



Attachment 1
Capability Acceptance Process
Terms and Conditions for
Acceptable Capability
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ACQUISITION PROGRAM MANAGEMENT

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ACQUISITION PROGRAM MANAGEMENT

1. General

This terms and conditions document (T&C) is incorporated into the Memorandum of Understanding (MOU) regarding the donation of Capabilities to the Transportation Security Administration (TSA) by _____, the Donor. Terms and conditions that TSA has accepted in the past may not be the same as those provided within this document. In addition, the terms and conditions accepted for one Donor may not be the same for another. TSA works with each Donor individually to determine the Capabilities¹ and terms and conditions that meet the needs of both Donors and TSA based on specific Capability requests² and screening environments.

2. Basic System Requirements

2.1. Acceptable Capability List

The Donor shall ensure that any Capabilities proposed for donation are on the TSA Acceptable Capability List (ACL), and that such Capabilities use the most up-to-date configuration - components, parts, software, and related materials - provided and approved by TSA.

2.2 Capability Configuration

The Donor shall ensure that the configuration of any donated Capability complies with the configuration listed in the ACL, and includes TSA branding if required, at the time the Capability is installed. As there may be a delay between the time of a Donor procurement and installation of a Capability, the Donor is responsible to ensure the Capability installed meets the latest TSA-approved qualified configuration. The Donor is responsible for coordinating with TSA to ensure that they are procuring approved Capabilities (including components, parts, and materials) and configurations. If the Donor does not procure an approved configuration it can lead to significant delays in the approval, or disapproval, of the donation.

Any changes to the TSA-approved configurations (to include system updates, and changes to hardware, software, TSA branding, color, etc.) must be approved by a TSA Acquisition Program Management representative prior to delivery, installation, and the applicable form of acceptance testing, and otherwise may not be deemed acceptable. If changes to hardware, software, TSA branding, color, etc., of the TSE are approved, Donor will be responsible for ensuring that the TSE can be and is returned to TSA's approved configuration prior to the TSE being moved. Additional testing may be required for any changes to the configuration.

2.3. Checkpoint Remote Screening Equipment

If applicable, the Donor shall also be responsible for maintaining the infrastructure required for checkpoint remote screening capability. This may include power, Ethernet cables, fiber cables and other peripheral equipment to support this capability in the remote screening room. All non-infrastructure components and equipment for remote operations will be provided by the original equipment manufacturer (OEM), supported by the Donor provided maintenance agreement and listed on the Master Configuration Item List (MCIL).

¹ Capabilities include security screening technology (including some emerging technologies) or equipment, often referred to as Transportation Security Equipment (TSE), related services such as installation, acceptance testing, preventive and corrective maintenance warranty, and Furniture, Fixtures, and Equipment.

² A request submitted by a Donor or Donating Stakeholder such as an airport authority or airline that outlines the intent to voluntarily procure, and ultimately donate, transfer, and convey, Capabilities to TSA.

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3. Donor Responsibilities

The Donor shall be responsible for all costs associated with the procurement, installation, acceptance testing, and maintenance of the donated Capability as outlined in this document. The Donor may use a systems integration contractor of their choice to support these activities, provided the integrator uses OEM-certified technicians for TSE installation. For Donor use of a systems integration contractor,

Original Equipment Manufacturer (OEM) certified technicians, or TSA-approved contractors for services related to the Capabilities Acceptance Process (CAP) project, TSA encourages the Donor to adhere to the spirit of the Davis-Bacon Act and Related Acts (see 40 U.S.C. 3141 *et seq.* and 40 U.S.C. 3145 *et seq.*) by employing contractors and subcontractors that pay their laborers and mechanics employed to provide services for the CAP project no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

3.1. Site Survey and Design

As necessary and as required by TSA, the Donor shall complete site surveys and create, provide, and receive approval of designs for the installation. Designs must meet all of TSA's requirements per the most recent version of the Checkpoint Requirements and Planning Guide (CRPG) and the Planning Guidelines and Design Standards (PGDS) for Checked Baggage Inspection Systems. Designs shall be submitted in PDF and computer-aided design (CAD) with input from the airport/airline or project sponsor. The Donor shall receive approval from both a TSA Acquisition Program Management representative and the local TSA representative.

Designs (IFC or bid drawings) shall include the infrastructure, electrical, data, and other relevant components and be submitted in CAD and PDF formats.

3.2. Procurement

The Donor shall be responsible for all costs associated with the procurement of the Capability from the OEM. This will include the approved configuration of applicable TSE hardware and software; TSA branding; peripheral equipment; associated Furniture, Fixtures, and Equipment (FFE); and all labor required for installation and integration.

3.3. Site Preparation

The Donor shall provide, and be financially responsible for, all activities associated with site preparations required to install the TSE. This will include all construction to support the necessary infrastructure (per the approved design/CRPG) for the TSE and associated peripheral equipment and FFE required to ensure successful operations. The Donor shall coordinate site preparation activities with a local TSA representative.

3.4. Delivery and Installation

The Donor shall provide and be financially responsible for all activities necessary to deliver, install, and/or integrate the TSE in accordance with the approved design, in preparation for the applicable form of Acceptance Testing. The Donor shall coordinate the installation activities with an authorized TSA representative. Specific airport requirements must be followed. The Donor shall minimize, to the highest extent possible, disruption or interference with airline or airport operations.

3.5. Existing Equipment and Infrastructure

If existing equipment is to be decommissioned, the Donor shall provide and be financially responsible for the services necessary for decommissioning and removal of any existing TSA system or infrastructure, including proper packaging and shipping of the existing equipment and FFE to a Continental United States (CONUS) location determined by TSA. If existing equipment is to be moved within checkpoints, the Donor

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shall provide and be financially responsible for the services necessary for moving and reinstalling the TSA system. The Donor may use a systems integration contractor for these tasks, provided the integrator uses OEM-certified technicians and all activities are coordinated with an authorized TSA representative. The Donor (or its Systems Integration Contractor) shall provide TSA with tracking information for all TSA equipment/ property in transit.

For either decommissioning or moving of existing TSA systems or infrastructure, the Donor or its systems integration contractor shall be responsible for submitting all required government paperwork (DD-1149) associated with moving TSA property and the Asset Information Sheet for Donors.

