

1) SOLICITATION NUMBER

2) SUBJECT

This is a combined synopsis/solicitation for the deployment of local Law Enforcement Officers (LEOs) at Transportation Security Administration (TSA) screening checkpoints, in accordance with 49 C.F.R. Part 1542.

3) SYNOPSIS

The Office of Law Enforcement/Federal Air Marshals Service/Security Services & Assessments Division/LEO Reimbursement Program (Program) is announcing a funding opportunity to provide partial reimbursement of LEO costs associated with on-site, dedicated support of TSA passenger screening operations per the attached Statement of Joint Objectives (SOJO). The Government intent is to award multiple Other Transaction Agreements (OTAs) in response to applications received. **A sample OTA that may result from this solicitation is provided in Section 6, below.**

Issuance Date: 10/3/2019

Closing Date: 11/18/2019

Submissions received after the closing on **11/18/2019** will be considered late. **Late applications will be considered in order of receipt, subject to the availability of funds, and after the applications submitted on or before 11/18/2019 are fully evaluated. Late applications are not guaranteed to receive consideration; therefore, timely application submissions are highly encouraged.**

4) HOW TO APPLY

Eligibility is limited to holders of Part 139 Airport Certificates; State, local, or other public institutions/organizations responsible for commercial airport operations (at airports within their jurisdictions) that have incurred increased LEO service costs due to the post-September 11th security mandates. Respective TSA Federal Security Director's (FSD) concurrence and validation of operational requirements will be required for Program eligibility.

Application submissions must include all of the following:

- 1) Data Sheet (Attachment 1) – Basic Participant Information
- 2) Project Narrative (Attachment 2) - Detailed description of how the project will be carried out based on items listed under Section 5, Review Criteria and Selection Process
- 3) Budget Request and Justification - Document that details the number of LEOs to support the project, salary & benefits of those supporting the project (include rank/position), number of shifts per officer and hours. A brief justification is required to support the requested budget. There is no template for this information.

Submit all required information via email to:

TSA Contracting and Procurement

Email: LEORPApplications@tsa.dhs.gov

Direct questions regarding this solicitation via email to:

TSA Contracting and Procurement
Email: LEORPApplications@tsa.dhs.gov

LEO Reimbursement Program Office
Email: LEO.REIMBURSEMENTS@tsa.dhs.gov

All emails concerning questions must have the following subject line: “QUESTIONS” and include your three letter airport code. Questions are due by October 23, 2019 at 3:00 PM EST. TSA intends to provide answers to these questions on FedBizOpps as an amendment to the solicitation, for the information of all interested parties. Amendments to solicitation documents generally contain information critical to the submission of an application. TSA is not responsible for any data and/or text not received when retrieving documents electronically.

5) REVIEW CRITERIA AND SELECTION PROCESS

The local FSD, Program office, Chief Counsel, and Contracting Officer will participate in the review and selection process of eligible applicants. Evaluation shall be based upon the Review Criteria identified below.

- Whether airport has a police department specifically dedicated to airport security (include name of entity providing Law Enforcement Services).
- Total number of LEOs assigned to the airport.
- Number of LEOs dedicated to provide support of the passenger screening checkpoint(s).
- Operational hours of the Passenger Screening checkpoint(s).
- Number of checkpoints and lanes.
- Total number of daily departure flights (arrival flights are not considered for reimbursement).
- Daily number of hours LEO(s) is assigned to checkpoint(s); daily number of hours LEO(s) is in the vicinity/close proximity of the checkpoint(s).
- Why the deployment of available resources cannot effectively fulfill airport security mandates, *including any specific impact(s)* the lack of Program funding could have on security operations.
- Commitment to provide a minimum of 730 LEO service hours per year (consistent with airport operations).
- Commitment to provide consistent LEO support during hours of TSA screening operations.
- Review of funds utilization and operating status information currently on file (for airports currently participating in the Reimbursement Program).
- Banks of departure flights at a particular checkpoint will be treated as singular periods of time for reimbursement purposes, regardless of the number of departing flights during that bank. A break of more than 1 hour from departure release time to the next departure report time constitutes a new bank.

