SWE010GE000025005900590SPP-59030011 22020000-252Q-TSA DIRECT-DEF. TASK-D FOB: Destination Period of Performance: 12/01/2014 to 11/30/2015				
00001	Security Screening Services Labor Only (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition" Statement of Work and includes all required data/reports) Obligated Amount: (b)(4) Delivery: 04/01/2015	8	JB	(b)(4)	(b)(4)
00001T	Transition Phase Labor Only (In accordance with Section C.3 "Conduct Airport Service Transition" Statement of Work). Obligated Amount: (b)(4) Delivery: 12/01/2014	4	JB	(b)(4)	(b)(4)
00002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) Obligated Amount: (b)(4) Continued ...	8	JB	(b)(4)	(b)(4)

NAME OF OFFEROR OR CONTRACTOR
TRINITY TECHNOLOGY GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 04/01/2015				
00002T	Transition Phase - Other Price Elements (In accordance with Section C.3 "Conduct Airport Service Transition" Statement of Work). Obligated Amount: (b)(4)	4	JB	(b)(4)	(b)(4)
	Delivery: 12/01/2014				
00003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable (Option Line Item) 10/24/2015				(b)(4)
01001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2015 Delivery: 12/01/2015	12	JB	(b)(4)	(b)(4)
01002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) *This CLIN may be Cost Reimbursable (Option Line Item) 10/24/2015 Delivery: 12/01/2015	12	JB	(b)(4)	(b)(4)
01003	Additional Operational Requirements (including, Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS05-15-C-SPP015

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NAME OF OFFEROR OR CONTRACTOR
TRINITY TECHNOLOGY GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable (Option Line Item) 10/24/2015				
02001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2016 Delivery: 12/01/2016	12	JB	(b)(4)	(b)(4)
02002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2016 Delivery: 12/01/2016	12	JB	(b)(4)	(b)(4)
02003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable (Option Line Item) 10/24/2016 Delivery: 11/24/2014				(b)(4)
03001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) Continued ...	12	JB	(b)(4)	(b)(4)

NAME OF OFFEROR OR CONTRACTOR
TRINITY TECHNOLOGY GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10/24/2017 Delivery: 12/01/2017				
03002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2017 Delivery: 12/01/2017	12	JB	(b)(4)	(b)(4)
03003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable (Option Line Item) 10/24/2017				(b)(4)
04001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2018 Delivery: 12/01/2018	12	JB	(b)(4)	(b)(4)
04002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports) (Option Line Item) 10/24/2018 Delivery: 12/01/2018 Continued ...	12	JB	(b)(4)	(b)(4)

NAME OF OFFEROR OR CONTRACTOR
TRINITY TECHNOLOGY GROUP INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
04003	<p>Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements"</p> <p>*This CLIN maybe Cost Reimbursable (Option Line Item) 10/24/2018</p> <p>The total amount of award: \$21,144,699.08. The obligation for this award is shown in box 20.</p>				(b)(4)

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SECTION B – SUPPLY or SERVICES & PRICES

The Total Contract Value will be based on the total price of the Base period and the price of each option year.

B.1. PRICING TABLE

Base Period

Item	Supplies/Services	Quantity	Unit of Measure	Unit Price	Total Price
0001T*	Transition Phase – Labor Only (In accordance with Section C.3 “Conduct Airport Service Transition” Statement of Work).	4	Month	(b)(4)	(b)(4)
0002T*	Transition Phase - Other Price Elements (In accordance with Section C.3 “Conduct Airport Service Transition” Statement of Work).	4	Month	(b)(4)	(b)(4)
0001	Security Screening Services – Labor Only (In accordance with Section C (except Section C.3 “Conduct Airport Service Transition”) Statement of Work and includes all required data/reports)	8	Month	(b)(4)	(b)(4)
0002	Other Price Elements (In accordance with Section C (except Section C.3 “Conduct Airport Service Transition”) Statement of Work and includes all required data/reports)	8	Month	(b)(4)	(b)(4)
Optional 0003**	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs as defined in Section C.2.6 “Additional Operational Requirements”)	1	Lot	(b)(4) *estimated	(b)(4)
Base Year Total					(b)(4)

* CLINs 0001T** and 0002T** reference “Transition CLINs”

**This CLIN may be Cost Reimbursable

Option Year 1 (if exercised)

Item	Supplies/Services	Quantity	Unit of Measure	Unit Price	Total Price
1001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
1002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
Optional 1003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable	1	Lot	(b)(4) *estimated	(b)(4)
Option Year 1 Total					(b)(4)

Option Year 2 (if exercised)

Item	Supplies/Services	Quantity	Unit of Measure	Unit Price	Total Price
2001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
2002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
Optional 2003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable	1	Lot	(b)(4) *estimated	(b)(4)
Option Year 2 Total					(b)(4)

Option Year 3 (if exercised)

Item	Supplies/Services	Quantity	Unit of Measure	Unit Price	Total Price
3001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
3002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
Optional 3003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable	1	Lot	(b)(4) *estimated	(b)(4)
Option Year 3 Total					(b)(4)

Option Year 4 (if exercised)

Item	Supplies/Services	Quantity	Unit of Measure	Unit Price	Total Price
4001	Security Screening Services (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
4002	Other Price Elements (In accordance with Section C (except Section C.3 "Conduct Airport Service Transition") Statement of Work and includes all required data/reports)	12	Month	(b)(4)	(b)(4)
Optional 4003	Additional Operational Requirements (including, but not limited to surge, additional training and Pilot Programs) as defined in Section C.2.6 "Additional Operational Requirements" *This CLIN maybe Cost Reimbursable	1	Lot	(b)(4) *estimated	(b)(4)
Option Year 4 Total					(b)(4)
GRAND TOTAL					\$21,144,699.08

[END OF SECTION]

Labor Rates for Security Screening Services and Additional Operational Requirements CLINS

ATSA Comparison (direct labor rate + fringe) Screener Rate			
	TSO	LTSO	STSO/STI
Base Period	\$22.03	\$28.75	\$33.25
Option Period 1	\$22.03	\$28.75	\$33.25
Option Period 2	\$22.03	\$28.75	\$33.25
Option Period 3	\$22.03	\$28.75	\$33.25
Option Period 4	\$22.03	\$28.75	\$33.25

Fully Burdened Screener Rate			
	TSO	LTSO	STSO/STI
Base Period	\$26.67	\$34.81	\$40.25
Option Period 1	\$26.67	\$34.81	\$40.25
Option Period 2	\$26.67	\$34.81	\$40.25
Option Period 3	\$26.67	\$34.81	\$40.25
Option Period 4	\$26.67	\$34.81	\$40.25

[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 baggage (including cargo screened as 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 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 and related guidance. 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 requires contractors supporting the SPP to provide screening services at a cost to TSA that is less than, or equal to the cost of 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 Sarasota Bradenton International Airport (SRQ), Sarasota, FL.

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 and Playbook;
- Security Training;
- Preventative maintenance of designated screening equipment;
- Temporary screening for pilots and surge requirements (as needed); and
- Screening workforce management.

Per ATSA, security screening services shall be performed at a level equal to or greater than the level provided by Federal government personnel. 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.

TSA screening procedures may include the use of animals such as canines or other animals at the airport. The Contractor may be required to perform security screening activities alongside these animals and their federal handlers. The Contractor shall also perform security activities in coordination with federal Behavior Detection Officers (BDOs) as deemed necessary by the TSA.

Given the dynamic and changing nature of airport infrastructure and operations, the Contractor shall conduct security screening at all current, future, and reconfigured TSA established passenger and baggage screening locations at the airport(s).

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.

In addition to providing security screening, the Contractor shall be responsible for conducting airport transition and providing security screening program and personnel management. The SPP will work with the Contractor and other TSA stakeholders to integrate best practices and lessons learned from Federal screening operations and previous contracts in order to continuously seize improvement opportunities.

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 either available on the TSA public website, or 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:

Continued on Next Page

Table 1: Applicable and Referenced Information

Title/Description
Aviation and Transportation Security Act (ATSA) of 2001
Executive Order 12829, National Industrial Security Program (6 Jan 1993)
Executive Order 13526, Classified National Security Information (29 Dec 2009)
Classified National Security Information Implementing Directive No. 1 (22 Sep 2003)
National Industrial Security Program Office Manual (NISPOM) (28 Feb 2006)
DHS Instruction 121-01-011, DHS Administrative Security Program
Service Contract Act (1965)
Federal Tort Claims Act (FTCA) (25 Jun 1948)
Homeland Security Act of 2002 – SAFETY Act
Rehabilitation Act of 1973
Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910, Occupational Safety and Health Standards
Occupational Safety and Health Administration (OSHA) standards 29 CFR 1904, Recording and Reporting Occupational Injuries and Illness
TSA Financial Management Manual
TSA MD 200.7 Records Management Program
TSA MD 200.8 Records Management Files Classification System
TSA MD 200.9 Vital Records Program
TSA MD 200.51, Disposition of Lost and Unclaimed Personal Property Found in TSA-Occupied Space
TSA MD 200.52, Care, Handling, and Disposition of Voluntarily Abandoned Property
TSA MD 1100.73-2, TSO Dress and Appearance Responsibilities
TSA MD 1900.8, Transportation Security Officer Training And Initial Certification Programs
TSA MD 2800.7, TSA Headquarters (HQ) Access Control and Issuance of TSA HQ Photo Access Pass
TSA MD 2800.71, TSA Headquarters Access Control
TSA MD 1400.3 Information Technology Security
DHS MD 4300A Sensitive Systems Handbook
DHS IT Security Architecture Guidance Volumes 1, 2 and 3
DHS/TSA System Lifecycle (SLC)
TSA MD 2400.1, Occupational Safety and Health Program
Continuity Guidance Circular 1 (CCG1), Continuity Guidance for Non-Federal Agencies.” (January 2009)
TSA’s National Training Plan (NTP) (updated quarterly on the TSA Online Learning Center)

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 at TSA established passenger, baggage, and aviation direct access checkpoints with approved, fully-trained personnel. As part of security screening services, the Contractor, under the direction of TSA and using TSA SOPs, shall:

- Screen persons both entering and inside the airport 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 meet the complex operational 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.

C.2.1.1 Passenger Screening

If requested by the COR or TM, the Contractor shall provide the COR and/or TM verbal notification on how it intends to operate passenger screening checkpoints to include checkpoint opening and closing times, lane opening and closing, staff assigned, and times and locations where the Contractor expects hourly throughput demand to exceed capacity prior to execution. The Contractor shall incorporate and execute changes where the intent fails to meet the requirements outlined in this SOW. The Contractor shall provide this notification no less than monthly and before major travel periods, and may do so in conjunction with existing deliverables or performance reviews.

The Contractor shall operate screening checkpoints so that no person requiring screening waits 20 or more minutes from the time they enter the security screening queue until the time they reach the AIT or WTMD. The Contractor shall report all instances of wait times 20 or more minutes to the TM. When wait times exceed 10 minutes, the Contractor shall operate one (1) additional screening lane, where available, for every 150 people per hour requiring screening until all screening lanes are operating. The COR and/or TM may temporarily relieve the Contractor from the requirement to operate additional screening lanes if the situation warrants.

In specific instances when wait times exceed 20 minutes at checkpoints where the throughput demand is greater than the capacity, the Contractor shall operate all lanes and screen 150 people per hour per lane until wait times are reduced to 10 minutes or less and the queue has diminished enough to warrant closing lanes.

TSA may modify checkpoint procedure or configuration in conjunction with the implementation of risk-based security initiatives. In the event such modifications change the hourly throughput per lane, the Contractor shall follow the throughput standard for that procedure or configuration for planning and operational purposes.

C.2.1.2 Baggage Screening

The Contractor shall staff and operate all checked baggage screening locations in a manner so that all bags are screened, to include the resolution of security alarms, in time to make their intended flight. The Contractor shall plan to open and close baggage screening locations consistent with this requirement. If requested by the COR or TM, the Contractor shall provide the COR and/or TM verbal notification on how it intends to operate baggage screening locations to include opening and closing times, staff assigned, and supervision, and resolution tables operating prior to execution. The Contractor shall incorporate and execute changes where the intent fails to meet the requirements outlined in this SOW. The Contractor shall provide this notification no less than monthly and before major travel periods, and may do so in conjunction with existing deliverables or performance reviews.

C.2.1.3 SOP Implementation and Compliance

The Contractor shall implement all applicable TSA SOPs, directives, policies, and updates as directed by the COR. The Contractor shall meet or exceed 90 percent compliance with SOPs as audited by TSA personnel or TSA authorized third parties. For the sake of this implementation and compliance requirement, SOPs include ODs where ODs contain operational screening guidance within the scope of work. The Federal Security Director (FSD) is responsible for oversight of security screening services and the dissemination of security information, including SOPs, at the airport. During urgent and compelling security events, the Contractor shall immediately implement security screening-related direction **within the scope of work** upon receipt of such direction from the COR, TM or FSD. If the direction originates directly from the FSD, the Contractor shall make immediate and persistent attempts to inform the CO or COR of the direction and Contractor actions to comply.

The Contractor shall follow the operating procedures contained in the SOPs when conducting security screening. The COR or TM 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 COR, TM, and the Contractor, and involve the FSD as needed. The Contractor shall adhere to the staffing positions and activities defined in the checkpoint, baggage and screening management SOPs. In the rare event circumstances are warranted, the Contractor may deviate from the positions and activities outlined in the SOPs only with express written permission from the CO, COR, or TM, and in times of security threats or emergencies, with permission from the FSD and or the FSD designee. If the permission originates directly from the FSD or FSD designee, the Contractor shall make immediate and persistent attempts to inform the CO or COR of the change, and of Contractor actions to maintain security standards while minimizing the level of deviation.

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. The Contractor shall have no security incident attributed to its failure to follow current checkpoint and baggage screening SOPs.

C.2.2 Screening Operation Standards

In accordance with 49 U.S.C. §44920, 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. Therefore the Contractor shall perform equal to or better than the Federal Government in aspects pertaining to this SOW. In furtherance of the statute, for each airport under the scope of this SOW:

- The Contractor shall meet or exceed the average TIP detection rate of all airports in the same category for the preceding fiscal year.
- The Contractor shall meet or exceed the average first time pass rate for certification testing of all airports in the same category for the preceding fiscal year.
- The Contractor shall meet or exceed the average score on Presence, Advisements, Communication, and Execution (PACE) testing of all airports in the same category.
- The Contractor shall achieve a 90 percent or greater compliance rate with applicable SOPs.
- The contractor shall meet or exceed the average pass rate on improvised explosive device drills of all airports in the same category.
- The Contractor shall meet or exceed the TSA's equipment utilization goal at each screening location, if applicable. (Equipment utilization goals shall be provided as developed. Changes to existing or new utilization goals shall be considered within scope as they do not affect TSA staffing protocols.)