- Department of Defense (DoD) “Requisition and Invoice/Shipping Document” Form DD-1149. A DD-1149, most current version, is required on all TSA-owned equipment being moved by the Donor (this excludes the initial shipment from the OEM). The Donor or Systems Integration Contractor shall email this form to the Government Property Administrator (GPA) for approval 3-5 business days prior to the movement of TSA equipment. The form shall include an itemized listing with description, make, model, serial number, full TSA barcode (if applicable), and contract/order number.
 1. The subject line of the email and the DD-1149 file name shall both follow the structure below:
 - a. From airport to depot: SerialNumber_Dateinblock5_Site/location code_to OEM Name (e.g., 30787 21JUN2016 LRD to “OEM name”.docx; 21020041010 17JUNE2016 ORD to “OEM name”.docx).
 - b. From depot to airport: SerialNumber_Dateinblock5_OEM Name to Site/location code (e.g., 54371 27JUN2016 “OEM name” to MHT; 53491_23Jun2016_” OEM name” to DVL).
 2. Block_1) From: Full Name Location including and Site Code Full Shipping Address and 2 POCs (Name, Email Address, and Telephone Number)
 3. Block_2) To: Full Name Location including and Site Code Full Shipping Address and 2 POCs (Name, Email Address, and Telephone Number)
 4. Block_3) Ship to: Mark for: (only used to hold equipment for temporary storage location within one business day)
 5. Block_4) Appropriation Symbol and Subhead: Manufacturer, make, model, SN#/TSA barcode number/condition code; quantity, type of container, container numbers
 6. Block_5) Requisition Date (always the date the document is being sent)
 7. Block_7) Date Material Required (date equipment needs to be at designation)
 8. Block_8) Priority (e.g., Standard or Expedite)
 9. Block_9) Authority or Purpose (Contract Number and/or Task Order Number; TSA Loan Agreement (if applicable))
 10. Block_12) Date Shipped (always the date equipment shipped)
 11. Block_13) Mode of Shipment: Ground and/or Water (e.g., Carrier Name, Driver’s Name, Driver’s Cell Number, Truck Number, Trailer Number)
 12. Block_18) Issued by: (Full Name of Person completing DD-1149), (Total containers, type of containers, description, total weight)
- Asset Information Sheet for Donors. This form is required to notify TSA when existing equipment is removed or added to TSA’s maintenance servicing contract. All TSE removed from an active checkpoint is considered inactive from the maintenance contract and will be re-activated once it is re-installed at a screening checkpoint.

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1. The Asset Information Sheet can be obtained from the Capabilities Acceptance and Management Branch (CAMB) Representative.
2. The completed form should be emailed to DD1149Submission@lsmash.tsa.dhs.gov, and the CAMB Representative.
3. Forms are required at the removal of the TSE with the decommissioning date and re-activation with the Operational Readiness Test (ORT) or Site Acceptance Testing (SAT) dates. Other information, such as the equipment's serial number and TSA bar code number, is also necessary.

The Donor is responsible for safeguarding TSA property at all times, until TSA takes possession in shipment, warehouses, manufacturer's depot, and/or loading/unloading to/from site locations including installations/decommissions, as applicable.

The Donor shall submit an incident report (including pictures) to the GPA for any property loss, damage, destruction, or theft (from negligence, misuse, dishonesty, or willful destruction) within 24 hours of the incident.

- The Donor incident report shall, at a minimum, contain the following information:
 1. Date of Incident
 2. OEM/Manufacturer, Make, Model, Serial Number (if applicable), TSA Barcode Number (if applicable, e.g., #05700000xxxxx), Condition Code (e.g., 1 = New (never been installed), 4 = Used (installed at least once), 7 = Need Evaluation/Repair, or X = Final Disposition/Disposal)), Requisition and Invoice/Shipping Document/Government Paperwork, and quantity
 3. Contract and/or Order Number
 4. Cause and Corrective Action taken or to be taken to prevent recurrence
 5. Copies of all supporting documentation (including pictures)
 6. Last known location of the property
 7. A statement that the property did or did not contain hazardous material, and if so, that the appropriate agencies were notified.

3.6. Acceptance Testing Procedures

The Donor shall be financially responsible to acquire services for the applicable form of Acceptance Testing for the TSE (e.g., Factory Acceptance Testing, Operational Readiness Testing, Site Acceptance Testing, and Integrated Site Acceptance Testing as applicable). Acceptance Testing shall be in accordance with the most recent TSA-approved test plans and procedures and it is the responsibility of the Donor to coordinate, fund, implement, and provide the test.

Acceptance Testing cannot be obtained by the OEM, or any organization affiliated with the OEM (i.e., subcontractor to the OEM). Donors must use a TSA-approved Third-Party Test (TPT) agent to execute acceptance testing for donated TSE. Information regarding TPT agents may be obtained from CAMB. Donors are required to flow-through relevant terms and conditions to the Donor's TPT agent.

The appropriate and current test plans, Master Configuration Item List (MCIL), and report template for the donated TSE will be provided to the Donor/TPT by CAMB upon request.

The Donor/TPT shall provide a written notification to CAMB of its contract to work on the donation project. Information shall include TPT name, test location, test dates, and TSE to be tested.

Proper allocation of time for testing processes should be incorporated into the project schedule that must be provided to the TPT. In addition to the applicable Acceptance Testing for the donated TSE, the following items must also be identified in the project schedule (when appropriate):

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- System Phasing Plan (installation, testing, live operation)
- Factory Acceptance Testing (FAT), System Acceptance Testing (SAT), Integrated Systems Acceptance Testing (ISAT), and Network Acceptance Testing (NAT)
- Pre-Acceptance Testing (testing conducted by the OEM and/or Donor)
- Pre-ISAT Testing (testing conducted by the OEM and/or Donor)

The Donor shall ensure the TSEs in a final TSA-approved configuration that will follow all of the rules outlined by TSA for Configuration Management. Any changes to the system configuration shall require a Request for Deviation (RFD)/Engineering Change Proposal (ECP) and/or a Configuration Change Report (CCR) approved by the appropriate TSA Program Official and TSA Engineering (Checkpoint CCR Process). For example, the CCR process shall be utilized for any changes in the system that relate to the Programmable Logic Controller (PLC), photo eyes, cameras, or any other item used to track or manipulate the bag through the system. TSA shall be consulted prior to any changes to determine if the CCR process should be followed.

Acceptance Testing through the TPT shall confirm that the Capability is secure and operationally efficient based on the requirements identified in the Functional Requirements Document (FRD) as outlined in the approved test procedures.

For all Factory Acceptance Testing:

- All systems that are on the Qualified Product List (QPL)/ACLs shall have a FAT performed on them by a TPT agent. This test shall be the responsibility of the Donor to coordinate, fund, and provide the test results to TSA.
- Factory Acceptance Testing is conducted at the OEM's manufacturing facility. These tests are comprised of a configuration audit, detection testing, and system evaluation to determine if the system meets the requirements outlined in the FRD. FATs are completed in approximately one (1) business day per system.