6) SAMPLE AGREEMENT – APPLICABLE TERMS AND CONDITIONS

At a minimum, the following Articles shall apply to any Agreement(s) resulting from this solicitation:

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and Participant. The TSA and the Participant agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II – AUTHORITY

TSA and the Participant enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

The Law Enforcement Officer Reimbursement Program (LEO RP) was established to provide partial reimbursement to airport operators to provide on-site, highly visible LEO presence through flexible, fixed, or a combination of the two (hybrid) support of the passenger screening checkpoint. State and local LE agencies play a critical role in security at airports. They are the primary responders to any incident within the airport perimeter.

B. Background

On November 19, 2001, the President and Congress enacted ATSA, which established TSA as a new Federal agency. ATSA provides authority to the Administrator of TSA to carry out chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for ordering the deployment of law enforcement personnel at each airport security passenger-screening location to ensure passenger safety and national security.

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each airport operator is required to establish an air transportation security program that provides a law enforcement presence and capability at the airport that is adequate to ensure the safety of passengers. This Agreement is part of the joint effort of TSA and the airport operator to deploy sufficient LEOs in support of passenger screening activities at the checkpoint to meet their dual responsibility to ensure the safety of passengers and to counter risks to transportation security.

C. Purpose of this Agreement

- I. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property; focused on passenger screening checkpoint support. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items. Both the Participant and TSA recognize

that there is a broad range of activities that LEOs engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding under this Agreement is intended to support a dedicated highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid) LEO stationing of the TSA screening checkpoints. For the purposes of this Agreement the acceptable LEO stationing postures are defined as follows:

- a. Fixed Stationing - The on-site LEO is stationed in the TSA passenger screening checkpoint during screening operations.
- b. Flexible Stationing - The on-site LEO is stationed in the vicinity/close proximity of the TSA passenger screening checkpoint, providing an enhanced visible presence/support at the checkpoint.
- c. Hybrid/Combination Stationing - A form of on-site LEO stationing involving both fixed and flexible stationing, which provides a combination of highly visible LEO presence in the checkpoint and in the vicinity/close proximity of the checkpoint.

These Agreements are intended to be customized in order to address airport-specific security requirements, and are updated as necessary based on changing circumstances. Such changes and revisions are to be made by the cognizant TSA Federal Security Director (FSD), in consultation with the airport operator and other stakeholders as appropriate. Therefore, many OTAs call for the flexible stationing of LEOs, while others require a combination of fixed and flexible (hybrid) stationing.

II. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider:

- a. Supports TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- b. Follows an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.
- c. Participates in TSA's Layered Security Programs (appropriate level of participation to be determined by the FSD and Participant).
- d. Provides a minimum of 730 LE support hours per year.
- e. Provides consistent LE support during the hours of TSA checkpoint operations.

III. The Participant agrees to maintain a sufficient number of LEOs at or in the vicinity/close proximity of the checkpoint(s) during the hours of TSA screening checkpoint operations each day. For LEO RP purposes, LEO support of screening begins up to 1 hour prior to scheduled departure and remains up to 30 minutes after wheels up. The specific number of LEOs and the number of hours assigned to provide dedicated support to the passenger screening checkpoints must be identified in the submission.

IV. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.

V. The Participant will promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation.

- VI. The Participant will fully cooperate with regulatory investigations.
- VII. The Participant shall coordinate all media releases related to the Agreement with the FSD; other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement shall be referred to the Contracting Officer.
- VIII. **Additional Airport Specific Requirements (these requirements will be mutually defined and accepted by both the FSD and the Participant):** Describe any specific LEO support to be provided under this Agreement that is not included elsewhere in the Statement of Joint Objectives (SOJO) which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
 - a. LEO patrol of a particular area.
 - b. Unique assistance to local TSA.

Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEOs' ability to provide immediate response to incidents at the screening checkpoints. **For the purposes of this Agreement, LEO response times in excess of 5 minutes are unacceptable.** If utilizing Flexible Stationing or Hybrid/Combination Stationing, Participant must include specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening in this section.

- IX. ***(REQUIRED) PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT:*** If utilizing Flexible Stationing or Hybrid/Combination Stationing: Participant must describe specific LE response times to non-emergency/ routine TSA calls for assistance and details of LEO support being provided in support of passenger screening.