Failure to perform equal to or greater than the level that would be provided at the airport by Federal Government personnel may result in Government action up to and including contract termination. Additionally, the TSA reserves the right to review applicable performance measures, and the Contractor shall comply with TSA requests for improvement.

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 Contractor shall meet or exceed the level of performance established by the QASP (see section E.4 QASP Performance Measures). Consistent with ATSA, the Contractor shall also meet or exceed federal screener performance averages when such performance information exists. Failure to meet the minimum levels of quality may result in Government action up to and including contract termination.

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 F.4, or any other requirement specified in the SOW as deemed appropriate by the COR, TM, or CO, the TSA may generate a Contractor Improvement Report (CIR).

The Contractor shall submit a Corrective Action Plan (CAP) upon receipt of a CIR to address compliance issues identified by the COR or CO. After approval by the COR, the Contractor shall implement the CAP under close supervision from the COR or TM. 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 CIR or CAP involves security flaws or failures, it may need to be labeled and handled as SSI (see section II.5201.204.003, Handling of Sensitive Security Information (SSI) in TSA Contracts).

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. In cases where an SOP or OD reads "should" the contractor shall interpret that guidance as "shall," unless clarification is provided by the COR or TM. 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, COR, TM and law enforcement of security incidents in accordance with TSA SOPs. The Contractor shall also provide a detailed written report within 24 hours to the COR & TM. A listing of proper authorities at the airport(s) for screening, regulatory, and law enforcement related incidents are provided in section J.6 Airport Specific Information.

C.2.5 Layered Security Activities

The Contractor shall conduct layered security activities in accordance with TSA SOPs. These activities are limited to Playbook activities performed by Transportation Security Officers. They do not include Playbook activities performed by BDOs. The Visible Intermodal Prevention and Response Screening (VIPRS) activity described under this section is not contemplated as a routine security measure under this contract; TSA shall address any emergent requirement under section C.2.6 Additional Operational Requirements, and the related CLIN.

See J.6 Airport Specific Information, for the required Layered Security Hours.

As threats evolve, TSA layered security activities may evolve as well. The nature of modifications 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 COR and/or TM 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. If travel is needed to meet the requirements in the Statement of Work (SOW) it shall be conducted in accordance with the Federal Travel Regulation.

Circumstances may dictate unplanned or short notice security activities at the direction of the TM such as additional Playbook activities, or other screening activities at temporarily established locations. The Contractor shall comply with this direction by modifying operational plans in collaboration with the TM without impacting the overall requirements of the contract. The COR and/or TM may temporarily relieve the Contractor of wait time and staffing requirements to accommodate these events if needed.

C.2.5.1 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. Unforeseen Playbook activities may be required in reaction to special events or threats.

C.2.5.2 Visible Intermodal Prevention and Response Screening (VIPR)

VIPR is a program that provides security screening at locations other than the airport 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. Direction to the Contractor regarding VIPR will come from the COR and/or the TM. 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. 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 managing all transportation and logistics costs associated with performing VIPR screening off airport premises.

C.2.6 Additional Operational 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. These tasks 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 to include travel cost if necessary.

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 and may be either awarded as a Firm Fixed Price or Cost effort.

Prior authorization from the Contracting Officer must be obtained via a modification in order to be reimbursed for services in this section. Failure to adhere to this requirement will result actions taken to mitigate the non-compliance.

C.2.7 Continuity of Operations and Private Contractor Screeners

The Contractor shall be responsible for the continuity of operations 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, #A010 and #A010-A) to meet this readiness requirement and to adhere to Section II.5200.218.001, 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 per the clause to conduct an annual exercise.

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 / ODs which will be available after contract award and upon successful, individual completion of suitability determination per Attachment J.1, Suitability Determinations.

Private contract screeners 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, #A007) pertaining to this requirement shall be submitted by the Contractor to the SPP PMO and the COR and/or the TM.

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;
- Procedures for handling claims for lost or damaged personal property as well as claims for personal injury or wrongful death;
- Procedures for reconsideration or appeals;
- An analysis of airport-respective 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.

Standards for claims processing:

(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.5200.209.001 "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.

The Contractor shall provide a Claims Status Report (see F.4, #A019) that includes: airport name, contractor name, claim dates, all approvals, denials, settlements and amounts, and the number of pending claims and amounts 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. SRQ / J. Doe Security / FY14Q4). Upon request of the COR, the Contractor shall provide full details of each claim. The Contractor shall submit the report on a template if one is provided by TSA. Claims information shall be held by the Contractor for a minimum of two years.

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 TM. The Contractor shall make the currency available for delivery to the designated TSA employee upon request. The Contractor shall also document the collection of currency in accordance with SOP. The COR may 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 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.

TSA HAZMAT training will be provided by the TSA; other HAZMAT certification is not required. 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, #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 TM upon request, and on a monthly basis, no later than the fifth day of the following month (unless presented in conjunction with regularly scheduled performance reviews). 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 COR and/or TM, 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 are from the media, or 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 TSA 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

The Contractor 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 transition activities and begin providing security screening services within the time specified for the Transition period performance in Section B (CLINs). All transition activities shall be completed no more than one hundred and twenty (120) calendar days after the start of the Transition period of performance, unless specified otherwise by Section B of the contract.

The Contractor shall develop and implement a Transition Plan (see F.4, #A001) and schedule for the 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 the 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 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 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 Transition Plan (i.e. on-the-job training) is incidental to transitional activities, and does not constitute the "provision of security screening services" under the contract.

C.3.2 Transition

The Transition milestone is reached when the 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 transitional activities shall be completed by the end of the Transition period of performance.

C.3.3 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 CO and/or COR will determine when the Contractor has attained FOC.

C.3.4 Service Migration Plan

The Contractor shall submit a Service Migration Plan (see F.4, #A072). The plan shall provide the process and procedures for a 120-day migration (unless directed otherwise) of contractual 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, contact information such as email addresses and phone numbers, and current pay rates at a minimum), an approach to complete and submit all contract deliverables prior to the end of the period of performance, as well as 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 or the Government. The Plan shall be submitted within 14 days of: 1) request by the COR, 2) notification by the CO/COR of award to another contractor, or 3) notification of the intent to convert the contract (or portions thereof) to federal activity. The Migration Plan approved by the CO or COR shall be implemented at the direction of TSA prior to contract end.

C.3.5 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 not constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

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 program management, workforce management, equipment maintenance and materials management, reporting, responsiveness, customer service, quality control and sub-contractor management. 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. 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, #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 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 TM, and for transferring knowledge to the workforce;
- The Contractor's proposed meeting plan and schedule for monthly and quarterly reviews;
- The Contractor's process for completing the following:
 - Operational Summary Plan and Report;
 - Performance Measurement Information System (PMIS) Reporting (per operational directives);
 - Claims Status Report;
 - Maintenance Reporting;
- The Contractor's plan to administer controlled substance and alcohol abuse testing; and
- The processes or methodologies the Contractor intends to employ to achieve high levels of Customer Service to the traveling public in the provision of screening services.

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 TSA.

The Contractor shall also provide an Operational Summary Plan and Report (See F.4, #A014) monthly by the fifth business day of the month. The summary shall include the following:

- Planned and actual staffing levels (headcount) by labor category by invoice period throughout the period of performance (PoP);
- Planned and actual productive hours by labor category by invoice period throughout the PoP;
- Planned and actual Playbook hours completed by invoice period throughout the PoP;
- Planned checkpoint/baggage area opening and closing times by invoice period throughout the PoP;
- Planned/expected number of lanes open by checkpoint for a typical day by invoice period throughout the PoP;

- Planned and actual attrition by labor category by invoice period throughout the PoP;
- Contractor "Chain of Command" for the PoP through which the TSA should work for changes, emergencies;
- Contractor emergency/afterhours contact plan; and,
- Training plan by invoice period to include the planned/expected numbers and types of training by labor category completed for both TSA and contractor supplied training.

C.4.1.1 Performance Management Review

The Contractor shall participate in a Performance Management Review (PMR), which may also include participation by the COR, TM, other FSD staff, the SPP PMO and the CO. The COR will schedule the PMR, which will generally be held monthly, unless the COR determines that performance or operational issues dictate a more frequent review. In preparation for the PMR, the Contractor shall prepare an initial PMR agenda and report (see F.4, #A012) which shall include, at a minimum, the agenda for the PMR, the performance period covered, point of contact for the report and the most recent metrics relating to the QASP (see Section E Inspection and Acceptance). The COR or CO may require additional elements based on operational or administrative contract issue tracking, or information contained in existing deliverables. The initial report shall be due to the COR no later than two business days prior to the PMR, with a post-PMR final report due three business days after the PMR, which shall include the notes of the meeting and corrections made or vetted by the TSA participants.

C.4.2 Workforce Management

C.4.2.1 Supervision

The Contractor shall provide supervision for all employees and subcontractors to ensure contractual requirements and performance objectives are met. 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 J.10 and TSA procedures. 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.5200.237.001, Non-Personal Services).

The Program Manager or security designee under this SOW shall be available 24 hours a day, each day, to receive and implement orders or special instructions from the COR and or TM, within the scope of the contract and pertaining to security 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 (or post-incident) 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 administration of such as program shall be described in the Program Management Plan (see F.4, #A006). The Contractor shall retain documentation supporting the performance of the above testing for no less than two years after each test, and shall make the documentation available to the Government upon request.

Any 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. 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, #A075-A) in accordance with a template provided on the TSA WebBoard. The report information is considered PII and shall be handled accordingly. Required information shall include:

- Employee names (first, middle, last) and SSN;
- Employee date and place of birth;
- Employee email
- 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.4.5. 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.10 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.10 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 COR or TM to mitigate security vulnerabilities. The Contractor shall coordinate with the TM 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 C.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.3, 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.4, 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 Hire Eligibility (J.4.1, ATSA Employment Standards for Private Contract Screeners);
- Screener Assessment (J.4.2 Procedures for Administering the Computer Based Test (CBT));
- Entry on Duty (EOD) Suitability Determination Initiation (J.1, Suitability Determinations); and
- Initial Screener Training (J.3, Training Plan Template and Requirements).

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.3, 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 Hire Eligibility

The Contractor shall ensure all private contract screeners are qualified and meet the basic requirements for TSA screener positions to include U.S. citizenship, age requirements, and specific education requirements.

The Contractor shall submit a Hiring Plan (see F.4, # A003) to include details of how the Contractor plans to hire and staff screener and non-screener positions at the airport(s) (see C.4.4). The Contractor's process shall comply with Attachment J.2, SPP Hiring Plan Template and with J.1.1, Suitability Determination Requirements 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.4, 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.4. The Contractor shall establish a means to evaluate the required basic aptitude and physical abilities of screener candidates as described in Attachment J.4.

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 Workforce Incident Reporting

The Contractor shall immediately report *all* arrests, including summons and citations to appear before a court for all matters, all arrests related to suspicion of driving under influence / driving while intoxicated, or illegal drug use, theft to include shoplifting and robbery, and fraud to the COR and FSD. The Contractor shall provide a written report within 24 hours of learning of the incident that includes the individual's name, the date of occurrence, the date the Contractor found out, police or court reference numbers/identification, and a narrative describing the facts/details of the incident. Following notification, the Contractor shall comply with COR requests to remove the individual involved from performing work in accordance with the contract. This reporting requirement does not extend to routine traffic citations not requiring court appearance.

The Contractor shall notify the COR and TM within one business day of any allegations of misconduct directed against the Contractor or its employees and subcontractors not included in the requirement above regardless of how notified or with or without TSA present. This includes but is not limited to allegations of theft during the screening process; mistreatment by persons working under this contract; rude, unprofessional, or inappropriate behavior while working under this contract or in a uniform associated with this contract while off duty; and any known or suspected violation rule, regulation, or Standard Operating Procedure (SOP). Upon request from the COR or TM, the Contractor shall provide a written report of the allegation that includes the individual's name, the date of occurrence, the date the contractor found out, and a narrative describing the facts/details of the incident.

The Contractor shall provide the COR and the TM, a written report of any incident identified by the TSA that was not reported in accordance with the requirements above that involves any person working under this contract. The Contractor shall provide a written report within 24 hours of the request that includes the individual's name, the date of occurrence, the date the Contractor found out, any police or court reference numbers/identification, and a narrative describing the facts/details of the incident. Following notification, the Contractor shall comply with COR requests to remove the individual involved from performing work in accordance with the contract.

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 a authorized investigating officials.

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, #A004).

C.4.7 Government Furnished Facilities

The TSA may provide space as Government Furnished Facilities in order to support screening operations and directly related support functions. Details of the facilities TSA intends to provide as government furnished or joint TSA-Contractor use space can be found in section J.6. Space provisions may be altered due to changes in the Government's lease arrangements.

Break Rooms and Training Rooms, if provided, and the passenger checkpoint areas, may be cleaned under the TSA lease with the airport authorities. Regardless of any janitorial arrangements between TSA and the airport, the Contractor shall conduct basic cleaning activities in the checkpoint area on a regular basis, to include trash removal, sweeping / vacuuming, and dusting as needed during the day, in order to protect equipment and maintain a professional appearance during operations.

C.4.8 Maintenance of Equipment

The Government will provide a list of GFE (also known as Government Furnished Property – GFP) after contract award. The Contractor shall submit on an annual basis, or upon COR request, an inventory of equipment provided to by the Government (see F.4, CDRL #A013). The inventory shall include the following: equipment item(s), quantity, serial numbers, and condition of the items. The COR may request additional information relating to the location

and status of the GFE be recorded in the report. Not all equipment used or monitored by the Contractor is considered GFE.

TSA may provide as GFE 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 GFE to prevent abuse and to reduce instances of repair and replacement. TSA may also provide computers and other IT resources for Contractor use in support of operations and training (See J.6). Any GFE assigned to a specific contract employee is also the responsibility of the Contractor, and shall be documented in the Contractor's inventory of equipment.

If any GFE is supplied with an operation manual, the contractor shall follow all maintenance instructions supplied in the manual.

The Contractor shall complete daily and weekly maintenance of the screening equipment provided by the TSA at the airport in accordance with the requirements below and successive updates specified by TSA training:

Preventative Maintenance (PM): 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; the Contractor shall be responsible for Level I 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.

Corrective Maintenance (CM): Unscheduled maintenance activities performed to repair failed SE. These actions usually expend consumable and spare parts. There are three discrete levels of CM; the Contractor shall be responsible for Level I 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 COR or TM in the event that the item is irreparable.