For all System Acceptance Testing (SAT):

- All TSEs shall be installed in its final configuration prior to any testing (i.e., ready for passenger screening). The Donor is responsible to ensure that the installed TSE configuration conforms with approved designs, the CRPG, the ACL, and the system configuration approved by the Government representative.
- System Acceptance Testing is conducted once the TSE is installed in its designed location on site. This test ensures that the system is operational and has the current approved operational software installed. SATs are completed in approximately ½ business day per system.

For Integrated System Acceptance Testing (ISAT):

- ISAT is conducted once the system and all of its components are successfully installed in their final configurations, integrated, and tested. This test ensures that all components work together and all functionality operates per the Concept of Operations document and FRD. It is expected that the system will be ready to screen passengers before the ISAT is started.
- All interfaces and/or network connections shall be completely integrated and tested.
- ISATs are completed in approximately two (2) business days per lane/system.

For Network Throughput Testing (NTT):

- Network Throughput Testing is completed after all ISATs have been completed for the lanes on a specific network or for the entire project (included in last phase of testing). This test ensures that

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the network is capable of handling the network traffic expected during full operation of all screening lanes.

- All nodes and TSE to be connected to the system network or infrastructure networks shall be connected at the time of the test.
- All interfaces and/or network connections shall be completely integrated and tested.
- The system integrator/OEM/Donor shall provide a network diagram with IP Addresses to the TPT.
- NTTs will vary in duration based on the complexity of the CONOP and number of screening lanes. For planning purposes, an estimate for the duration of the test will be five (5) business days.
- NTT testing will require a discussion between the TSA, TPT, OEM, Donor, and Integrator to determine scope for this test. The test shall be the responsibility of the Donor to provide the proposed test plan to CAMB for approval.

Test Articles:

- TSA Acceptance Test and System Assessment (ATSA) will provide the test articles necessary for the Acceptance Testing.
- The TPT or System Integrator shall request shipment of test articles to the test site. The request shall be made via email to the Acceptance Testing Request (ATR) Inbox (atr@tsa.dhs.gov) with a copy to CAMB. The email needs to provide all logistic information about the delivery (location, time, special requirements, and any other notes that will assist in the delivery of the test articles). Upon receipt, ATSA will reach out to the Donor to coordinate the shipment of the items.
- The Donor is responsible for the following costs:
 - Cost of shipping of bags to and from test location.
 - Coordinating and storing the bags in a secured location that is protected from the elements as much as feasibly possible (if applicable).
 - Cost of any damage to test articles due to storage, transportation, or any abusive use.
 - The TSA-approved TPT agent is responsible for the care and maintenance of the test bags during testing. It is the responsibility of the TSA-approved TPT agent to return the bags to TSA in the same condition, excluding normal wear and tear, as when they departed the TSA controlled warehouse.
- Test bags must be returned to TSA after each Acceptance Testing event unless a authorization is received from TSA. TSA will inspect the bags upon their return and assess any damages.

Test Results:

- Decisions regarding a system passing or failing Acceptance Testing events are made solely by TSA after review of the formal test report. Donors are requested to allocate seven (7) business days for this review and adjudication.
- The Donor is responsible for resolving and mitigating any failures found during testing to receive a positive result, which must be completed prior to TSA's operation of TSE for passenger security screening. Donor is responsible for any retesting of the TSE as necessary.
- Factory Acceptance Testing and Site Acceptance Testing
 - TPT will submit the FAT and SAT results Quick Look Report (QLR) to CAMB for review upon completion of the tests.
 - The TPT may provide a copy of the QLR report to the Donor or entity that contracted them to perform the service.
- Integrated System Acceptance Testing/Network Throughput Testing:
 - TPT shall provide daily ISAT testing updates to CAMB. If required by contract the TPT will provide daily updates to the entity contracting testing services.
 - TPT will provide final test results (QLR) to CAMB and CAMB shall have the final decisions

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regarding a system's PASS or FAIL status.

- All technical and procedural questions shall be directed to CAMB for dissemination to the appropriate TSA stakeholders, as needed. CAMB shall act as the Program Management Office for all matters dealing with the testing process for all donated TSE.

3.7. TSA Property Management

The Donor shall not relocate and/or ship TSA property without prior notification to and approval from the GPA.

The Donor may use a Systems Integration Contractor of their choice, provided the integrator uses OEM certified technicians for TSE installation. Coordination with an authorized TSA representative is required.

The Donor or its Systems Integration Contractor shall request TSA barcodes from the GPA prior to TSA's Acceptance of the donated Capability. The Donor shall ensure TSA barcode(s) are physically attached, as directed, on the units and peripherals meeting the acquisition cost threshold of \$5,000.00 or that have the ability to store Sensitive Security Information (SSI). The Donor shall request exact placement instructions of TSA barcodes with the GPA.

One week prior to TSA's acceptance of the donated Capability, the Donor or its Systems Integration Contractor, and in coordination with local TSA, shall provide CAMB with a "TSA Form 251/251-1 – Vendor Shipping and Receiving Report" (SF251), Offer Letter and the Standard Configuration Report, if applicable.

• A SF251 shall be created for each type of TSE. Each unit shall be listed individually with the following information:

1. Manufacturer
2. Type and Model Number
3. Value of the TSE
4. TSA Acceptance Date for the TSE
5. Serial Number
6. TSA Barcode Number
7. Networking & Integration Equipment

The Donor is responsible for safeguarding TSA property at all times until TSA takes possession in shipment, warehouses, manufacturer's depot, and/or loading/unloading to/from site locations including installations/decommissions, as applicable. The Donor shall be fully liable for any damage, diminution in value, or losses incurred during shipment, handling, and installation that is attributed to improper packaging prior to install.

3.8. As-Built Designs

The Donor shall provide TSA with updated As-Built designs of the entire checkpoint or checked baggage area once the installation is complete. These designs shall meet TSA requirements as per the CRPG and PGDS and be submitted in PDF and CAD with red-lines.

3.9. Movement or Modification of Donated Capability

Upon voluntarily donating, transferring, conveying, and assigning Capabilities free and clear of all encumbrances to the TSA, the TSA assumes ownership and management of the Capability. It is TSA's intent to use the donated Capability for its intended purpose at its intended location. Nonetheless, as owner of the Capability, TSA retains the right to upgrade, modify, move, recapitalize, or decommission the Capability as necessary to support TSA security screening operations or if TSA determines the Capability is

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underutilized or obsolete. TSA may recapitalize TSE when required for improved security screening operations. The new TSE typically will be installed with the standard TSA configuration and may require changes to the original checkpoint design. Prior to any modification, move, recapitalization, or decommissioning of the Capability, TSA will inform the Donor, provide a justification for the modification, move, recapitalization, or decommissioning, and consider the impacts of such actions on the Donor's operation and the passenger experience at the airport.