ARTICLE IV – RESPONSIBILITIES

The Participant agrees to provide on-site qualified law enforcement services, during TSA screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542-01-07 (series), regulations, and other authorities regarding law enforcement services.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through **on-site** flexible, fixed, or a combination of the two (hybrid)¹ LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

At locations where the Agreement allows for such flexible or hybrid stationing *and* it is appropriate based on security needs and the configuration of the airport, LEOs may patrol in front of screening checkpoints, throughout baggage drop areas, near retail and food concessions, and in other public areas. However, in order to be eligible for partial reimbursement by the LEO RP the primary focus of the officers' activities must still be on providing dedicated checkpoint support. Program participants are required to provide a consistent, highly visible law enforcement presence at the checkpoint(s) during operational hours.

¹ Refer to LEO Reimbursement Terminology (Attachment 2) for definitions of these terms.

Unless a waiver has been granted² in writing from an authorized TSA official, regardless of their position or title any individual who provides law enforcement support as outlined in this Agreement must possess all of the qualifications of a LEO set forth at 49 C.F.R. § 1542.217, while on duty at the airport. The TSA will provide partial reimbursement for on-site support of the TSA screening activities pursuant to the terms of this Agreement. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider will:

- Provide consistent support of TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- Follow an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Advanced Threat Local Allocation Strategy (ATLAS), Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Additional, airport specific requirements/reimbursable activities will be outlined in the Statement of Joint Objectives.

ARTICLE V - EFFECTIVE DATE AND TERM

The Agreement will have a one (1) year base funding period, beginning on the effective date of award. At the conclusion of the base funding period, it is the TSA's intent to unilaterally provide two additional one (1) year funding periods, for a total of three (3) years. The TSA reserves the right to unilaterally fund the Agreements beyond this period, however, in no circumstances will the Agreement be funded longer than five (5) years.

ARTICLE VI – AVAILABILITY OF FUNDS

Funds are not presently available for this OTA. The Government's obligation under this OTA is contingent upon the availability of appropriated funds from which payment for OTA purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this OTA and until the Participant receives notice of such availability, to be confirmed in writing by the Contracting Officer.

TSA will provide, subject to the availability of funds, partial reimbursement to Participants to offset the cost to carry out aviation LE responsibilities in support of TSA screening activities; focusing on checkpoint support. Funding level will be determined based on checkpoint support and operational requirements.

ARTICLE VII – OBLIGATION AND PAYMENTS

A. Obligation.

² Only Category III and Category IV airports may be eligible for reimbursement for their provision of Armed Security Guards who do not fully meet all of the qualifications set forth in 49 C.F.R. § 1542.217. Category III and Category IV airport operators interested in participating in the LEO RP using such guards will need to apply to TSA for a waiver. See Article XVII of this Agreement for further information.

The Government's liability to make payments to the Participant is limited to only those funds obligated under this Agreement or by amendment to the Agreement.

B. Limitation of Government Obligation.

The Government's share for full performance of this Agreement is \$ *(insert total amount)*. Of this amount, only \$ *(insert amount available)* is allotted and currently available for payment. In no event is the Government obligated to reimburse the Participant for expenditures in excess of the total funds currently allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this Agreement by unilateral modification, until the total Government share is fully funded. However, the Government cannot guarantee full funding. The parties agree that if additional funds are not allotted, this Agreement may be terminated. Participant is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the Contracting Officer, plus the Participant's corresponding share (if any), until the Contracting Officer notifies the Participant in writing that the amount allotted by the Government to the Agreement is increased.

No Contracting Officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law.

It is likely that the TSA will develop a maximum rate that will be used for reimbursement purposes. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. **This maximum rate will be based on information that will not be available until the submission review process.** The TSA reserves the right to modify the maximum rate during the period of performance as necessary to optimize the impact of the program. Currently the maximum hourly rate for reimbursement is actual costs not-to-exceed \$20.00/hr.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. The United States Coast Guard Finance Center ("FINCEN") performs the payment function on behalf of the TSA. Registration in the System for Award Management (SAM) is mandatory for invoice payment. For information regarding SAM, please refer to <https://www.sam.gov/SAM/>.

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement and the Statement of Joint Objectives (SOJO). Participant is required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for Reimbursement must be submitted to the FSD or FSD Designee for certification by the end of the month following the monthly period of performance (e.g., request for January's period of performance must be submitted no later than February 28th). The Participant will provide monthly invoices, using TSA Form 3503 (2/18) rev. [File:2800.15], to the FSD/TSA designee and/or Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement.