The Contractor shall implement processes and procedures for ensuring compliance of equipment maintenance and shall coordinate with the COR or TM any 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.

In the event of equipment failure or other screening contingencies and surges, the Contractor shall assist in the relocation, set-up, break-down and return of portable screening equipment and screening-related items to support security screening operations.

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 during the transition period of performance. 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.6, Airport Specific Information. 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 TM coordination for identifying potential purchase adjustments based on operations.

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 all private contract screeners are in uniform 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, #A002) and indicate the general material used in the construction of the badge or patch. The badges, patches and any other insignia shall not 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 and adhere to a Uniform Management and Appearance Plan (see F.4, #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. See clause H.5200.204.001 MAJOR BREACH OF SAFETY OR SECURITY.

C.5 CONDUCT SCREENER TRAINING

C.5.1 Screeener Training

TSA provides 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 to the Contractor 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.3, 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. 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 considered 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 new training or training not tied to the basic technical training curriculum. In the event the training is not mandatory, the TSA, through the COR or CO, 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 submit 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 any report and plan templates not found on the TSA SPP WebBoard. All deliverables shall be submitted via electronic methods to the COR (email address provided upon contract award), SPP PMO (SPPPProgramOffice@dhs.gov), and the CO.

Plans submitted to TSA shall focus on steady-state operations, with the exception of the Transition Plan and the Service 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. Deliverables required by SOP / OD shall be submitted according to the procedures therein. The Contractor shall submit deliverables in a format to

support TSA information gathering, management control or oversight activities, if requested by the COR or TM.

The Contractor shall submit deliverables at a level of professionalism that does not require "return for correction" for typographical and grammatical errors. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected by the Contractor.

The following standard shall be used for deliverable review and acceptance:

- The COR, or Government official designated by the CO, will provide written acceptance, comments and/or change requests, if any, within fifteen (15) business days from receipt of the initial deliverable.
- Upon receipt of the Government's comments, the Contractor shall have five (5) business days to incorporate the Government's comments and/or change requests and resubmit the deliverable in its final form.
- If written acceptance, comments and/or change requests are not issued by the Government within 15 business days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product.
- Final Government acceptance will be provided within (5) business days after receipt of the resubmitted revised deliverable, unless insufficient responses to the Government's concerns and change requests are provided by the Contractor. Should the revised deliverable require further review and revision, written notice will be provided by the CO with a proposed timeline for completion.

C.6.3 Address for Deliverables

The Contractor shall use the e-mail addresses listed in sections G.1 (Contracting Officer), G.2 (Contracting Officer's Representative), and G.2 (Technical Monitor) for the submission of deliverables to the COR and CO as necessary.

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 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 may 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, #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 the 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 PerSec notified for classified clearance; and
- COR approval dates 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 notify the COR when the personal clearance(s) has been obtained, this step will begin the PerSec classified clearance notification process.

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 DIIS 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 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.5201.204.003, Handling of Sensitive Security Information (SSI) in TSA contracts and shall submit shall submit a SSI Management Plan (see F.4, #A009). The Contractor shall not remove SSI from the place of performance without permission from the CO.

C.7.3 IT Security Requirements

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 HSAR 3052.204-70, Security Requirements for Unclassified Information Technology Resources, and to Section H.7, 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 HSAR 3052.204-70, the Contractor shall provide, implement, and maintain an IT Security Plan (see F.4, #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 MARKETING

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 February 2006.
(http://www.dss.mil/isp/fac_clear/download_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. The Government prefers to receive all reports electronically in standard MS Office (e.g. Word, Excel, etc.) or compatible file format either via e-mail or on a standard disk (ZIP, CD, DVD, etc.) that is readable on a PC. 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 CLAUSES INCORPORATED

52.246-4 Inspection of Services – Fixed Price. (AUG 1996)

52.246-15 Certificate of Conformance. (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [*insert date*], the _____ [*insert Contractor's name*] furnished the supplies or services called for by Contract No. _____ via _____ [*Carrier*] on _____ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

DATE OF EXECUTION: _____

SIGNATURE: _____

TITLE: _____

52.246-16 Responsibility for Supplies. (APR 1984)

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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 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
- 4) Foster a strong public-private partnership

QUALITY ASSURANCE SURVEILLANCE PLAN

Each QASP performance measure has an acceptable quality level (AQL) and grading criteria. The contractor shall meet or exceed the AQL for each performance measure. Additionally, continued failure to meet the AQL of a component or element of a performance measure may constitute non-compliance. A contractor can be determined to be non-compliant if at any time it fails to meet any requirements outlined in Section C. If a contractor is determined to be non-compliant then the Government reserves the right to carry out the actions outlined in Section H.12. The Government may require a contractor performance mitigation plan to improve performance. This mitigation plan will be provided to the COR and TM two weeks after requested and will outline how the contractor plans on rectifying stated performance failures.

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.

Notwithstanding the audit, review and other monitoring used for QASP, performance on all aspects of the contract may be evaluated by the Government for compliance with the terms and conditions of the contract and DHS/TSA procedures and protocols, and shall be subject to any provisions concerning failure to deliver and corrective action.

E.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.

E.4 QASP PERFORMANCE MEASURES

The following measures and AQLs are pertinent to each airport under the contract except where the measurement is not applicable due to airport category, size or equipment configuration limitations. The Contractor shall seek guidance from the COR and/or TM regarding applicability if needed.

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.

AQL	Airport category average for the preceding 12 month period <i>As the category average varies over time, the SPP office shall provide the AQL at the start of each performance period. 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.

AQL	Contractor completed the required number of IED drills completed (as outlined in the applicable program plan) - and - Pass Rate exceeds the airport category average for the preceding 12 month period <i>For this measure only intermediate level tests will be used.</i> <i>As the airport category average varies over time, the SPP office shall provide the AQL at the start of each performance period. IED drill data is considered Sensitive Security Information and will be</i>
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AQL at the start of each performance period. 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.

Data Source | PASS office

Performance Measure: Missed Selectee Rate

An important element of the security screening process is identifying individuals requiring extra security screening. These individuals are identified by the TDC according to the boarding pass. Identification is pass or fail, and therefore the AQL is not set ahead of a performance period, but rather the contractor shall not exceed the category average for missed selectees for any time period.

AQL | Airport category average same rating period

Grading criteria | Number of selectees missed / Total number of selectees

Data Source | AIM

Performance Measure: Claims Processing

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

AQL | 100%

Grading criteria | Number of claims resolved within 60 days of receipt / number of claims received

Data Source | Claims Status Report

Performance Measure: Negative Customer Contacts per 10,000 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.

AQL | Airport category average for the preceding 12 month period

As the airport category average varies over time, the SPP office shall provide the AQL at the start of each performance period. The AQL will be provided at contract award.

Grading criteria | Number negative customer contacts* / product of total customer

throughput / 10,000

** 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.

Data Source

Contacts – TSA Contact Center

Throughput – PMIS

Performance Measure: Percentage of Passengers Waiting

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 benchmark, 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 capacities which are outside of TSA and contractor control.

The Contractor shall record wait times on a regular basis at times specified by TSA. When wait times are clearly less than 10 minutes the Contractor may estimate the wait time with consent of the COR or Field COR / Technical Monitor. Estimates of wait times greater than 10 minutes are not allowed. Where available the Contractor may use CCTV to time and record wait times. A common method employed by TSA that the Contractor may also use (not a requirement) is recording via time cards: At the start of each hour, three distinctive cards are distributed with text similar to that below and marked with the time it was handed out to three individuals at the end of the longest line at each checkpoint. (Three cards are handed out to increase the likelihood at least one is returned). When an individual with a card reaches the AIT or WTMD a TSO will collect it and record the time received on the card. The difference between the first and second time is the “wait time.” This information is recorded (and added to PMIS if available). Text: *“Hello, we are timing how long it takes passengers to reach security screening from the time they enter the security line. Will you please assist this effort by holding this card marked with the time you given it and handing it to the officer at the imaging machine or metal detector? Your assistance will help us monitor our operation to ensure the best possible security.”*

AQL

Percentage of customers waiting 10 minutes or less: 99 percent

- and -

Percentage of customers waiting 20 minutes or less: 99.5 percent

- and -

Grading criteria	<p>Percentage of customers waiting 30 minutes or less: 100 percent</p> <p>Number customers waiting 10 minutes or less / Total customer throughput</p> <p>Number customers waiting 20 minutes or less / Total customer throughput</p> <p>Number customers waiting 30 minutes or less / Total customer throughput</p> <p><i>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. Passenger wait times are measured by from the time they enter the security screening queue until the time they reach the AIT or WTMD.</i></p>
Data Source	<p>Wait Time – PMIS</p> <p>Throughput – PMIS</p>

Performance Measure: SOP Compliance

The Contractor shall be evaluated on both random and scheduled compliance audits conducted by TSA or reported by the contractor during the period of performance. Compliance audits shall include local procedural guidance in addition to applicable SOPs. The TSA has created a standardized assessment tool and protocol for evaluating compliance with this measure. The contractor will be evaluated and given a score (hereafter referred to as points) of 1 (not compliant) through 4 (fully compliant) on the criteria listed below. Compliance will be evaluated in its entirety by totaling the points earned by the total points possible (total number of times each criterion is evaluated multiplied by four (4)). All criteria below align with TSA SOPs, MDs, and ODs applicable to the contract.

AQL	<p>100% of requirement listed in C.2.2</p> <p><i>The AQL for this measure is set by program policy.</i></p>
Grading criteria	<p>Scoring: Total points earned / total points possible</p> <p>The contractor will be evaluated on compliance in the following areas:</p> <ol style="list-style-type: none"> 1. Officer's personal appearance, i.e. uniform, grooming, posture, and attitude conforms to requirements in contract deliverable schedule #A008. Officer presents a professional image to the public.

2. Officer's movement between tasks is deliberate, focused and at a pace consistent with the workload demand. Officer appears ready to respond quickly to security requirements and gives the appearance to passengers that he/she is alert and engaged. The officer is not distracted by people or non-verbal activities
3. Officer is engaging in appropriate behavior and professional conversations when speaking to others. Officer is not using a personal electronic device, eating, drinking, chewing gum or tobacco.
4. Officer exhibits good communication skills with internal and external entities. Officer's communication presents a positive image to the public. Officer's communication is timely, professional, and accurate.
5. Officer demonstrates excellent customer service skills, to include appropriate interactions with the public. Officer proactively assists the customer and presents a positive image to the public.
6. Officer gives clear advisements regarding LGA, electronics and clothing. The officer's tone, volume and pace are such that the passenger can clearly understand the advisement while not finding it abrasive or demeaning. Officer acknowledges special needs and provides assistance while directing passengers to the next stage of screening as appropriate.
7. Officer operates equipment per SOPs, manufacturer's instructions, and other applicable guidance. Officer reports any equipment that is not operating properly to the appropriate official in a timely manner.
8. Officer completes proper screening procedures using all necessary steps required by the SOP and/or other applicable guidance. The pace of the process is efficient but slow enough to ensure detection of any anomaly.
9. Officer follows appropriate alarm resolution protocols as required by the SOP and/or other applicable guidance. Officer makes any required notifications to the appropriate official in a timely manner.

10. Officer performs all duties in a safe manner, commensurate with applicable safety requirements. Officer practices safety awareness considering passengers, co-workers and self. Officer promptly addresses safety issues in the work environment and reports any safety concerns to the supervisor
11. Officer maintains control and safeguards SSI per applicable SOPs and other guidance. Officer promptly reports any concerns regarding SSI to the appropriate official.

One audit may contain multiple observations of SOPs. The government reserves the right to request corrective action plans (see below) for egregious SOP violations.

Data Source

COR, TM and FSD Staff audit records
PACE Evaluation reports

Performance Measure: Environmental Compliance (Operations)

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. The TSA has created a standardized assessment tool and protocol for evaluating compliance with this measure. The contractor will be evaluated and given a score (hereafter referred to as points) of 1 (not compliant) through 4 (fully compliant) on the criteria listed below. Compliance will be evaluated in its entirety by totaling the points earned by the total points possible (total number of times each criterion is evaluated multiplied by four (4)). All criteria below align with TSA SOPs, MDs, and ODs applicable to the contract.

AQL

80%

The AQL for this measure is set by program policy.

Grading criteria

Scoring: Total points earned / total points possible

The contractor will be evaluated on compliance in the following areas:

1. The contractor completed that Level I and II maintenance and corrective maintenance (as outlined in the SOW) per manufacturer specification in accordance with applicable SOPs
2. The Screening area opening, closing and shift change forms are completed and handled according to applicable directives.
3. The LEO logs have been properly completed, utilized,

- maintained and archived as required per applicable directives.
- 4. All required daily operational testing of equipment is completed and associated logs have been completed as required.
- 5. The contractor has properly followed all required hazardous material handling procedures.
- 6. The WTMD Calibration Forms have been utilized, completed, and stored as required per applicable directives and guidance.
- 7. The Checked Baggage Reporting Worksheet (if applicable) is completed, utilized, and archived per applicable directives.
- 8. All SOPs are present, current, and being utilized per applicable directives.
- 9. All SSI is maintained, controlled and safeguarded in compliance per applicable directives.
- 10. The screening area presents a safe, neat, clean and professional appearance.

One audit may contain multiple observations.

Data Source

COR records

Performance Measure: Operational Execution

Operational execution is a fundamental factor in providing the best possible security in the airport environment. The contractor will be evaluated on how well they execute security screening and other aspects of contract requirements. The TSA has created a standardized assessment tool and protocol for evaluating compliance with this measure. The contractor will be evaluated and given a score (hereafter referred to as points) of 1 (not compliant) through 4 (fully compliant) on the criteria listed below. Compliance will be evaluated in its entirety by totaling the points earned by the total points possible (total number of times each criterion is evaluated multiplied by four (4)). All criteria below align with TSA SOPs, MDs, and ODs applicable to the contract.

AQL

80%

Grading criteria

Scoring: Total points earned / total points possible

The contractor will be evaluated on compliance in the following areas:

- 1. The contractor met or exceeded TSA equipment utilization goal at each screening location as required by the TSA program

office.