3.10. Cybersecurity Requirements

For donations of certain networked TSEs, such as the Credential Authentication Technology (CAT), the Donor and all of the Donor's agents (e.g., contractors, subcontractor, and/or third-party vendors or contractors) shall comply with TSA's cybersecurity policy as outlined in Attachment H: Cybersecurity Policy for TSA Transportation Security Equipment Donations.

4. Preventive and Corrective Maintenance Sustainment Services; Technical Requirements

NOTE: Section 4 and Attachments A-G under this T&C should be incorporated into the OEM procurement contracts to ensure TSA maintenance requirements are provided with the equipment.

The Donor shall provide a minimum of four (4) years of preventative and corrective maintenance coverage by a TSA-approved contractor ("Maintenance Contractor") on the Capability the Donor procures and offers to TSA.

The effective start date of the maintenance coverage shall be the date that TSA accepts the donation of the Capability, unless a different effective date is agreed upon.

The Donor-provided maintenance services shall meet the requirements of this agreement, including labor for preventive and corrective maintenance as well as associated logistics support resources including repair parts, training, and tools and test equipment. All services shall be provided by trained and certified Field Service Technicians who have successfully completed training by the OEM on the fundamentals of safety, functional operation, maintenance and repair of specific Transportation Security Equipment and associated peripheral equipment.

Any Maintenance Contractor used by the Donor in connection with this Agreement shall be held to the same terms and conditions as the Donor under this Agreement. This maintenance coverage shall ensure that the Capability operates effectively and supports the Service Level Agreements (SLA) required by the TSA as defined in Section 4.13 below.

For CPSS, the Donor-provided maintenance services shall include bin, bin carts, and all other CPSS peripheral equipment necessary to meet the logistic service level requirements.

If, after the donated warranty period, TSA has not been appropriated a adequate funding to be able to assume maintenance services for the Capability, TSA will work with the Donor to determine the best path forward, which may include requiring the Donor to continue to provide maintenance coverage until funding is appropriated or removing the TSE from operations.

4.1. Preventive Maintenance

The completion of Preventive Maintenance (PM) is integral to the proper operation of TSE. PM actions are periodic scheduled activities performed to increase product reliability and prevent the requirement for unscheduled corrective maintenance actions. There are (2) discrete levels of PM:

- Level I PM - This is primarily PM that is performed by TSA personnel on a routine basis every shift (1-3 times a day), daily, and/or weekly. These are defined by the TSA-approved TSE user and/or

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maintenance manual and are typically routine tasks such as inspection, cleaning, and calibration/verification. Level I PM is performed without the need to open the machine.

- Level II PM - Level II PM typically is performed monthly, quarterly, semi-annually, annually, and/or at other intervals. These tasks are required to be performed by trained and certified Field Service Technicians (FSTs). These activities are identified in the OEM Maintenance Manual and shall be performed as part of the maintenance services. The Donor shall ensure that the Maintenance Contractor maintains a complete record of all Level II PM actions performed on all Capabilities and shall report all Level II PM actions performed to TSA, the TSA designated point of contact, and any other persons designated by TSA. The Donor shall make sure that all Level PM are tracked and scheduled to ensure that maintenance occurs according to maintenance schedules and state and federal environmental and safety regulations. The Donor shall ensure the Maintenance Contractor obtains and utilizes OEM PM checklists.
 - Level II PM Performance Requirements - Level II PM shall be performed in accordance with the most recent OEM maintenance manual, as well as State and Federal environmental and safety regulations. The Maintenance Contractor shall obtain and utilize OEM PM checklists. In the event a scheduled maintenance activity cannot be completed due to factors outside of the Maintenance Contractor's control or the performance of Corrective Maintenance (CM) prevents the Maintenance Contractor from completing PM, the Maintenance Contractor shall reschedule PM on the impacted machines during the same month. If unable to reschedule due to outside factors, the Maintenance Contractor shall notify local TSA and reschedule PM as soon as possible.
- In providing Level II PM, TSA requires that the Donor ensures the Maintenance Contractor:
 - Coordinates all Level II PM scheduling with local TSA staff.
 - Contacts local TSA to conduct the PM on an earlier date than scheduled; however, if the earlier date is not convenient for local TSA this shall not be reflected as a lack of access to the facility and the Contractor shall adhere to the original schedule to perform the PM.
 - Makes every effort to schedule PM actions during non-operational hours or non-peak operational hours with approval of local TSA officials.
 - Provides all required consumables (cleaning supplies, filters, etc.).
 - Performs required radiation tests in accordance with applicable regulations on all applicable fielded TSE.
 - Records PM actions in local maintenance logbooks provided by local TSA and in the Maintenance Contractor's database. If there is no logbook available at the location, the FST shall notify local TSA at the location. If a logbook is not provided by TSA, the FSTs are not required to wait for the logbook. If the logbooks are not available and local TSA is not present, then the FST will continue with their scheduled work. In both cases, the FST will note the non-availability of the logbook in the remarks section of the PM ticket along with the date the PM was conducted.
 - Enters the date the PM was conducted to indicate that the FST completed the PM in full on that date according to the applicable OEM checklist.

TSA encourages the Donor to enforce penalties, similar to those enforced by TSA, if the Maintenance Contractor fails to perform the Level II PM requirements as outlined in this Section.

4.2. Radiation Surveys and Radioactive Leak Tests (*if applicable*)

TSA requires the Donor to ensure the Maintenance Contractor:

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- Delivers all Radiation Surveys (RSs) and Radioactive Leak Tests (RLTs) by posting to a TSA or Contractor SharePoint site, via email, by disk, or by another method, as decided by TSA.
- Uses a file naming convention that includes at minimum: RS/RLT date (formatted so that files line up chronologically); the unit serial number; airport code; and, if more than one survey or leak test is performed on the same date, a differentiator (e.g., 1, 2, pre/post- CM, etc.). Examples: 2016-06-05_40310_PHX .PDF; 2016-06-20_7080809_EWR_preCM.PDF
- Achieves 100% on-time compliance for all RSs and RLTs. RSs and RLTs are considered complete when the Maintenance Contractor provides the documentation to TSA. If documentation is not provided or lost the Maintenance Contractor shall conduct another RS or RLT.

4.3. Cabinet X-ray and Direct X-ray Exposure Systems (*if applicable*)

Cabinet X-ray systems are systems with an X-ray tube that emits ionizing radiation installed in an enclosure (cabinet) which is intended to contain at least that portion of a material being irradiated, provide radiation attenuation, and exclude personnel from its interior during generation of X-ray radiation. A direct X-ray exposure system is an X-ray system in which people are intentionally exposed to very low doses of ionizing radiation. The cabinet X-ray systems are governed by 21 CFR § 1020.40, and direct X-ray exposure systems are governed by American National Standards Institute ANSI/HPS N43.17-2009.