Monthly invoicing consists of services provided from the 1st day of the month to the last day of the month. Detailed documentation must be submitted for each item for which reimbursement is requested; for example, checkpoint logs, timesheets, and/or appropriate validation from payroll for each individual LEO's fully burdened salary rate as described in the SOJO. Invoices and documentation supporting amount and number of hours billed will be submitted to the FSD no more than 45 days after the end of the

monthly period of performance; invoices submitted more than 45 days after the end of the performance period may be rejected.

D. The final Request for Reimbursement is due within 45 days of the end of the Program Period and must be annotated as final.

E. Include the Tax Identification Number and the Electronic Funds Transfer (EFT) Banking Information with the Request for Reimbursement. Please note that this information must be consistent with the information in the Participant's SAM account. Inaccurate information may result in delayed payment.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

ARTICLE IX – AUDITS

TSA shall have the right to examine or audit relevant financial records for each Participant facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, Participant shall maintain: project records, technology maintenance records, and data associated with this project while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this project for each facility.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require Participant, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

TSA Contacts

Contracting Officer (CO)
Kurt Allen
TSA/Contracting and Procurement
701 S. 12th St. Arlington, VA 20598
Ph: 571-459-3858
Email: kurt.allen@tsa.dhs.gov

Program Manager/Contracting Officer's Representative (COR)

Aimee Jackson
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598
Ph: 571-227-1532
Email: aimee.jackson@tsa.dhs.gov

Deputy Program Manager
Wendy Palacio
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598-6018
Ph: 571-227-2451
Email: wendy.palacio@tsa.dhs.gov

Contracting Officer's Representative (COR)
Yarley Jean
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598
Ph: 571-227-5309
Email: yarley.jean@tsa.dhs.gov

Participant Contacts

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The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

ARTICLE XI - LIMITATIONS ON LIABILITY

Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

Participant has the affirmative duty to notify the TSA Contracting Officer in the event that Participant believes that any act or omission of a TSA agent or employee would increase Participant costs and cause the Participant to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VII (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Participant receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Participant must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of Participant. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Participant or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, Participant may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of Participant. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVI - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RECORDS AND RELEASE OF INFORMATION

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. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and 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. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (Participant) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.*

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the Contracting Officer (CO) and Contracting Officer Representative (COR) as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors*.

(Non-Disclosure Agreements (NDAs). The Contracting Officer will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. 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.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder 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), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the

Contracting Officer and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

B. Publicity and Dissemination of Agreement Information

The Agreement holder 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 Agreement without the prior written consent of the Contracting Officer. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the Contracting Officer. The Contracting Officer will follow the procedures in Management Directives 1700.3 and 1700.4. The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

ARTICLE XVII – MINIMUM QUALIFICATIONS OF LEO PERSONNEL FOR WHICH PARTICIPANT MAY BE REIMBURSED UNDER THIS AGREEMENT

A. Have authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located:

- A crime committed in the presence of the individual, or
- A felony, when the individual has reason to believe that the suspect has committed it;

B. Be identifiable by appropriate indicia of authority;

C. Be armed with a firearm and authorized to use it; *and*

D. Have completed a training program meeting the requirements of 49 C.F.R. § 1542.217(c) and (d), to include training in:

- The use of firearms;
- The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
- The responsibilities of law enforcement personnel under the security program; and
- Any other subject TSA determines is necessary.

Category III and Category IV airports may apply to TSA for a waiver in order to be reimbursed for their provision of Armed Security Guards who do not fully meet all of the above qualifications.

TSA will review the qualifications of any such guards proposed to provide LE support on a case-by-case basis, to include these individuals' arrest authority and any law enforcement training they undergo, to determine-- in the agency's sole discretion-- whether they are sufficient for Program purposes.

ARTICLE XVIII – PERFORMANCE REVIEWS

A. The Program Manager shall review the monthly Certification sheets submitted by the FSD.

B. An annual performance review may consist of a comparison of the following:

- LEO evaluation/certification results
- Aviation Security Inspector (ASI) Compliance Reports

- Consolidated invoiced and actual cost reports
- Performance and Results Information System (PARIS) Reports
- Performance Measurement Information System (PMIS) Reports
- Airport Information Management System (AIM)

7) List of Attachments

- Attachment 1 – Data Sheet
- Attachment 2 – Project Narrative
- Attachment 3 – Sample Statement of Joint Objectives (SOJO)
- Attachment 4 – LEO RP Terminology