2. The security contractor executed all playbook activities as directed by local TSA.
3. The contractor executed all screening procedures within their control without a reportable security incident which was a result of not following current Checkpoint and Baggage Screening SOP's
4. The security locations had the required staffing as stated in Checkpoint and Baggage SOP, OD and or National TSA standards. (This is not a measure of the amount of staffing of a work area, but a measure of manning the required positions as dictated by the Checkpoint and Baggage SOP)
5. The contractor screened baggage in an efficient manner, allowing the carriers adequate opportunity to meet deadlines.
6. The contractor reported all security incidents in a timely and accurate manner?
7. The contractor reported all non-security issues in a timely and accurate manner?
8. The contractor provided an appropriate level of supervision for all employees on duty.
9. Did the contractor follow all SSI rules and policies?
10. Did the contractor handle VAP in accordance with TSA policies?
11. Did the contractor follow TSA procedures for handling hazardous materials?
12. Did the contractor meet the requirements outlined in the SOW not specifically covered in any above QASP element?

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, TM and FSD records – staffing, playbook activities, workforce plan
PMIS – absenteeism, TSA attrition, number of IED drills
Performance and labor report – Contractor attrition

Performance Measure: Administrative Compliance

Compliance with contract requirements is a paramount, and the contractor will be evaluated on how well it meets contract requirements not otherwise measured through the QASP.

AQL

95%

Grading criteria

Contractor performance will shall be evaluated in the following areas:

1. The contractor had a scheduling plan (CDRL #A077) to accommodate scheduling demands, seasonal shifts in workloads, and optimization of the workload
2. The contractor received a favorable enter-on-duty determination prior to beginning any work on the contract?
3. The contract screeners are compensated equally in accordance with the contract and validated through the quarterly compensation and other benefits certification
4. The contractor adequately attempts to minimize workforce injuries.
5. The contractor conducts record management in accordance with TSA management directives.
6. The contractor conducted drug testing: at initial hire, upon reasonable suspicion and randomly.
7. The contractor responded to all of TSA concerns and requests in the manner and timeline directed.
8. The contractor delivered all applicable reports listed in the Contract Data Requirements List (CDRL) section of the contract accurately and on time.
9. All deliverables and requests were accurate upon delivery
10. The contractor communicated the results of contract employee's drug testing to TSA as required.
11. The contractor complied with all contract requirements not addressed elsewhere in the QASP.

Data Source | Program Office, COR and TM records, PMIS

Performance Measure: On Boarding

In order to minimize government costs in determining the suitability of contractor employees and encourage contractor investment in high quality candidates the contractor shall be measured on the percentage of candidates presented to TSA that pass each of four on boarding gates.

AQL	67 percent or more of candidates pass the CBT – and – 80 percent or more candidates pass the credit check – and – 90 percent or more of candidate pass the pre-hire background check – and – 90 percent or more of candidates passing the pre-hire background check EOD on the contract
Grading criteria	Number of candidates who pass CBT / Number of candidates who take CBT (including no shows) Number of candidates who pass the credit check / Number of candidates who are given credit checks Number of Number of candidates who pass the pre-hire background check / Number of candidates who are adjudicated for the pre-hire background check Number of candidates who EOD on the contract / Number of candidates who are adjudicated for the pre-hire background check
Data Source	Program Office records, PERSEC Records, A075-A

[END OF SECTION]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.247-55 F.o.b. Point for Delivery of Government-Furnished Property. (JUN 2003)

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) 12 month option periods from date of award.

Security Screening Services shall contain all ancillary services and deliverables such as reports.

Base Period

CLIN	Period of Performance	End Date of Performance
0001T - Transition - Labor	December 1, 2014	March 31, 2015
0002T - Transition – Other Price Elements	December 1, 2014	March 31, 2015
0001 - Security Screening Services – Labor	April 1, 2015	November 30, 2015
0002 - Security Screening Services – Other Price Elements	April 1, 2015	November 30, 2015
0003 - Additional Operational Requirements	If exercised	November 30, 2015

Option Year 1

CLIN (if exercised)	Period of Performance	End Date of Performance
1001 - Security Screening Services – Labor	If exercised, December 1, 2015	November 30, 2016
1002 - Security Screening Services – Other Price Elements	If exercised, December 1, 2015	November 30, 2016
1003 - Additional Operational Requirements	If exercised	November 30, 2016

Option Year 2

CLIN (if exercised)	Period of Performance	End Date of Performance
2001 - Security Screening Services – Labor	If exercised, December 1, 2016	November 30, 2017
2002 - Security Screening Services – Other Price Elements	If exercised, December 1, 2016	November 30, 2017
2003 - Additional Operational Requirements	If exercised	November 30, 2017

Option Year 3

CLIN (if exercised)	Period of Performance	End Date of Performance
3001 - Security Screening Services – Labor	If exercised, December 1, 2017	November 30, 2018
3002 - Security Screening Services – Other Price Elements	If exercised, December 1, 2017	November 30, 2018
3003 - Additional Operational Requirements	If exercised	November 30, 2018

Option Year 4

CLIN (if exercised)	Period of Performance	End Date of Performance
4001 - Security Screening Services – Labor	If exercised, December 1, 2018	November 30, 2019
4002 - Security Screening Services – Other Price Elements	If exercised, December 1, 2018	November 30, 2019
4003 - Additional Operational Requirements	If exercised	November 30, 2019

F.3 PLACE OF PERFORMANCE

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

Sarasota Bradenton International Airport (SRQ)
6000 Airport Circle
Sarasota, FL 34243

F.4 DELIVERABLES SCHEDULE

The Contractor shall deliver reports and plans according to the schedule below, unless expressly waived by the CO. If a deliverable is due annually, the annual date is at the end of the Government Fiscal Year (FY), unless stated otherwise. If it is due quarterly, the quarterly date is based on a Government FY Quarter. For deliverables due “[xx] days after award,” the effective date of the contract shall apply if different from the contract award date.

See Section C.6.2, Deliverable Management for delivery requirements, including review and acceptance standards. All deliverables shall be submitted via electronic methods to the COR, SPP PMO (SPPProgramOffice@dhs.gov), and the CO.

CDRL Number	Title of Deliverable	Description	Due Date (calendar days unless stated otherwise)
A001	Transition Plan	The Contractor shall develop and implement a Transition Plan and schedule for the 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 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 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 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
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.	5business days after contract award

A003	Hiring Plan	<p>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 airport(s). A template and guidelines for the plan is provided in Attachment J.2, SPP Hiring Plan Template.</p>	<p>10 days after the start of the period following transition; thereafter annually within 30 calendar days of option exercise.</p>
A004	Quality Control Plan	<p>The Contractor shall detail the processes and methodologies that will be employed to comply with quality levels identified in the QASP located in Section E.4. 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) including processes & methodologies that will be employed. 	<p>75 days after contract award; thereafter annually within 30 calendar days of option exercise.</p>
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. See the template provided in section J.3, 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>	<p>10 days after the start of the period following transition; thereafter annually within 30 calendar days of option exercise.</p>
A006	Program Management Plan	<p>The Contractor shall provide a 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 	<p>75 days after contract award; thereafter annually within 30 calendar days of option exercise.</p>

		<p>commitment to the program (whether these will be part-time or full-time positions, during and post transition);</p> <ul style="list-style-type: none"> • 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 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 TM, 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"> ○ Operational Summary Plan and Report; ○ Performance Measurement Information System (PMIS) Reporting (per operational directives); ○ Claims Status Report; 	
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		<ul style="list-style-type: none"> ○ Maintenance Reporting; • The Contractor's plan to administer controlled substance and alcohol abuse testing; and • The processes or methodologies the Contractor intends to employ to achieve high levels of Customer Service to the traveling public in the provision of screening services. 	
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/TM. 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. 	60 days after contract award; then as requested
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; 	60 days after contract award; thereafter annually within 30 calendar days of option exercise.

		<ul style="list-style-type: none"> • 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. 	
A009	SSI Management Plan	<p>The TSA Contractor shall develop and implement a 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.</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 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</p>	45 days after contract award; then as requested

		disclosure of SSI.	
A010	Continuity of Operations (COOP) Plan	The Contractor shall submit a Continuity of Operations (COOP) Plan per the detailed elements in H.5200.218.001.d.1, and include specification for COOP at each airport under this contract.	30 days after the start of the period following transition; thereafter annually within 30 days of option exercise
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.5200.218.001.d.9.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.
A011	Operational And Security Readiness Report	The Contractor shall provide upon request from the COR, reports or documents to assess operational performance, readiness or status, where information is not readily available from SOP or other required reporting.	As required
A012	PMR Agenda & Report	The Contractor shall prepare an initial PMR agenda and report which shall include, at a minimum, the agenda for the PMR, the performance period covered, point of contact for the report and the most recent metrics relating to the QASP (see Section E Inspection and Acceptance). The COR or CO may require additional elements based on operational or administrative contract issue tracking. A post-PMR, final report shall include meeting notes and corrections made or vetted by the TSA participants.	Two business days prior to the PMR for the initial report, with the final report due three days after the PMR
A013	GFE Inventory	The Contractor shall submit on an annual basis, or upon COR request, an inventory of GFE provided by the Government. The inventory shall include the following: equipment item(s), quantity, serial numbers, and condition of the items. The COR may request additional information relating to the location and status of the GFE be recorded in the inventory.	30 days after the start of the period following transition, then annually within 30 days of award option; upon COR request
A014	Operational Summary Plan and Report	The contractor shall provide an Operational Summary Plan and Report monthly. The summary shall include the following:	Within 5 business days after the end of each month

		<ul style="list-style-type: none"> • Planned and actual staffing levels (headcount) by labor category by invoice period throughout the PoP; • Planned and actual productive hours by labor category by invoice period throughout the PoP; • Planned and actual playbook hours completed by invoice period throughout the PoP; • Planned checkpoint/baggage area opening and closing times by invoice period throughout the PoP; • Planned/expected number of lanes open by checkpoint for a typical day by invoice period throughout the PoP; • Planned and actual attrition by labor category by invoice period throughout the PoP; • Contractor "Chain of Command" for the PoP through which the TSA should work for changes, emergencies; • Contractor emergency/afterhours contact plan; and • Training plan by invoice period to include the planned/expected numbers and types of training by labor category completed for both TSA and contractor supplied training. 	
A015	Financial Management Report	The Contractor shall submit a financial management report prior to submission of each invoice using a template provided by TSA. In addition to administrative data, the contractor will provide planned and actual costs by invoice period throughout the period of performance and include detailed explanation for variance between planned and actual costs.	5 business days prior to submission of any invoice, for any service performed under the Additional Airport Requirements CLIN(s) per contract modification.
A019	Claims Status Report	The Contractor shall provide a Claims Status Report that lists each claim received since contract award with a general description of the claim, the dollar amount, the date received, the status as of report submission, the date the claim was fully resolved, and the settlement amount. Upon request of the COR, the contractor shall provide full details of each claim. A	After the start of the period following transition, within 10 business days after end of each Government

		template for this information will be provided following contract award.	quarter										
A020	Remedial Training Report	Single-page form to record relevant remedial training details; template provided upon award.	As required										
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. Certification will include the minimum planned (e.g. company standard) compensation by labor category, the highest actual compensation by labor category, the average actual compensation by labor category, and the lowest actual compensation received by labor category during the quarter.</p> <table border="0"> <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> <p>TSA reserves the right to request a random sample of pay statements of current contract employees, which may coincide with the CDRL A021: Compensation and Other Benefits Certification. The Contracting Officer will determine upon request, the sample amount to be provided for each screening position applicable (TSO, LTSO, STSO and BDO). The contractor shall comply with the request within 5 business days.</p>	Quarter	End date	1	December 31	2	March 31	3	June 30	4	September 30	Within 5 business days after the end of each Government Quarter
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 business days after the Post Award 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										
A027	Maintenance Recording Form	Single-page template* to record relevant maintenance information.	As required										
A030	ETD Calibration Verification Form for GE IONSCAN	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										

	3c		
A032	Daily Maintenance Log for X-Ray	Single-page template* to record relevant maintenance information.	At end of daily security screening operations
A033	As Required Maintenance Form X-Ray	Single-page template* to record relevant maintenance information.	As required
A034	ETD Shift Maintenance Form	Single-page template* to record relevant maintenance information.	As required
A035	Weekly Maintenance Form ETD	Single-page template* to record relevant maintenance information.	Weekly
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
A037	ETD Monthly Alarm Log	Single-page Logbook (TSA Form 400*) to record relevant ETD alarm information per incident.	Individual Case Basis (ICB)
A038	Armed Law Enforcement Verification Log	Single-page Logbook (TSA Form 413A*) to record relevant details of LEO personnel per incident.	As required
A039	U.S. Currency Control Log	Logbook template* to record relevant details of each incident.	Daily
A040	Customer Service Incident Investigation Report	Single-page form* to record relevant details per incident.	As required
A042	Aircraft Operator Hazardous Material Notification Record	Single-page form* to record relevant details per incident.	As required
A043	Hazmat Discovery Record PAX Checkpoint	Electronic form to be filled out per incident using PARIS.	As required
A044	Hazmat Materials Discovery Record	Report to record relevant details per incident.	As required
A048	Opening/Closing the Passenger	Opening task and Closing task Checklists to be completed prior to the opening/closing of the	Daily

	Screening Checkpoint Report	checkpoint. Provided with TSA SOP.*	
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
A051	Screening Checkpoint Security Breach Report	Single-page form* to record relevant details per incident.	As required
A052	Monetary Items Found at Security Screening Checkpoint	Single-page form* to record relevant details per incident.	As required
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 business days of the end of a calendar month
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
A055	Certificate of Final Disposition (VAP)	Single-page form (TSA Form 255*) to record relevant details per incident.	As required
A056	Memorandum for Record (VAP)	Single-page form* to record relevant details regarding the agreed donation of VAP items.	As required
A057	Lost and Unclaimed Daily Inventory Record	Single-page Logbook (TSA Form 252*) to record relevant details of items left at the checkpoint.	Daily
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)
A062	Supervisor Procedures for IED at Baggage Checkpoint	Single-page form* to record relevant details for each incident.	As required
A063	Supervisor Procedures for IED	Single-page form* to record relevant details for each incident.	As required

	at Passenger Checkpoint		
A064	Supervisor Procedures for Fire inside the airport terminal	Single-page form* to record relevant details for each incident.	As required
A065	Supervisor Procedures for Airline Crash	Single-page form* to record relevant details for each incident.	As required
A066	Supervisor Procedures for Biological Incident	Single-page form to record relevant details for each incident.	As required
A067	Supervisor Procedures for Hazardous Material Spill	Single-page form to record relevant details for each incident.	As required
A068	Supervisor Procedures for Person with a Weapon	Single-page form* to record relevant details for each incident.	As required
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
A070	WTMD Certificate	Single-page form to be filled out by individual authorized to perform the certification. Provided with TSA SOPs.*	As required
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
A072	Service Migration Plan	The Contractor shall submit a Service Migration Plan (see F.4, #A072). The plan shall provide the process and procedures for a 90-day migration (unless directed otherwise) of contractual 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, contact information such as	90 days prior to the expiration of the first year of screening services; then 1) within 14 days of request by the COR, or 2) CO notification of award to another contractor or the intent to convert

		email addresses and phone numbers, and current pay rates at a minimum), an approach to complete and submit all contract deliverable prior to the end of the period of performance, as well as 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 within 14 days of: 1) request by the COR, or 2) notification by the CO/COR of award to another contractor or the intent to convert the contract (or portions thereof) to federal activity.	the contract (or portions thereof) to federal activity, or 3) as directed due to the cessation of screening services.
A073	Security Clearance Report	<p>The Contractor shall submit a monthly, airport-specific Security Clearance Report 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:</p> <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 the 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 PerSec notified for classified clearance; and • Date COR approved any clearance position not specifically mentioned in this SOW. 	Monthly, within 5 business days after the end of the month (The report is not required if no clearances are in process, except in the event of the start of a new period of performance, after which the report shall be due within 5 business days.)
A074	Consumables Management Plan	The Contractor shall deliver Consumables Management Plan, with airport-specific elements, 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	60 days after contract award; thereafter annually within 30 calendar days