TSA requires the Donor to ensure the Maintenance Contractor:

- Performs and records radiation surveys on each applicable cabinet X-ray system, while the system is operational, in the situations below and annotate on the survey which situation applies:
 - At least once every twelve (12) months
 - After any maintenance that affects the radiation shielding or X-ray producing components
 - After the Maintenance Contractor relocates a system
 - After any incident that may have damaged the system such that unintended radiation emission could occur.
- Documents the RS using a TSA-approved radiation survey form obtained from the OEM.
- Investigates and records all unusually high emission readings identified on the surveys and corrects any conditions on the systems that caused the elevated readings.
- Performs a follow-up radiation survey to verify the effectiveness of a corrective action if repairs were made to address elevated readings.
- Has a Contractor Radiation Safety Officer (RSO) or qualified individual review each radiation survey, perform a quality check, and sign the form confirming it has been completed correctly (electronic signature is permissible). If an error is identified and the survey is returned to the Maintenance Contractor to correct, then the Maintenance Contractor shall ensure all corrections are made and a corrected survey is resubmitted within seven (7) calendar days of identification and notification.
- Following signature by the RSO, delivers the radiation surveys each month to a designated representative.
- Documents radiation readings before and after any service call that is related to suspected and unplanned radiation exposure, and reports before and after readings to a designated TSA representative and local TSA (contact information to be provided) following correction of the problem associated with the radiation exposure event once internal review is completed by the Maintenance Contractor's RSO.
- Notifies the designated TSA representative and local TSA immediately if there is a radiation reading confirmed on any system that is above the 21 CFR 1020.40 or ANSI 43.17.2009 emission limits. Local TSA will ensure the equipment is removed from service immediately (e.g., powered down) until the system is repaired and verified by the Maintenance Contractor to be within the 21 CFR 1020.40 or

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ANSI 43.17.2009 emission level limits. The Maintenance Contractor shall also document the incident in the TSE database and provide the designated TSA representative with, at a minimum, the unit serial number, unit location, an explanation of the cause of the elevated radiation reading, action to resolve the issue, and a completed RS when the issue is resolved.

- Investigates and records all unusually high emission readings identified on the survey and correct any conditions on the system which caused the elevated readings as applicable. If repairs are made to address the elevated readings, then a follow up survey will be performed to verify effectiveness of corrective action.
- Upon completion of each RS, securely attaches a label to the system that is clearly visible to the operators of the system. The label shall include the following: performed by, date of survey, next radiation survey due, and the statement "System Meets FDA Requirements of 21 CFR 1020.40 or ANSI 43.17.2009, as applicable".
- Returns a copy of the RS to the airport of origin or the hub airport coordination center for their records after the RS has been reviewed and approved by the Maintenance Contractor's RSO.

The Donor shall ensure the Maintenance Contractor prepares and delivers by the 10th calendar day of each month the radiation survey in a similar format to *Attachment A: Radiation Survey and Radioactive Leak Test Record Submittal*. If the 10th calendar day of the month falls on a weekend or observed federal holiday, the submission is due the next weekday. TSA will determine method of submission, e.g., password protected website, email, disk, etc.

4.4. Explosives Trace Detection Systems Containing a Sealed Radioactive Source (*if applicable*)

Some Explosives Trace Detection (ETD) systems contain a sealed radioactive source which is encased in a capsule to prevent leakage or escape of the radioactive material. This capsule is located in a source holder (housing or assembly) internal to the system to facilitate the handling and use of the source. The sealed radioactive sources are governed by Nuclear Regulatory Commission (NRC) regulations at 10 CFR Part 31. Not all explosive trace detection systems that contain a sealed radioactive source require an RLT. The Donor shall ensure the Maintenance Contractor coordinates with the OEM to identify units requiring an RLT and the specified testing frequency.

For these units, TSA requires the Maintenance Contractor to:

- Perform an RLT and document the results on each required system in accordance with 10 CFR § 31.5 unless the OEM has received an exemption from the NRC that the unit does not require an RLT. This exemption notification is specified on a label on each system.
- Conduct RLTs on all applicable deployed systems at the required frequencies. Systems that are not in active use may, upon approval of the designated TSA representative, be considered to be "in storage" and an RLT is required only every two years.
- Ensure the wipe of a sealed source is performed as specified by the OEM. The wipe sample must be taken from the nearest accessible point to the sealed source where contamination might accumulate. The wipe sample must be analyzed for radioactive contamination. The analysis must be capable of detecting 185 Becquerel (0.005 microcurie) or more removable radioactive material on the test sample and must be performed by a person holding a specific license pursuant to 10 CFR Part 30 and 10 CFR Part 32 or from an Agreement State to perform such analyses.
- Notify the designated TSA representative and local TSA if an RLT reveals the presence of removable radioactive material that exceeds the regulatory limits [185 Becquerel (0.005 microcurie)] so the sealed source may be removed from service immediately and have it decontaminated, repaired, or disposed of by a U.S. NRC or Agreement State licensee that is authorized to perform these functions. The Maintenance Contractor must submit a report to the designated TSA representative within five

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(5) calendar days of receiving the test results. The report must describe the equipment involved in the leak, the RLT results, any contamination which resulted from the leaking source, and the corrective actions taken up to the time the report is made.

- Maintain a record of leak test results and retain the record for inspection by the U.S. NRC for three years after the next required RLT is performed or until the sealed source is transferred or disposed of.
- Ensure each ETD system containing a sealed radioactive source has an RLT performed at intervals in accordance with the governing regulation. In the absence of a certificate from a transferor that an RLT has been made within the six (6) months before the transfer, the ETD systems shall not be used until tested.
- Provide the designated TSA representative access to the test reports upon request.

The Donor shall ensure the Maintenance Contractor prepares and delivers by the 10th calendar day of each month the radiation survey in a similar format to *Attachment A: Radiation Survey and Radioactive Leak Test Record Submission*. If the 10th calendar day of the month falls on a weekend or observed federal holiday, the submission is due the next weekday. TSA will determine the method of submission, e.g., password protected website, email, disk, etc.

4.5. Corrective Maintenance

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

- Level I CM – This is CM that is performed as needed to effect minor repairs to the TSE that do not require trained FSTs (e.g., bag jams, fault resets, PC reboots, etc.). These activities are normally performed by TSA personnel or their designees and shall not be required under the maintenance coverage.
- Level II CM – This is unscheduled corrective maintenance performed as needed to effect repairs that always require trained FSTs. These activities are coordinated with Local TSA staff and performed on site with the TSE in Level II CM status, in accordance with *Attachment B*. The Donor shall ensure the Maintenance Contractor applies high priority to returning all TSE experiencing critical failures (non-operational) to operational status, whether the failure is relevant or non-relevant, to ensure the expeditious return of TSE not able to perform its assigned mission. These services shall be required under the maintenance coverage.
- Level III Depot Maintenance (DM) – This consists of unscheduled corrective maintenance activities performed by trained technicians to repair a failed TSE by shipping the item to a depot facility for repair. This can include repairs within the normal maintenance strategy or damages to TSE that exceed normal corrective maintenance that can be performed on site. DM is required under the maintenance coverage.

4.5.1. Level II Corrective Maintenance

TSA requires the Donor to ensure the Maintenance Contractor:

- Performs CM actions to meet the maintenance services performance requirements identified in Paragraph 4.13, Maintenance Services Service Level Agreement (SLA) Performance Requirements. CM shall include any repair requirements necessary to bring inoperable TSE back to operational status. This includes, but is not limited to: repair after liquid spills on TSE; broken parts due to operator misuse; unintentional damage during passenger screening or by TSA/airport personnel (e.g., cleaning crews); and other similar damages as a result of operator error.

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- Records all CM activities in the TSE Database in accordance with Paragraph 4.14, Transportation Security Equipment Database and *Attachment B: TSE Metrics Terms and Definitions & RMA Metrics* and assign a Failure Mode Indicator (FMI) in the TSE Database in accordance with Paragraph 4.11 Failure Mode Indicators.
- Coordinates all Level II CM with local TSA staff/airport Coordination Center.
- Dispatches every ticket to a Field Service Technicians within 15 minutes of receipt of a maintenance service request (Low-Level metric M1 as defined in *Attachment B: TSE Metrics Terms and Definitions & RMA Metrics*).
- Using a standardized approach across all locations, notifies the airport's Coordination Center or other point of contact, if identified, by email that the repairs are completed and that the TSE has been returned to service.
- Coordinates with the OEMs to ensure parts obsolescence during the contract period of performance does not affect the Contractor's ability to meet maintenance services SLA requirements. See Paragraph 4.8, Parts Obsolescence.

4.6. Unforeseen Damages to Donated Capabilities and Response to Catastrophic Events

On occasion, damages may occur to donated or bailed capabilities that are the result of unforeseen circumstances and/or catastrophic events. TSA and the Donor agree to coordinate in responding to such events and whenever possible, take precautionary action to reduce potential damages caused by flooding, airport construction projects, facility maintenance, planned power outages, or severe weather or other natural events.

If unforeseen damages occur to donated capabilities that are the property of TSA are attributable to the actions of TSA employees, TSA will coordinate with the Maintenance Contractor to repair or replace the capabilities at TSA's expense. If unforeseen damages are not attributable to TSA actions (e.g., facility mishaps such as water pipe breakage or fires, or damages caused by travelers), TSA will coordinate with the Maintenance Contractor and the Airport Authority to repair or replace the capabilities. Financial and contracting responsibility will be dictated by the circumstances of the mishap. If it is not cost effective or feasible to repair the damaged system(s), TSA reserves the right to remove and replace the system with available technologies.

If unforeseen damages are attributable to Donor actions, the Donor will coordinate with the Maintenance Contractor for repair and replacement services. Any replacement systems proposed by Donors in this situation must be approved by TSA. It is the Maintenance Contractor's responsibility to track any TSE repair or replacement action and update the TSE Database to show the current status of such actions.

If any unforeseen damages described above occur to systems that are being operated under a bailment agreement between the Donor and TSA, and those systems are not TSA property, TSA and the Donor will work together to address the repair or replacement of the Donor-owned property that is damaged according to the specific circumstances of the event.

It is the Maintenance Contractor's responsibility to track any TSE repair or replacement action and update the TSE Database to show current status of such actions.

4.7. Supply Support

The Donor shall insure the Maintenance Contractor is responsible for all parts and materials used for Radiation Surveys, RLTs, preventive maintenance, and corrective maintenance actions performed in accordance with Paragraphs 4.1 through 4.5 (as applicable). The Maintenance Contractor shall establish a robust supply chain management process that includes the appropriate levels of OEM Master Configuration Item List (MCIL) Repair parts, distribution procedures, and shipping modes to support the

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SLA requirements as defined in Paragraph 4.13. For all preventive and corrective maintenance actions, the Maintenance Contractor shall record parts data associated with each maintenance or repair in the TSE Database in accordance with Paragraph 4.14, Transportation Security Equipment Database.

- The Maintenance Contractor shall inform the TSA when refurbished parts are initiated into the Contractor's supply chain for corrective maintenance repairs. The Maintenance Contractor shall ensure that parts obsolescence does not affect the Contractor's ability to meet Performance Based Logistics (PBL) service level requirements.
- Repair part shipment from the Maintenance Contractor part location to the unit shall include shipment, and all associated transportation costs including local logistics transportation to the unit.

4.8. Parts Obsolescence

The Donor shall ensure the Maintenance Contractor is responsible for coordinating with the OEMs and implementing solutions for all parts obsolescence issues.

4.9. Preventive Maintenance Consumables (*if applicable*)

The Maintenance Contractor shall order TSA-approved Level I PM consumables from a TSA-approved supplier. The Maintenance Contractor shall establish a consumable ordering process for local TSA to submit orders via email or web-based ordering system. Consumable orders shall be processed and shipped in no more than seven (7) calendar days upon receipt of the order and delivered to airports using standard commercial shipping. The Maintenance Contractor shall notify the designated TSA representative immediately upon exceeding the seven calendar day requirement for any order and provide detailed order information. This quantity will normally not exceed a three-month supply per machine at the airport.

The Maintenance Contractor shall evaluate each TSA order for reasonableness of quantity. If the Contractor determines that an order is unreasonable, the Maintenance Contractor shall notify the designated TSA representative for disposition.

The Maintenance Contractor shall evaluate and consider cost-effective alternatives to OEM-provided consumables where appropriate. The Maintenance Contractor shall provide only TSA-approved maintenance consumables and shall notify the designated TSA representative prior to providing alternative consumables. The Maintenance Contractor shall notify the designated TSA representative of anticipated and actual maintenance consumables shortages and provide the reason for the shortage, a mitigation plan, and an expected date of resolution.

The Maintenance Contractor shall, in coordination with OEM, provide the annual requirements of maintenance consumables to conduct Level I PM per unit for each model requiring Level I PM, and shall provide the designated TSA representative updated requirements as appropriate.

The Maintenance Contractor shall provide the Safety Data Sheet for each consumable to the designated TSA representative.

4.10. Dispatch Contact Process or Facility

The Donor shall ensure Maintenance Contractor provides or designates a dispatch contact process or facility to receive maintenance requests from the TSA Service Response Center (TSRC) and dispatch FSTs to provide maintenance. The TSRC is required to dispatch calls within 15 minutes of receipt. The Maintenance Contractor shall establish interface protocols with the TSRC to ensure that all TSE maintenance calls are recorded and dispatched to Contractor FSTs within 15 minutes of receipt of a maintenance request from the TSRC.