		<p>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 TM coordination for identifying potential purchase adjustments based on operations. 	of option exercise.
A075	Staffing Plan	<p>The Contractor shall submit an airport-specific Staffing Plan to describe their approach to staffing, and in accordance with Attachment J.10 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.10 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>	75 days after contract award; thereafter annually within 30 calendar days of option exercise.
A075-A	Monthly Airport Contractor Employee Report	<p>The Contractor shall submit an airport-specific 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; • Employee email • 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). • Description of role if non-screener position <p>A TSA template will be available on the TSA SPP Web Board. Completed reports will be reviewed by</p>	Within 10 business days following the end of each month.

		the COR and forwarded to the SPP PMO.	
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 business days after contract award; within 5 business days after revision requests
A077	Scheduling Plan	<p>The Contractor shall submit an airport-specific 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 C.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. 	75 days after contract award; thereafter annually within 30 calendar days of option exercise.
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. A log shall be maintained for each airport under the contract. Entries shall be submitted within 48 hours of the customer service incident or receipt of</p>	Upon initiation of screening services and presented upon request, and no later than the fifth day of each

		<p>concerns. The Contractor shall provide the Log to the COR and TM upon request, and on a monthly basis, no later than the fifth day of the following month (unless presented in conjunction with regularly scheduled performance reviews). 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. 	<p>month (unless presented in conjunction with regularly scheduled performance reviews).</p>
A079	List of Other Price Elements	<p>The Contractor shall provide a complete listing of all non-labor elements associated with work performed. This list must include items, a short description of use, and quantities used.</p>	<p>Annually within 30 days of option exercise.</p>

Note 1: Item numbers A016, A017, A018, A022, A023, A026, A028, A029, A031, A041, A045-A047, A050, A058, A060, and A061 are not used in this contract.

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.

*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.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.5200.242.001 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL MONITORS (AUG 2013)

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: Rex Carlson

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

EMAIL: (b)(6)

TSA TECHNICAL MONITOR

NAME: Jean Barnes

PHONE NUMBER: 941-556-(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 a 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.

6. The responsibilities and limitations of the FSD are as follows:

- The FSD directs the activities of all TSA employees within his/her area of responsibility. Examples include law enforcement officers, transportation security inspectors, and other support and managerial staff required to execute TSA responsibilities.
- The FSD interacts regularly with Federal, state, and local officials regarding airport operations and security policies, procedures, and practices at the airport. Deals

with local members of Congress and their staff, the mayor and other top city officials as well as top state officials.

- The FSD reviews the development and deployment processes required for implementation of security technology options.
- The FSD serves as the principal advisor to the Assistant Administrator for the Office of Security Operations for all areas under his/her jurisdiction.
- The FSD provides leadership to and sets direction for subordinate components, including spoke airports, as necessary, and assures the consistency and coordination of policies and programs needed to accomplish TSA's mission.
- The FSD is not authorized to direct the Contractor on how to perform the work unless an urgent and compelling operational need exists based on a known or emerging threat.
- The FSD 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 FSD will maintain communications with the Contractor, and the COR.
- The FSD will alert the COR to any possible Contractor deficiencies or questionable practices so that corrections can be made before the problems become significant.
- The FSD 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 FSD is not authorized to discuss new proposed efforts or encourage the Contractor to perform additional efforts on an existing contract or order.

G.4202.242.002 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

(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. All invoices must clearly correlate invoiced amounts to the corresponding contract line item number and funding citation. The Contractor shall work with the Government to mutually refine the format, content and method of delivery for all invoice submissions during the performance of the Contract.
- (f) Supplemental Invoice Documentation: Contractors shall submit all supplemental invoice documentation (e.g. copies of subcontractor invoices, travel vouchers, etc.) necessary to approve an invoice along with the original invoice. The Contractor invoice must contain the information stated in the Prompt Payment Clause in order to be received and processed by FinCen. Supplemental invoice documentation required for review and approval of invoices may, at the written direction of the Contracting Officer, be submitted directly to either the Contracting Officer, or the Contracting Officer's 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 This area is for the CO to document how often the contractor is allowed to submit invoices. An example is "Invoices shall be submitted on a monthly basis in accordance with the schedule."

[END OF SECTION]

G.5200.243.001 CONTRACTING OFFICER (CO)

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

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

TSA Contracting Officer:

NAME: Marlene Kratz
PHONE NUMBER: (571) 227-(b)(6)
EMAIL: (b)(6)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 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 Special Security Officer;
 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.

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 a 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 49 U.S.C. § 44920, as amended by 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.

H.3 GOVERNMENT ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS

- a. It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of TSA issued keys, ID cards and/or vehicle decals is subject to penalties under 18, U.S.C. §499, 506, and 701.
- b. In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the full replacement cost of key(s), lock(s), ID card(s) and or vehicle decal(s). Additionally, if the items are not returned to the Government within 30 days of the withholding action any amount withheld will be forfeited by the contractor.
- c. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulation.
- d. The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.
- e. Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COR, and local security division/staff. (Contact the CO or COR for security contact information.) Electronic keying cards are handled in the same manner as metal keys.
- f. Each contract employee, during all times of on-site performance at the location identified in the order and at all Government facilities shall prominently display

his/her current and valid identification card on the front portion of his/her body between the neck and waist.

- 1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under clause "Security Requirements" and shall be authorized to begin work by the Servicing Security Element (SSE) located at:

TSA Headquarters, East Building, 8th floor, 601 South 12th Street, Arlington, Virginia 22202-4220.

- 2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (may be requested from CO or COR) signed by the contractor employee and authorized by the CO or the COR. The application shall be submitted at the same time the personnel security investigation paperwork is submitted. This paperwork shall be submitted to the appropriate TSA contact which will be provided following contract award. (See CO or COR for appropriate contact.)
- 3) The Contractor's project manager shall receive and sign for each ID card issued.
- 4) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The Manifest-ID Badge and/or Credential Return List shall be used to return ID's for employees who are deceased, terminated/resigned, transferred, damaged ID's, name changes, etc., and shall be completed by the contractor and copies distributed after completion to the COR and CO and to the CPO's office. Along with the manifest, the ID's must be enclosed and sent via FedEx to: Credentialing/Badging Section-CPO, 601 South 12th Street, 8th Floor, Arlington, VA 22202. Contact phone: 571-227-1473.
- 5) The CPO Lost Asset ID Report shall be used to report the loss or theft of an ID card. The report shall be faxed to the CPO office at: 703-603-0401 no later than 24 hours after the incident, with a copy to the COR and CO. On the request, there is a box to indicate whether or not a replacement is requested; therefore, for lost and/or stolen ID's, a separate request for an ID is not required. The loss and/or theft must also be reported to the TSOC.

H.4 RESERVED

H.5 TECHNICAL DIRECTION

- a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR) or the Technical Monitor (TM), 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 or TM do 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.

H.6 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 TSA D Band schedule; LTSOs are compensated in accordance with the F Band schedule; STSOs 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/policy-data-oversight/pay-leave/salaries-wages/>

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 table below shows the ATSA comparison wage rates applicable for calendar year 2014 for the following airport(s).

Airport: SRQ

	TSO	LTSO	STSO
Minimum Annual Pay	\$25,773.00	\$33,963.00	\$39,752.00
Locality Pay	14.16%	14.16%	14.16%
TSA Fringe	55.55%	54.26%	52.40%
Annual Compensation	\$45,766.63	\$59,809.94	\$69,160.47
ATSA Comparison Rate	\$22.00	\$28.75	\$33.25

The above noted rates are the minimum ATSA Comparison Rate for the life of the contract until otherwise modified.

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 are listed below for informational purposes.

- 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, Unemployment, etc.)
- Other Paid Time Off (Holidays, Leave, Vacation)

Changes to ATSA Minimum Compensation Rates

TSA anticipates updating the minimum compensation rates required by ATSA over time as TSA screener compensation rates, TSA fringe rates, and/or OPM locality pay rates change. Changes to screener base pay and OPM locality rates are effective January 1 of each year. By January 31 of each year, the SPP program office will review current TSA screener base pay, fringe rates, and OPM locality pay rates. Changes to any of these will necessitate a change to the minimum ATSA-compliant compensation rates for private screeners. The contractor will be notified of any such change in writing no later than the end of February, and shall provide compensation in compliance with the revised minimum rates beginning with the next pay cycle.

Changes to either the compensation rates, TSA fringe rates, and/or OPM locality pay rates may warrant a change in the labor rate for ATSA covered employees. The following applies:

- a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- b) The minimum compensation rate, issued under ATSA, shall apply to this contract.
- c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - i. The ATSA minimum compensation rate changes from the previous year. For example, the prior year minimum compensation rate required a minimum compensation rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new minimum compensation rate increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - ii. An increased or decreased minimum compensation rate otherwise applied to the contract.
- d) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in compensation rates, TSA fringe rates, and/or OPM locality pay rates but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- e) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

- f) No other changes to the labor rates will be allowed when revising the ATSA compensation rates

H.7 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:

- all data that is generated by the contractor on behalf of the TSA,
- TSA data transmitted by the contractor, and
- 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 (DIIS) 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.

H.8 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.

- d) **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.

H.9 IDEA FACTORY

- a) To further TSA's desire to leverage private sector innovation (see Section C.1 – Introduction), the Contractor may use the TSA IdeaFactory to submit and share ideas and solutions that may result in the creation of programs or initiatives, or changes to security screening procedures. Contractor submissions to the IdeaFactory shall only be made by Key Personnel. Use by SPP Contractors is an exception to the IdeaFactory Terms of Use. The Contractor shall adhere to the remaining IdeaFactory Terms of Use and uphold the professional standards required of federal employees that are expressed therein. Additionally, submissions to IdeaFactory shall not contain ideas or opinions on, or responses to comments regarding, the use of private contract screeners by TSA (to include references to SPP, opt-out, etc.). Ideas should contribute to the enhancement of the TSA screening operation at a national, regional or an airport category level. The Contractor is encouraged to notify the COR of submissions to the IdeaFactory.
- b) Key Personnel are hereby afforded the ability to use, and have access to, the IdeaFactory site. Access and use are restricted to Key Personnel only, and is authorized by incorporation of FAR clauses 52.227-1, 52.227-2, 52.227-11 and 52.227-14 into Section I.
 - (1) Specific to the incorporation of 52.227-11, this clause is primarily applicable to contracts involving research or development work. The clause will be applied to the "developmental ideas" submitted to the TSA through this portal. The ownership of those developmental ideas shall remain with the contractor and the Government shall obtain license rights to those ideas (subject inventions) should the SPP contractor determine that any of the submitted ideas encompass a proprietary Intellectual Property Right. The following clauses are incorporated into Section I and K of this contract.

H.10 CONTRACTOR NON-COMPLIANCE WITH CONTRACT

- a. Contractor non-compliance with any requirement, term or condition contained in this contract may result in the TSA:
 - (1) Terminating this contract, in whole or part, for convenience or default;
 - (2) Withholding payments;
 - (3) Initiating suspension or debarment action against the Contractor; and
 - (4) Initiating other action, as appropriate.
- b. In addition to paragraph (a), Contractor non-compliance with any statutory requirement included in this contract, may result in the Contractor and, its employees and subcontractors being fined and/or imprisoned, or incurring other sanctions.

H.5200.203.001 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 those employees which the Contracting Officer deems contrary to the public interest or inconsistent with the best interest of national security.

H.5200.203.002 STANDARDS OF CONDUCT AND RESTRICTIONS

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

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

H.5200.204.001 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.

H.5200.205.001 PUBLICITY AND DISSEMINATION OF CONTRACT INFORMATION

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

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

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

H.5200.205.002 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.

H.5200.209.001 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.

H.5200.209.002 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.

H.5200.209.003 EMPLOYEE TERMINATION

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

H.5200.218.001 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 DIIS 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.

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:

- 1. Minimize loss of life, injury, and property damage.
- 2. Mitigate the duration, severity, or pervasiveness of disruptions that do occur.
- 3. Achieve the timely and orderly resumption of essential functions and the return to normal operations.
- 4. Protect essential facilities, equipment, records, and assets.
- 5. Be executable with or without warning.
- 6. 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.

7. 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.
8. 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.
9. 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 CCGI:

- 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 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.

H.5200.222.001 "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 are 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. 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.

- i. 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 work is currently performed by:

SRQ TSA FSD Staff
4200 George J. Bean Parkway, Suite #2544
Tampa, Florida 33607

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.

- ii. Exceptions to Job Offer requirements.

1. 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.)
2. 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.
3. 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.

- iii. 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:

TSA Contracting Officer:

NAME: Marlene Kratz
PHONE NUMBER: (571) 227-(b)(6)
EMAIL: (b)(6)

TSA COR:

NAME: Rex Carlson
PHONE NUMBER: 571-227-(b)(6)
EMAIL: (b)(6)

- iv. 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.
- b. Contractor Notification Service Employees.
- i. 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.

H.5200.223.001 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.

H.5200.224.001 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.

H.5200.224.002 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.

H.5200.228.001 INSURANCE FOR CONTRACTOR PERFORMANCE AT THE AIRPORT

The Contractor must have approved insurance on file with Sarasota Bradenton International Airport (SRQ). The Contractor is required to procure at its own expense,

and keep in effect at all times during the term of the resultant contract, the types and amounts of insurance specified. Typically, companies whose work is performed within buildings and terminals are required to have a minimum of liability insurance. Air Carrier Operating Permits and Leases will have additional insurance coverage requirements. The actual types and amounts of insurance required will be set on an individual basis by the SRQ airport authority based upon the company's scope of work and airport access required. For further information regarding Insurance Requirements, please contact the Contracting Officer's Representative.