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The Maintenance Contractor shall provide status updates to the TSRC on every open trouble ticket as status changes occur until the ticket is closed. Upon closure of the trouble ticket the Maintenance Contractor shall send an automatic notification to both the TSRC and the local TSA POC.

The Maintenance Contractor shall supply the location and serial numbers to the TSRC prior to a new TSE installation to ensure there is no disruption in maintenance service response. The Maintenance Contractor's dispatch process or contact facility shall be reachable 24 hours a day, seven (7) days a week. The Maintenance Contractor shall not use callback or voice message systems for the TSRC calls related to TSE maintenance.

4.11. Failure Mode Indicators

The Donor shall ensure the Maintenance Contractor creates or develops robust FMI codes, when necessary, that can clearly identify the cause(s) of each failure and allow effective trend analysis of failure causes. The Maintenance Contractor shall capture the FMI codes in the TSE Database. One or more FMIs will be assigned for each CM or DM maintenance action documented in the TSE Database. The FMI codes shall identify the failure cause, sub-system part(s) consumed in the repair, and detailed resolution or action code(s) that would restore the TSE to operational condition. The Maintenance Contractor shall submit the proposed FMI codes to TSA for approval prior to implementation. The Maintenance Contractor shall ensure only the approved FMI codes are used in maintenance reporting.

The Maintenance Contractor shall supply the TSRC with a list of standardized problem codes, definitions, and priority ratings for trouble ticket generation and apply the codes in a consistent manner.

The Maintenance Contractor shall develop and deliver the FMI codes in a similar format to *Attachment C: Failure Mode Indicator Codes*. The FMI codes shall be reviewed and updated at a minimum semi-annually. If the FMI codes are updated, the revised data item shall be submitted within 15 business days from end of review. If no update is required, then the Maintenance Contractor shall notify TSA the date the review was completed.

4.12. Disposal

4.12.1. Waste Disposal

The Donor shall ensure the Maintenance Contractor implements the proper disposal of any and all equipment or components removed during preventive and corrective maintenance. With the exception of property with a TSA property barcode, all replaced parts that have been removed from TSA screening equipment become property of the Maintenance Contractor and the Maintenance Contractor is responsible for removing said parts from the site. The Maintenance Contractor shall provide all labor, materials, equipment, and coordination of logistics activities to load, transport, and off-load waste materials. The waste materials must be properly packaged, crated, and prepared for shipment.

The Maintenance Contractor should, when practicable, take full advantage of reuse, reutilize, and recycle options as the first method of disposition or disposal. The Maintenance Contractor shall properly dispose of any and all hazardous waste resulting from a maintenance action (e.g., lead curtains, batteries, etc.) in accordance with and as defined by 40 CFR Parts 260, 261, and 263. TSA reserves the right to direct the Maintenance Contractor to an alternate disposition of removed equipment and components.

4.12.2. Hard Drive Sanitization

TSA information technology assets, including computers, hard drives (including magnetic and solid-state), and media with persistent memory that contain SSI and are determined to be beyond repair capability at the unit location shall be shipped back to the Maintenance Contractor's TSA authorized facility for disposal.

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The item shall be shipped via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) and packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) in accordance with *Attachment 1* of TSA Management Directive (MD) 1400.3, TSA IT Security Handbook (available from TSA upon request). The Maintenance Contractor shall comply with all data disposition requirements stated in the TSA IT Security Policy Handbook, applicable Technical Standards and TSA MD 3700.4, Handling Sensitive Personally Identifiable Information.

Hard drives that are determined to be beyond repair capability or refurbishment (on-site or at the Maintenance Contractor’s depot facility) shall be sanitized of SSI data by TSA at the TSA Springfield Warehouse. The Donor shall ensure the Maintenance Contractor completes Sections I, II and III of the TSA Form 1412 TSA Media Sanitization Certificate dated April 2009, *Attachment G* for each hard drive and shall email it to the APM APO at CtoPropertyManagement@dhs.gov. The Maintenance Contractor shall ship the inoperable hard drives, with a copy of the completed and signed TSA Form 1412, via any traceable means (i.e., tracking number) through a mail or parcel carrier (e.g., U.S. Postal Service, Federal Express) packaged in a way that does not disclose its contents or the fact that it contains sensitive information (double-wrapped in a non-opaque wrapper) to the address below:

*TSA Springfield Warehouse
 ATTN: Sammy Rodriguez/Jon Dixon
 6810 Loisdale Rd
 Building A, Door 17
 Springfield, VA 22150*

4.13. Maintenance Services Service Level Agreement Performance Requirements.

This section provides top level performance measures and supporting metrics for this agreement. Time Points (T-Values) and low level metrics (M-Values) identified in the *Attachment D: TSE Database* for each maintenance action shall be documented in accordance with *Attachment B: TSE Metrics Terms and Definitions & RMA Metrics*. These T-Values and M-Values shall be used in calculating SLA performance metrics in accordance with *Attachment E: ILS Service Level Agreement Performance Metrics*.

4.13.1. Operational Availability (Ao).

Ao is the percentage of airport operating hours a TSA system is available to perform its required mission. Ao shall be measured by ‘airport-technology’ monthly. The Donor shall ensure the Maintenance Contractor provides maintenance services for fielded TSE to meet or exceed the following Ao requirement.

Operational Availability Requirement	SLA	Required Ao
Ao for each technology at each airport, measured monthly	SLA1	98.0% or higher

4.13.2. Technician Availability.

The Donor shall ensure the Maintenance Contractor provides trained and certified FSTs who have successfully passed training by the OEM or TSA on the fundamentals of safety, functional operation,

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maintenance and repair on specific TSE and associated peripheral equipment to support the Ao requirements described above. Technicians shall be located within reasonable proximity to the airport.

4.13.3. Reliability, Maintainability, and Availability Metrics.

Attachment B: TSE Metrics Terms and Definitions & RMA Metrics and *Attachment E: ILS Service Level Agreement Performance Metrics* define and describe the TSE RMA metrics that TSA uses to monitor TSE performance. The Donor shall ensure the Maintenance Contractor uses *Attachments B and E* to calculate all TSE RMA metrics for each fielded TSE technology/model at each site, the cumulative metrics for each supported technology/model by each category of airport, and the cumulative for each supported technology/model across all sites.