H. 5200.233-001 AVAILABILITY OF INTERNAL APPEAL PROCESS PER FAR 33.103

In the event of receipt of the Contracting Officer's final decision of an agency-level protest in accordance with Federal Acquisition Regulation 33.103, the offeror is hereby advised that an appeal process is available from within the agency. The Head of the Contracting Activity of the Transportation Security Administration is the independent appeal authority. All appeals must be submitted in writing and signed by a company official who is authorized to commit the company and contain the same elements required in FAR 33.103(d) as well as an explanation of the Contracting Officer's decision (and copy of such decision). Appeals must be sent to Transportation Security Administration, ATTN: APPEAL OF AGENCY PROTEST, Office of Acquisition, 601 S. 12th Street, Arlington, VA 20598-6025.

H.5200.236.001 PERMIT REQUIREMENTS FOR CONTRACTOR WORK AT AIRPORTS

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 Contracting Officer's Representative.

H.5200.237.001 NON-PERSONAL SERVICES

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

The Contractor shall not perform any inherently governmental actions as defined by FAR 7.500. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change any contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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

H.5200.237.002 OBSERVANCE OF LEGAL HOLIDAYS, OTHER ABSENCES, AND NECESSARY CONTRACT PERFORMANCE OFFSITE

The Government observes the following holidays:

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

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

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

When the Government grants excused absence to its employees in a specific location, assigned Contractor personnel at that same location may also be dismissed. The

Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative. Observance of such holidays by Government personnel shall not be a reason for the Contractor to request an extension of the period of performance, or entitlement of compensation except as set forth within the contract.

In the event the Contractor's personnel work during the holiday or other excused absences, they may be compensated by the Contractor, however, no form of holiday or other premium compensation will be considered either as a direct or indirect cost, other than their normal compensation for the time worked. For cost reimbursable and time and material (T&M) contracts, the government will only consider as direct and/or indirect costs those efforts actually performed during the holiday or excused absences in the event contractor personnel are not dismissed. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract. Otherwise, the management responsibility for contractor functions approved by the Contracting Officer for offsite work, in the event of inaccessibility of federal workplaces are the sole responsibility of the contractor. The contractor may propose telework or other solutions when critical work is required, however, the Contractor is solely responsible for any cost differential in performance, all liabilities that may be due to performance at an alternate location and all resources necessary to complete such performance.

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

H.5200.237.003 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 Christina Stoddard (b)(6)

H.5200.237.004 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.

II.5200.237.005 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the Contracting Officer's Technical 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.

II.5200.237.006 SUBSTITUTION OF KEY PERSONNEL

The Contractor shall notify the Contracting Officer (CO) and the Contracting Officer's Technical 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.

H.5200.241.001 ELECTRONIC AND INFORMATION TECHNOLOGY TO ACCOMMODATE USERS WITH DISABILITIES (SECTION 508 OF THE REHABILITATION ACT)

Section 508 of the Rehabilitation Act prohibits federal agencies from procuring, developing, maintaining, or using electronic and information technology (EIT) that is

inaccessible to people with disabilities. The applicable standards in Section 508 of the Rehabilitation Act, as amended, shall apply to this contract and any items, or services covered by or provided in connection with this requirement. The Contractor shall provide items and services that comply with Section 508 requirements and the Electronic and Information Accessibility Standards at 36 CFR Part 1194.

H.5200.244.001 INTERRELATIONSHIP OF ASSOCIATE CONTRACTORS

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

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

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

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

H.5200.245.001 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.

H.5201.204.001 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.

H.5201.204.003 HANDLING OF SENSITIVE SECURITY INFORMATION IN TSA CONTRACTS (AUG 2012)

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. TSA, however, primarily uses the criterion of "detrimental to the security of transportation" when determining whether information is SSI.

The governing document that defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (<http://ecfr.gpoaccess.gov/>) persons authorized to access specific SSI include those contracted to DHS or TSA with a need to know specific information in the course of fulfilling their transportation security obligations. TSA may deliver SSI materials to the Contractor. Also, materials created by the Contractor may require SSI designation and protection, and the Contractor has the responsibility to identify such materials to TSA as possible SSI.

For purposes of this provision, the term "Contractor" shall include an individual or other legal entity who performs work for or on behalf of any agency under a contract. Such contracts include, but are not limited to, contracts between any non-Federal entity and any agency and subcontracts, joint venture agreements, and teaming agreements between any non-Federal entity and another non-Federal entity to perform work related to the primary contract with the agency.

While SSI is not classified national security information subject to the handling requirements governing classified information, it is subject to certain legal disclosure limitations. To ensure regulatory compliance, the Contractor shall be subject to the following provisions:

(a) Handling and Safeguarding. The TSA Contractor shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as

the DHS and TSA policies and procedures for handling and safeguarding SSI. These safeguarding procedures include SSI recognition, identification and marking of materials that possibly contain SSI, including Contractor-created materials, as well as following restrictions on disclosure, storage, handling, sharing, dissemination and destruction of SSI. The prime contractor shall place this provision in all subcontracts, joint venture agreements, and teaming agreements related to the performance of this contract.

(b) Request for Access to SSI materials. The Contractor must contact SSI@dhs.gov for guidance before using SSI materials for any other purpose besides activities falling within the scope of the contract. Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Prime Contractor must contact SSI@dhs.gov for guidance on handling requests to access to SSI by other persons, including requests from experts, consultants, and legal counsel hired by the Contractor. TSA must first make a determination as to whether the requester is a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11.

(c) Non-Disclosure Agreements (NDAs). NDAs are required to be signed by all Contractor personnel when access SSI is necessary for performance of the contract. By signing the NDA, 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 (DHS Form 11000-6) as necessary to the Contractor when circumstances warrant.

(d) Training and Certification. All Contractor personnel who have access to SSI must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the contract. Contractor personnel must also review and adhere to the SSI Quick Reference Guide for DHS Employees and Contractors. The Contractor shall certify to the Contracting Officer annually that the requisite personnel have completed the mandated SSI training, that all SSI policies and procedures have been followed, and that those individuals with access adequately understand their responsibilities to protect the information.

(e) Processing SSI. Contractors shall use TSA-owned equipment or their respective Contractor-owned equipment for processing (scanning, printing and/or copying) SSI. Use of other third party equipment shall require prior written approval of the Prime Contractor and Contracting Officer's Representative (COR).

(f) Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Contractor agrees that in the event of any actual or suspected breach of SSI (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 and the COR. The Contractor is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government parties.

In the event that an SSI 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.

For unauthorized disclosure of SSI, the Contractor and Contractor's employees may also be subject to civil penalties and other consequences as set forth in 49 CFR Part 1520.17.

H.5201.209.001 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

52.202-1 Definitions. (NOV 2013)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (MAY 2014)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

52.203-14 Display of Hotline Poster(s). (DEC 2007)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (APR 2014)

52.204-2 Security Requirements (AUG 1996)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

52.204-13 System for Award Management Maintenance (JUL 2013)

52.204-14 Service Contract Reporting Requirements (JAN 2014)

52.207-3 Right of First Refusal of Employment. (MAY 2006)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

52.210-1 Market Research. (APR 2011)

52.215-2 Audit and Records—Negotiation. (OCT 2010)

52.215-8 Order of Precedence—Uniform Contract Format. (OCT 1997)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications. (AUG 2011)

52.215-14 Integrity of Unit Prices (OCT 2010)

52.215-19 Notification of Ownership Changes (Oct 1997)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than certified Cost or Pricing Data – Modifications. (OCT 2010)

52.219-3 Notice of HubZone Set-Aside or Sole Source Award (NOV 2011)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

52.219-8 Utilization of Small Business Concerns. (OCT 2014)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set Aside. (NOV 2011)

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns. (JUL 2013)

52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program. (JUL 2013)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

52.222-19 Child Labor—Cooperation with Authorities and Remedies. (JAN 2014)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (JUL 2014)

52.222-36 Affirmative Action for Workers With Disabilities. (JUL 2014)

52.222-37 Employment Reports on Veterans.
52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

52.222-41 Service Contract Labor Standards. (MAY 2014)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (MAY 2014)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (AUG 2013)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-1 Buy American Act—Supplies (MAY 2014)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.227-1 Authorization and Consent. (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

52.227-11 Patent Rights--Ownership by the Contractor. (MAY 2014)

52.227-14 Rights in Data--General. (MAY 2014)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-9 Limitation on Withholding of Payments. (APR 1984)

52.232-11 Extras. (APR 1984)

52.232-17 Interest. (MAY 2014)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-25 Prompt payment. (JUL 2013)

52.232-33 Payment by Electronic Funds Transfer – System for Award Management. (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-1 Disputes. (MAY 2014)

52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-3 Continuity of Services. (JAN 1991)

52.239-1 Privacy or Security Safeguards. (AUG 1996)

52.242-13 Bankruptcy. (JULY 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.244-2 Subcontracts. (OCT 2010)

52.244-6 Subcontracts for Commercial Items. (OCT 2014)

52.245-1 Government Property. (APR 2012)

52.245-9 Use and Charges. (APR 2012)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.251-1 Government Supply Sources. (APR 2012)

52.253-1 Computer Generated Forms. (JAN 1991)

I.2 FAR CLAUSES INCORPORATED IN FULL TEXT

52.217-8 Option to Extend Services (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 within thirty (30) days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (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 five (5) years, except if the following clauses are exercised:

- If FAR 52.237-3 Continuity of Services (Jan 1991) is exercised, contract shall not exceed five (5) years and three (3) months.
- If FAR 52.217-8 Option to Extend Services (Nov 1999) is exercised, contract shall not exceed five (5) years and six (6) months.
- If both FAR 52.217-8 Option to Extend Services (Nov 1999) and FAR 52.237-3 Continuity of Services (Jan 1991) are exercised, contract shall not exceed five

(5) years and nine (9) months.

(End of clause)

52.219-1 Small Business Program Representations.

As prescribed in 19.309(a)(1), insert the following provision:

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is— _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The*

offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the

Act.

(End of provision)

52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

52.222-99 Establishing a Minimum Wage For Contractors (DHS FAR Class Deviation 14-O3) (JUL 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09,

Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

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>

(End of clause)

I.3 HSAR CLAUSES INCORPORATED IN FULL TEXT

3052.204-70 Security requirements for unclassified information technology resources. (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 DIIS for approval by the DIIS 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)

3052.204-71 Contractor Employee Access. (JUN 2006)

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

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a

person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

3052.215-70 Key personnel or facilities. (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 in at time of award):

Name	Position*
(b)(6)	Program Manager
(b)(6)	Deputy Program Manager-Operations (DPM-OPS)
(b)(6)	Deputy Program Manager-Training (DPM-T)

*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)

3052.222-70 Strikes or picketing affecting timely completion of the contract work. (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)

3052.236-70 Special precautions for work at operating airports. (DEC 2003)

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with flight operations. Such operations will take precedence over construction convenience. Any operations of the Contractor which would otherwise interfere with or endanger the operations of aircraft shall be performed only at times and in the manner directed by the Contracting Officer. The Government will make every effort to reduce the disruption of the Contractor's operation.

(b) Unless otherwise specified by local regulations, all areas in which construction operations are underway shall be marked by yellow flags during daylight hours and by red lights at other times. The red lights along the edge of the construction areas within the existing aprons shall be the electric type of not less than 100 watts intensity placed and supported as required. All other construction markings on roads and adjacent

parking lots may be either electric or battery type lights. These lights and flags shall be placed so as to outline the construction areas and the distance between any two flags or lights shall not be greater than 25 feet. The Contractor shall provide adequate watch to maintain the lights in working condition at all times other than daylight hours. The hour of beginning and the hour of ending of daylight will be determined by the Contracting Officer.

(c) All equipment and material in the construction areas or when moved outside the construction area shall be marked with airport safety flags during the day and when directed by the Contracting Officer, with red obstruction lights at nights. All equipment operating on the apron, taxiway, runway, and intermediate areas after darkness hours shall have clearance lights in conformance with instructions from the Contracting Officer. No construction equipment shall operate within 50 feet of aircraft undergoing fuel operations. Open flames are not allowed on the ramp except at times authorized by the Contracting Officer.

(d) Trucks and other motorized equipment entering the airport or construction area shall do so only over routes determined by the Contracting Officer. Use of runways, aprons, taxiways, or parking areas as truck or equipment routes will not be permitted unless specifically authorized for such use. Flag personnel shall be furnished by the Contractor at points on apron and taxiway for safe guidance of its equipment over these areas to assure right of way to aircraft. Areas and routes used during the contract must be returned to their original condition by the Contractor. Airport management shall establish the maximum speed allowed at the airport. Vehicles shall be operated so as to be under safe control at all times, weather and traffic conditions considered. Vehicles must be equipped with head and taillights during the hours of darkness.

(End of clause)

3052.242-71 Dissemination of contract information. (DEC 2003)

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. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

3052.242-72 Contracting officer's technical representative. (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days

after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

3052.245-70 Government property reports. (JUN 2006)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

(End of clause)

[END OF SECTION]

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section	Title	Date	Version
J.1	Suitability Determinations	11/2013	1
J.2	SPP Hiring Plan Template	11/2013	1
J.3	Training Plan Template and Requirements	11/2013	1
J.4	TSA Assessment Requirements for Screeners	11/2013	1
J.5	Safety Act Block Designation Notice	11/2013	1
J.6	Airport Specific Information	11/2013	1
J.7	Forms and Templates	11/2013	1
J.8	Acronyms and Definitions	11/2013	1
J.9	Pricing Templates	11/2013	1
J.10	Staffing Plan Template	11/2013	1
J.11	Contractor Improvement Report	11/2013	1
J.12	TSA Assumptions for Staffing Screening Checkpoints	11/2013	1
J.13	Wage Determination - WD 05-2125	08/05/2014	18

* GFP to be added after contract award.

[END OF SECTION]

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 FOD 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.4.2), 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 (CDRL #A003)

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 – TRAINING PLAN TEMPLATE AND REQUIREMENTS (CDRL #A005)

J.3.1 Training Requirements

Initial Training

The Contractor’s passenger and baggage screeners that successfully complete the suitability process must also successfully complete classroom training, online training, OJT, and testing leading to certification. It is the Contractor’s responsibility to keep track of the hours accumulated by the private contract screener; all training records shall be available for review by the COR upon request. No private contract screener shall be deployed at the airport prior to successfully completing the initial screener training and testing required by TSA.

Below are tables for the New Hire training requirements and On-Screen Alarm Resolution Protocol (OSARP) training requirements. The training manager will provide up-to-date information at contract award.

New Hire Training Requirements

New Hire Training Program for Transportation Security Officers		
Function	Hours	Evaluation Components
Checkpoint TSO		
Phase I Web-based Training	8	Job Knowledge Checks
Phase II Instructor-led Training	48	Job Knowledge Tests / Practical Demonstrations / Image Interpretation Tests
Phase III On-the-Job Training	75	Image Mastery Test Certified Checkpoint TSO
Total	131	
Checked Baggage EDS/OSARP TSO		
Phase I Instructor-led Training	60	Job Knowledge Tests and Practical Demonstrations
Phase II On-the-Job Training	83	Practical Demonstration Test Operator Qualification Test
Total	143	Certified Checked Baggage/EDS/OSARP TSO

New Hire Training Program for Transportation Security Officers		
Function	Hours	Evaluation Components
Dual Function TSO (without EDS/OSARP)		
Phase I Web-based Training	8	Job Knowledge Checks
Phase II Instructor-led Training	64	Job Knowledge Tests / Practical Demonstrations / Image Interpretation Tests
Phase III On-the-Job Training	110	Image Mastery Test Practical Demonstration Test
Total	182	Certified Dual Function TSO
Dual Function TSO (with EDS/OSARP)		
Phase I Web-based Training	8	Job Knowledge Checks
Phase II Instructor-led Training	86	Job Knowledge Tests / Job Knowledge Practical Demonstrations / Image Interpretation Tests / Operator Qualification Test
Phase III On-the-Job Training	128	Practical Demonstration Test / Image Mastery Test
Total	222	Certified Dual Function TSO

AIT / ATR Training Requirements

Advanced Imaging Technology (AIT) and Automatic Target Recognition (ATR) training is provided by the Government on or near airport grounds. The training consists of approximately 8 hours of classroom and hands on instruction per screener. An additional two hours of individual certification and remedial training shall be conducted if remediation and retesting are required.

TDC Training Requirements

Certified private contract screeners in the roles of Dual-Function Screener and Passenger-only Screener are required to take prescribed Travel Document Checker (TDC) instruction and training recertification per TSA guidelines.

Recurrent 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 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. The Contractor should refer to the National Training Plan (NTP) provided via OLC after award for the latest Recurrent Training Courses. Additional training may be prescribed, generally due to airport screening equipment type (existing or anticipated) or unique configuration.

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

Remedial Training

The Contractor shall provide remedial training for private contract screeners who fail a covert test conducted by TSA's Office of Inspections, Special Operations Division. TSA requires security screening personnel, who fail a covert test receive the required remedial training per the SOP to ensure compliance and demonstration of remediation.

The Contractor shall also provide remedial training for private contract screeners who fail an Aviation Screening Assessment Program (ASAP) assessment for simulated threat items conducted by TSA staff. Private contract screener who fail an ASAP test must follow the SOP to ensure compliance and demonstration of remediation.

The Contractor shall provide remedial training for private contract screener personnel observed by a TSA Staff member to be noncompliant with a procedure or procedures defined within the TSA SOPs. The curriculum for the remedial training, based on the degree of infraction, will be determined based on agreement between the Contractor and TSA Staff as applicable.

For failed covert tests, ASAP tests, and noncompliant security screener procedures, the Contractor shall provide the remedial training within guidelines prescribed by the SOP from the time the private contract screener failed the test. TSA will provide the Contractor with remedial training materials. The screener may not perform any function where they failed until successful completion of remedial training.

J.3.2 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>	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>	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
Standard Operating Procedures Assessment <i>TSOs, LTSOs, STSOs, and STIs</i>	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>	Every Fiscal Year	<ul style="list-style-type: none"> • 1 assessment • Failure to qualify requires up to two additional re-assessments

Test types and positions required to undergo assessment are subject to change.

J.3.2.1 Summary of Re-Certification Responsibilities

The 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.3.2.2 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. TM/COR will provide additional TPR guidance.

J.3.3 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). In general, as used by the TSA, the STI is primarily a training specialist that maintains screening proficiency in order to instruct, and the ATI is primarily a screener that performs collateral training program duties as needed. Each designation has specific requirements outlined below. Contractor STIs and ATIs shall also meet any recurrent training, evaluation and recertification requirements established by TSA in order to remain qualified.

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

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

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 to independently teach the course for which he/she has been

trained.

J.3.4 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.
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 Other General Training	<p>TSA will not provide general training (i.e., leadership or other training intended to support career development) or assume responsibility for the 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>

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.3.3 SPP Security Training Instructor for requirements for private contract training instructors.

J.3.5 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.4 – 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. 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. The Contractor shall comply with any audit conducted by TSA to ensure these employment requirements have been met.

Existing certified screeners (whether federal or contract employees) that transition to a new screening contractor are not required by TSA to repeat the assessment procedures for new screener applicants when there is no break in employment. The Contractor shall make a determination as to whether the employee requires further assessment to meet screener employment requirements. The need to repeat administrative security requirements are decided upon by TSA on a case by case basis, according to the security background of the individual.

J.4.1 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.

J.4.2 Procedures for Administering the Computer Based Test (CBT) for SPP Airports

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.

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.

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. The 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°). Air conditioning or heating must be available for use at appropriate times.
- 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 effects may be stored during testing. Candidates may not bring any 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.
- Assure the room is adequately lit and 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.
- Test Stations and surface space must be clutter free.
- Contractor is required to provide Noise Reduction Headphones or Earplugs.
- 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 Building, parking and testing room are compliant with Federal ADA regulations
- On-site or On-call security is available if needed

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

- Entry and exit of room,
- Length and width of room,
- Type of test room layout (U-shaped or Classroom), and
- 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:

- 45 to 50 testers = 2000 to 2200 sq. ft. room
- 35 to 45 testers = 1600 to 2000 sq. ft. room
- 31 to 35 testers = 1300 to 1600 sq. ft. room
- 20 to 30 testers = 1000 to 1250 sq. ft. room
- 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 (<https://oasis.vitapowered.com/probe.html>) 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 full-size 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 or higher
 - Windows XP Professional with Service Pack 2 or higher
 - 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. Internet Explorer 8.0 and higher 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 9 or higher is installed
- Adobe Flash Player 10 or higher 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 with a viewable window into the testing room.

- The Proctor Station may not be used for proctoring and testing simultaneously.
- The Proctor must be able to perform check-in, check-out and pre-test functions without disruption to candidates actively testing.
- Proctors should dedicate their time to actively monitor test sessions in progress. Primary focus should be to assist candidates with issues or questions, and to protect the integrity of the assessment by monitoring candidates for cheating or unauthorized behavior.
- 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. Make a visual check every 2-3 minutes, and physically walk around the testing room every 5-10 minutes.
 - Proctor monitors through a viewable window into the test room (window must provide view of all candidates). Make a visual check every 2-3 minutes, and physically walk around 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. Make a visual check every 2-3 minutes, and physically walk around 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. 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. The schedule will then be loaded by the TSA Vendor Administrator and candidates will be scheduled to take the CBT through TSA vendor.

ATTACHMENT J.5 – SAFETY ACT BLOCK DESIGNATION NOTICE

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.6 – AIRPORT SPECIFIC INFORMATION

The information provided below may assist in the formulation of proposal volumes in response to this solicitation.

J.6.1 Sarasota Bradenton International Airport (SRQ)

General Details

Name of Airport:	Sarasota Bradenton International Airport
TSA Category:	CAT II
FAA Airport ID:	SRQ
Address:	6000 Airport Circle Sarasota, FL 34243
Airport Authority:	Sarasota/Manatee County Airport Authority
Law Enforcement:	Sarasota Airport Police
Coordination Center:	The Coordination Center is located in Tampa, FL (TPA)

Contact information for screening, regulatory, and law enforcement related incidents

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)

Operational Layout

Passenger Checkpoint 1	
Name	Checkpoint - B
Location	Level 2, Center
Amount of Lanes	6 Lanes
Major Screening Equipment & Amounts	6 X-rays, 3 WTMDs, 3 AITs, 4 ETDs
AIT? with ATR?	Yes, 3 AITs / Yes, all 3.
Dedicated TDC required?	Yes, part of checkpoint rotation.
Dedicated Staffing at Exit Lane?	Yes, part of checkpoint rotation.
Exit Lane Location	Co-located with checkpoint
Janitorial Arrangements	Airport authority schedules cleaning per contract.
Comments	None

Passenger Checkpoint 2	
Name	International Checkpoint Bravo 1
Location	Terminal A, Ground floor
Amount of Lanes	3 Lanes
Major Screening Equipment & Amounts	3 X-rays, 2 WTMD, 3 ETD
AIT? with ATR?	No
Dedicated TDC required?	Yes, part of checkpoint rotation.
Dedicated Staffing at Exit Lane?	No exit lane
Exit Lane Locations	n/a
Janitorial Arrangements	Airport authority schedules cleaning per contract.
Comments	None

Baggage Area 1	
Name	Baggage Area B
Location	Level 1 - North Side of Ticket Wing
Screening Equipment & Amounts	1 EDS, 1 ETD
In-Line System?	Yes
TSA staffing (for area and related rooms)	2 TSO / LTSOs, 1 STSO
Janitorial Arrangements	Cleaning by TSOs -- equipment/general housekeeping
Comments	No separate on-screen resolution room
Baggage Area 2	
Name	Baggage Area C
Location	Level 1 - North Side of Ticket Wing
Screening Equipment & Amounts	1 EDS, 2 ETD
In-Line System?	Yes
TSA staffing (for area and related rooms)	2 TSO / LTSOs, 1 STSO
Janitorial Arrangements	Airport authority schedules cleaning per contract.
Comments	No separate on-screen resolution room

Government Furnished or Joint-Use Facilities / Space

Break room 1	
Location	East end of ticket wing
Est. Square Footage / Dimensions	Est. 425 sqft

Est. amount of TSA PCs for contractor use	N/A
Janitorial Arrangements	TSA contracted janitorial services
Shared with any non-DHS/TSA staff?	No
Break room 2	
Amount & location(s)	Terminal "A" - Break room at central baggage handling area
Est. Square Footage / Dimensions	#1 12'x 27' / ~324sq.ft. shared; #2 11'x12' / ~132sq.ft. not shared. approximate
Est. amount of TSA PCs for contractor use	N/A
Janitorial Arrangements	Airport authority responsible for scheduled cleaning per contract.
Shared with any non-DHS/TSA staff?	No.
Training rooms	
Amount & location(s)	Training room area east end of ticket wing
Est. Square Footage / Dimensions	Est. 950 sqft (meeting and PC areas)
Est. amount of TSA PCs for contractor use	5 PCs
Janitorial Arrangements	TSA contracted janitorial services
Shared with any non-DHS/TSA staff?	No.
Other Space	
Description of other Govt Furnished / Leased room(s) available for Contractor use (i.e. locker room), if applicable:	Consumables storage area near east end of ticket wing, est. 465 sqft.

Productive Hours

Estimated Productive Hours

SPP, in conjunction with the TSA's workforce utilization office, annually estimates the number of productive hours needed for each airport in the program. The estimate is based on a wait time objective of 10 minutes, and a combination of factors such as airport layout, equipment and passenger demand. Productive hours takes into account operational screening, screening-related tasks identified in the SOW and recurrent training. The table below indicates the estimated amount of productive hours modeled by the TSA for the first fiscal year of screening services under the contract. The Security Screening amount is provided as a guideline and does not constitute a Government requirement. Any hours under Layered Security Activities (VIPR & Playbook) are a minimum requirement.

<u>Item</u>	<u>Hours</u>
Security Screening	129,085
VIPR Activities	0 *
Playbook Security Activities	8,528
Total Hours	137,613

* The requirement to conduct VIPR activities on a fixed annual basis is not contemplated, however, should such requirement be enacted, the standards under C.2.5.1 shall apply.

Note that SPOT and BDO Playbook activities performed exclusively by Behavior Detection Officers are not requirements of this contract.

Historical Productive Hour Estimates

The table below shows the estimated productive hours for the past year for “Security Screening” only. This information is provided for reference only. It is not provided as an indicator of future fluctuations in staffing estimates.

	2013
Productive Hours – Security Screening	138,716

Estimated consumable list

The following table provides a list of consumables related to screening operations. This information is provided to assist with developing an approach for acquiring consumables, but is not intended to be all inclusive. Screening consumable costs for SRQ are approximately \$60,000 per year which includes supplies such as binders, paper and toner for screener training and operations administration.

Consumables for Maintenance and Screening Services	
Consumables	
Nitrile Gloves	Calibration Traps
Sample Swabs	Sample Traps
Verification Tokens	Saturated Swabs
Sample Rings	Saturated Wipes
Isopropyl Alcohol	Toner Cartridges for EDS
Distilled Water	Thermal Printer Paper
Cotton Swabs	Standard Printer Paper
A Bottle Tests	Handheld Radio Batteries

P Bottle Tests	Mobile Radio Antennae
Collection Papers	Mobile Radio Ear Pieces
Color-metric Test Strips	AAA Batteries
Canned Air	9V Batteries

ATTACHMENT J.7 – FORMS AND TEMPLATES

Reserved

ATTACHMENT J.8 – ACRONYMS AND DEFINITIONS

J.8.1 ACRONYMS

Acronym	Meaning
AA	Airport Authority
AAAE	American Association of Airport Executives
ADS	Administrative Security Division
AFSD	Assistant Federal Security Director
APR	Annual Proficiency Review
AIT	Advanced Imaging Technology
AQL	Acceptable Quality Level
ASAP	Aviation Screening Assessment Program
ATR	Automated Threat Recognition
ATSA	Aviation and Transportation Security Act
BLS	Bottled Liquids Scanner
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
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/regsfar2afmfars/fardfars/far/far1toc.htm)
FBI	Federal Bureau of Investigation

Acronym	Meaning
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)
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
OSARP	On Screen Alarm Resolution Protocol
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
RBS	Risk Based Security
RFP	Request For Proposals
SDR	Staffing Details Report
SON	Submitting Office Number
SOO	Statement of Objective
SOP	Standard Operating Procedure
SORT	Screening 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
TDC	Travel Document Checker
TIP	Threat Image Projection
TM	(Airport) Technical Monitor
TPR	Technical Proficiency Review
TSA	Transportation Security Administration
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

*Please note that all Acronyms are not used in this document.

J.8.2 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, if applicable to the contract, 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 the SOW.

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.

Productive hours: Time spent (in hours) conducting the work by screeners, and TDCs associated with this SOW. Productive hours include screening, operational reporting, maintenance and recurrent training / certification, but does not include time where employees may be paid but not working under the contract (i.e. time off, sick leave, 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 employed and designated by the prime 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.4, links program objectives to contract performance measures and defines acceptable quality level.

Screening Allocation Model Definition (SAM): The Screening 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.4, 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.

Transition: The milestone that occurs when the Transition phase requirements have been satisfied and the contractor assumes responsibility for security screening operations.

ATTACHMENT J.9 – PRICING TEMPLATES

This Attachment is provided as a separate electronic Microsoft Excel file titled “Price Attachment”. The contractor shall use the provided Excel file as required in Section L.5 and include Section B.

ATTACHMENT J.10 – STAFFING PLAN TEMPLATE

This Attachment is provided as a separate electronic Microsoft Excel file titled “Price Attachment”. The contractor shall use the provided Excel file as required in Section L.5.

ATTACHMENT J.11 – CONTRACTOR IMPROVEMENT REPORT

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

ATTACHMENT J.12 – TSA ASSUMPTIONS FOR STAFFING SCREENING CHECKPOINTS

J.12.1 Security Screening Checkpoints

See J.6 Airport Specific Information for the layout of the individual security screening checkpoints.

J.12.2 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 and when the arrival distribution reaches 12 in a five minute increment
- One STSO is allocated for every four lanes
- One TDC 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

Note: If the WTMD and AIT are both present, assume AIT is in use.

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
- One image operator is allocated to each lane
- AIT without automatic threat recognition (ATR): Two AIT operators are allocated to each AIT (one of each gender)
- AIT with ATR: One AIT operator is allocated to AIT

Baggage Screening Areas

Two individuals at a minimum are assigned per EDS, with one STSO readily available.

**ATTACHMENT J.13 – SERVICE CONTRACT ACT/DEPARTMENT OF LABOR
WAGE DETERMINATIONS FOR SARASOTA COUNTY FLORIDA (WD-2125
Rev. 18 08/05/2014)**

This Attachment is provided as a separate electronic Microsoft Word file titled “Wage Determination” and is applicable to non-screening labor categories determined by the offeror.

WD 05-2125 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Diane C. Koplewski Director		Wage Determination No.: 2005-2125 Revision No.: 18 Date Of Revision: 07/25/2014
Division of Wage Determinations		

State: Florida

Area: Florida Counties of Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.55
01012 - Accounting Clerk II		16.15
01013 - Accounting Clerk III		18.08
01020 - Administrative Assistant		21.10
01040 - Court Reporter		18.36
01051 - Data Entry Operator I		12.05
01052 - Data Entry Operator II		13.33
01060 - Dispatcher, Motor Vehicle		15.88
01070 - Document Preparation Clerk		12.08
01090 - Duplicating Machine Operator		12.08
01111 - General Clerk I		12.58
01112 - General Clerk II		13.73
01113 - General Clerk III		15.09
01120 - Housing Referral Assistant		19.46
01141 - Messenger Courier		11.26
01191 - Order Clerk I		12.42
01192 - Order Clerk II		13.94
01261 - Personnel Assistant (Employment) I		14.67
01262 - Personnel Assistant (Employment) II		18.22
01263 - Personnel Assistant (Employment) III		18.84
01270 - Production Control Clerk		19.92
01280 - Receptionist		11.91
01290 - Rental Clerk		14.73
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.12
01313 - Secretary III		19.41
01320 - Service Order Dispatcher		14.23
01410 - Supply Technician		21.10
01420 - Survey Worker		13.68
01531 - Travel Clerk I		12.46
01532 - Travel Clerk II		13.56
01533 - Travel Clerk III		14.75
01611 - Word Processor I		13.15
01612 - Word Processor II		14.76
01613 - Word Processor III		16.48
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.27
05010 - Automotive Electrician		20.79
05040 - Automotive Glass Installer		19.87

05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	18.02
05130 - Motor Equipment Metal Mechanic	21.75
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	17.00
05250 - Motor Vehicle Upholstery Worker	18.94
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter, Automotive	20.79
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	12.68
05400 - Transmission Repair Specialist	21.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.08
07041 - Cook I	10.83
07042 - Cook II	12.08
07070 - Dishwasher	8.52
07130 - Food Service Worker	10.34
07210 - Meat Cutter	14.06
07260 - Waiter/Waitress	9.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.13
09080 - Furniture Refinisher	15.90
09090 - Furniture Refinisher Helper	12.38
09110 - Furniture Repairer, Minor	13.92
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.05
11060 - Elevator Operator	9.05
11090 - Gardener	14.30
11122 - Housekeeping Aide	11.32
11150 - Janitor	11.32
11210 - Laborer, Grounds Maintenance	10.84
11240 - Maid or Houseman	8.70
11260 - Pruner	9.76
11270 - Tractor Operator	13.14
11330 - Trail Maintenance Worker	10.84
11360 - Window Cleaner	12.46
12000 - Health Occupations	
12010 - Ambulance Driver	17.13
12011 - Breath Alcohol Technician	17.88
12012 - Certified Occupational Therapist Assistant	26.35
12015 - Certified Physical Therapist Assistant	26.35
12020 - Dental Assistant	16.89
12025 - Dental Hygienist	26.04
12030 - EKG Technician	21.37
12035 - Electroneurodiagnostic Technologist	21.37
12040 - Emergency Medical Technician	17.13
12071 - Licensed Practical Nurse I	17.44
12072 - Licensed Practical Nurse II	19.51
12073 - Licensed Practical Nurse III	21.75
12100 - Medical Assistant	13.09
12130 - Medical Laboratory Technician	16.70
12160 - Medical Record Clerk	14.11
12190 - Medical Record Technician	15.52
12195 - Medical Transcriptionist	15.02
12210 - Nuclear Medicine Technologist	30.98
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.63
12223 - Nursing Assistant III	11.60

12224 - Nursing Assistant IV	13.02
12235 - Optical Dispenser	19.04
12236 - Optical Technician	13.00
12250 - Pharmacy Technician	14.03
12280 - Phlebotomist	12.65
12305 - Radiologic Technologist	25.53
12311 - Registered Nurse I	23.88
12312 - Registered Nurse II	27.55
12313 - Registered Nurse II, Specialist	27.55
12314 - Registered Nurse III	33.08
12315 - Registered Nurse III, Anesthetist	33.08
12316 - Registered Nurse IV	39.89
12317 - Scheduler (Drug and Alcohol Testing)	22.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.45
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	30.49
13041 - Illustrator I	18.88
13042 - Illustrator II	23.39
13043 - Illustrator III	28.61
13047 - Librarian	27.59
13050 - Library Aide/Clerk	10.78
13054 - Library Information Technology Systems Administrator	24.65
13058 - Library Technician	13.74
13061 - Media Specialist I	17.98
13062 - Media Specialist II	20.11
13063 - Media Specialist III	22.43
13071 - Photographer I	18.09
13072 - Photographer II	20.23
13073 - Photographer III	25.08
13074 - Photographer IV	29.18
13075 - Photographer V	35.30
13110 - Video Teleconference Technician	18.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.66
14042 - Computer Operator II	17.71
14043 - Computer Operator III	19.54
14044 - Computer Operator IV	21.70
14045 - Computer Operator V	23.54
14071 - Computer Programmer I	(see 1) 22.92
14072 - Computer Programmer II	(see 1) 27.56
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	15.66
14160 - Personal Computer Support Technician	21.70
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.58
15020 - Aircrew Training Devices Instructor (Rated)	34.55
15030 - Air Crew Training Devices Instructor (Pilot)	40.18
15050 - Computer Based Training Specialist / Instructor	29.03
15060 - Educational Technologist	26.16
15070 - Flight Instructor (Pilot)	40.18
15080 - Graphic Artist	22.03
15090 - Technical Instructor	19.47
15095 - Technical Instructor/Course Developer	25.39
15110 - Test Proctor	16.75
15120 - Tutor	16.75

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	11.35
16070 - Finisher, Flatwork, Machine	9.04
16090 - Presser, Hand	9.04
16110 - Presser, Machine, Drycleaning	9.04
16130 - Presser, Machine, Shirts	9.04
16160 - Presser, Machine, Wearing Apparel, Laundry	9.04
16190 - Sewing Machine Operator	12.15
16220 - Tailor	12.91
16250 - Washer, Machine	9.80
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.33
19040 - Tool And Die Maker	19.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.62
21030 - Material Coordinator	17.77
21040 - Material Expediter	18.02
21050 - Material Handling Laborer	10.87
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	16.62
21110 - Shipping Packer	13.06
21130 - Shipping/Receiving Clerk	13.06
21140 - Store Worker I	9.94
21150 - Stock Clerk	13.53
21210 - Tools And Parts Attendant	16.50
21410 - Warehouse Specialist	16.62
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.29
23021 - Aircraft Mechanic I	25.04
23022 - Aircraft Mechanic II	26.29
23023 - Aircraft Mechanic III	27.60
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	18.32
23060 - Aircraft Servicer	21.80
23080 - Aircraft Worker	22.87
23110 - Appliance Mechanic	17.67
23120 - Bicycle Repairer	12.68
23125 - Cable Splicer	22.88
23130 - Carpenter, Maintenance	17.07
23140 - Carpet Layer	16.68
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician Maintenance I	18.96
23182 - Electronics Technician Maintenance II	20.76
23183 - Electronics Technician Maintenance III	24.93
23260 - Fabric Worker	15.47
23290 - Fire Alarm System Mechanic	17.61
23310 - Fire Extinguisher Repairer	13.68
23311 - Fuel Distribution System Mechanic	17.66
23312 - Fuel Distribution System Operator	15.87
23370 - General Maintenance Worker	17.25
23380 - Ground Support Equipment Mechanic	25.04
23381 - Ground Support Equipment Servicer	21.80
23382 - Ground Support Equipment Worker	22.87
23391 - Gunsmith I	14.96
23392 - Gunsmith II	17.39
23393 - Gunsmith III	19.30
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.61
23411 - Heating, Ventilation And Air Contditioning	18.45

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.76
23440 - Heavy Equipment Operator	17.06
23460 - Instrument Mechanic	19.79
23465 - Laboratory/Shelter Mechanic	18.32
23470 - Laborer	11.48
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.38
23550 - Machinist, Maintenance	17.94
23580 - Maintenance Trades Helper	14.98
23591 - Metrology Technician I	19.79
23592 - Metrology Technician II	20.78
23593 - Metrology Technician III	21.82
23640 - Millwright	19.28
23710 - Office Appliance Repairer	18.68
23760 - Painter, Maintenance	17.67
23790 - Pipefitter, Maintenance	17.70
23810 - Plumber, Maintenance	16.93
23820 - Pneudraulic Systems Mechanic	18.75
23850 - Rigger	17.75
23870 - Scale Mechanic	16.63
23890 - Sheet-Metal Worker, Maintenance	17.67
23910 - Small Engine Mechanic	16.34
23931 - Telecommunications Mechanic I	20.34
23932 - Telecommunications Mechanic II	24.13
23950 - Telephone Lineman	23.50
23960 - Welder, Combination, Maintenance	17.42
23965 - Well Driller	17.75
23970 - Woodcraft Worker	18.75
23980 - Woodworker	14.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	14.10
24610 - Chore Aide	9.49
24620 - Family Readiness And Support Services Coordinator	13.23
24630 - Homemaker	17.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.86
25040 - Sewage Plant Operator	19.33
25070 - Stationary Engineer	20.86
25190 - Ventilation Equipment Tender	14.64
25210 - Water Treatment Plant Operator	19.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.49
27007 - Baggage Inspector	10.36
27008 - Corrections Officer	22.81
27010 - Court Security Officer	21.45
27030 - Detection Dog Handler	16.69
27040 - Detention Officer	22.81
27070 - Firefighter	19.59
27101 - Guard I	10.36
27102 - Guard II	16.29
27131 - Police Officer I	24.05
27132 - Police Officer II	26.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.35
28042 - Carnival Equipment Repairer	11.02
28043 - Carnival Equipment Worker	8.13
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.15

28350 - Park Attendant (Aide)	14.37
28510 - Recreation Aide/Health Facility Attendant	7.98
28515 - Recreation Specialist	15.47
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	14.49
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.40
29020 - Hatch Tender	18.40
29030 - Line Handler	18.40
29041 - Stevedore I	16.51
29042 - Stevedore II	20.12
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	15.80
30022 - Archeological Technician II	18.16
30023 - Archeological Technician III	22.52
30030 - Cartographic Technician	24.49
30040 - Civil Engineering Technician	22.98
30061 - Drafter/CAD Operator I	14.36
30062 - Drafter/CAD Operator II	18.16
30063 - Drafter/CAD Operator III	18.41
30064 - Drafter/CAD Operator IV	24.93
30081 - Engineering Technician I	16.69
30082 - Engineering Technician II	18.74
30083 - Engineering Technician III	21.23
30084 - Engineering Technician IV	24.45
30085 - Engineering Technician V	26.10
30086 - Engineering Technician VI	29.43
30090 - Environmental Technician	18.16
30210 - Laboratory Technician	17.50
30240 - Mathematical Technician	21.76
30361 - Paralegal/Legal Assistant I	18.01
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.29
30364 - Paralegal/Legal Assistant IV	33.02
30390 - Photo-Optics Technician	22.93
30461 - Technical Writer I	18.74
30462 - Technical Writer II	22.95
30463 - Technical Writer III	27.73
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.41
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.51
31043 - Driver Courier	11.93
31260 - Parking and Lot Attendant	9.69
31290 - Shuttle Bus Driver	13.12
31310 - Taxi Driver	9.96
31361 - Truckdriver, Light	13.12
31362 - Truckdriver, Medium	14.85
31363 - Truckdriver, Heavy	16.96
31364 - Truckdriver, Tractor-Trailer	16.96
99000 - Miscellaneous Occupations	

99030 - Cashier	7.97
99050 - Desk Clerk	9.76
99095 - Embalmer	20.28
99251 - Laboratory Animal Caretaker I	9.97
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	26.58
99410 - Pest Controller	13.00
99510 - Photofinishing Worker	11.02
99710 - Recycling Laborer	13.22
99711 - Recycling Specialist	15.51
99730 - Refuse Collector	11.78
99810 - Sales Clerk	12.49
99820 - School Crossing Guard	9.20
99830 - Survey Party Chief	17.05
99831 - Surveying Aide	10.49
99832 - Surveying Technician	16.01
99840 - Vending Machine Attendant	13.04
99841 - Vending Machine Repairer	15.43
99842 - Vending Machine Repairer Helper	13.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 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 link 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.