The TSE RMA metrics shall be reported monthly through the last day of each month in a format similar to *Attachment F: TSE RMA Metrics Report*. Monthly submissions shall be delivered by the 10th calendar day of the month following the monthly reporting period. If the 10th calendar day of the month falls on a weekend or observed federal holiday, the submission is due the next weekday. As this is operational information, it will not be due until the 10th calendar day following the first full month of operations. TSA will determine the method of submission, e.g., password protected website, email, disk, etc. All reported metrics shall be reported for the month in which they are incurred.

The Maintenance Contractor shall also deliver T-values or time points and other required data which TSA uses to validate all metrics in a format similar to *Attachment D: TSE Database*. Monthly submissions shall be delivered by the 5th calendar day of each month. If the 5th calendar day of the month falls on a weekend or observed federal holiday, the submission is due the next weekday. As this is an operational information, it will not be due until the 5th calendar day following the first full month of operations. TSA will determine the method of submission, e.g., password protected website, email, disk, etc. All reported metrics shall be reported for the month in which they are incurred.

4.14. Transportation Security Equipment Database.

The Donor shall ensure the Maintenance Contractor establishes and maintains a TSE Database which:

- Includes the entire inventory of fielded TSE maintained under contract with this Donor and which will be the basis for computation of performance metrics.
- Uniquely identifies each TSE by OEM, model, serial number, and barcode number; the Maintenance Contractor shall use TSA GPM conventions (e.g., no prefixes or suffixes on serial numbers or barcodes).
- Includes information on all accumulating Radiation, PM and CM actions.
- Includes PM start time (at the machine) and stop time (when the Field Service Technician is finished) for every unit so TSA can monitor the average PM duration time.
- Includes RMA metrics data (high and low level) and provides the full maintenance and performance history.
- Reflects all time values reported in local airport location time.
- Provides TSA with access and data rights to all data collected.
- Ensures FMI codes are in a standard format and used in a consistent manner.
- Includes parts replaced data.

The Maintenance Contractor shall deliver an extract of the TSE Database each month in a similar format to *Attachment D: TSE Database*.

5. Data Rights

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The software Products associated with the donated Capability have been commercially developed, at private expense, and Donor has acquired a commercial license to use the software Products involved. This license shall transition to the TSA (as a third-party beneficiary) by way of the transfer of ownership of the Capability and associated Products to the TSA. Donor agrees to the allocation of data rights between TSA and the Contractor in accordance with Federal Acquisition Regulation (FAR) 52.227-14, Rights in Data – General.

5.1. Release and use restrictions

Except as otherwise specifically provided for in this Agreement, Donor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this Agreement, nor authorize others to do so, without written permission of the TSA.

5.2. Indemnity

Donor shall indemnify the TSA and its officers, agents, and employees acting for the TSA against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the TSA provides notice to Donor as soon as practical of any claim or suit, affords Donor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains Donor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to Donor by the TSA and incorporated in data to which this clause applies.

6. Patent Indemnity

Donor shall indemnify the TSA and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. § 181) arising from Donor's procurement of the Capabilities, the performance of services, such as the installation, alteration, modification, or repair of the Capabilities, or from the use or disposal of the Capabilities or other TSE.

7. Sensitive Information Access, Protection, and Handling; Access to TSA Facilities, Information, and Systems

(a) Sensitive Security Information (SSI) shall be protected in accordance with the TSA *SSI Policies and Procedures (P&P) Handbook*. This SSI Handbook expands on the SSI Regulation (49 C.F.R. Part 1520, Protection of SSI); Department of Homeland Security (DHS) MD 11056.1, Sensitive Security Information; DHS MD 11042.1, Safeguarding Sensitive but Unclassified (For Official Use Only) Information; and TSA MD 2810.1, SSI Program. 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.

(b) The SSI Handbook contains policies and procedures on how to properly identify, mark, handle, protect, disclose, and destroy SSI. This Handbook covers many media that may contain SSI, including hard copy (paper), soft copy (electronic), magnetic, CDs and DVDs, video, and other types of media (written and spoken). Only covered persons with a need-to-know shall have access to sensitive information. To the extent that the Donor, the OEM, and contractor personnel are covered persons who may require access to SSI on a need-to-know basis in support of a donation, they are covered persons and subject to TSA SSI regulations at 49 CFR part 1520. In such instances, you are required to ensure the appropriate handling, storage, and protection requirements and limitations on further dissemination, as stated in this provision, until such time as the donation is completed.

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(c) All TSA data must be encrypted and protected when stored on Donor equipment, such as removable media (e.g., disks or CDs) or portable drives (e.g., external drives or USB flash drives). Personnel must not open, view, process, download or store SSI on personal devices, including personal computers, smart or cellular phones, or other personal devices. SSI data handling standards require use of least-privileges access only to those who need-to-know in performance of the work detailed herein. See the SSI Handbook for additional information.

(d) Packaging & Delivering SSI: When personnel need to hand-deliver SSI, send it through the mail, or carry it from one location to another, they must follow SSI handling procedures in order to minimize the risk of loss or improper disclosure. While packaging records containing SSI, personnel must ensure that the records are properly marked. See the SSI Handbook for additional information.

(e) For disposition of SSI information, personnel must conduct proper sanitization and disposition of media used to process SSI as it is critical to ensuring confidentiality. Printing, scanning, and copying devices typically contain persistent memory such as hard drives or internal flash memory to store data. TSA and DHS disposition requirements prohibit this media from leaving the facility and require that it be destroyed on-site. All associated sanitization and disposition of media used to process SSI shall be consistent with SSI Handbook Section 6.2.

(f) Access to TSA Facilities, Information and/or Systems: The Donor and its contractor personnel who seek access to TSA facilities, information, and/or systems for the installation, acceptance testing, and maintenance of Capabilities intended to be used by and donated to TSA pursuant to this MOU are subject to a fitness determination. This determination is designed to assess whether the Donor/contractor personnel's initial or continued access to TSA facilities, information, and/or systems on matters related to the installation, acceptance testing, and maintenance of the Capabilities protects or promotes the efficiency of TSA.

TSA, by and through the Law Enforcement/Federal Air Marshal Service's Personnel Security Section (PerSec), has determined the need for certain personnel supporting this MOU/T&C to be successfully vetted by means of a Tier 2 level investigation for Field Service Technicians and a Tier 4 level investigation for program managers and supervisors. It is the Donor's responsibility to ensure that applicable donor and contractor personnel, who are employed to carry out various Donor responsibilities under this MOU, are vetted for this work.

8. Applicable Law

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that all claims, demands, complaints and disputes involving the TSA or any other agency, instrumentality of department of the Federal government of the United States in connection with this Agreement will be subject to the Contract Disputes Act (41 U.S.C. §§ 601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674- 2680), as applicable, or other applicable Federal governing authority.

9. Attachments

9.1. Attachment A: Radiation Survey and Radioactive Leak Test Record Submittal

9.2. Attachment B: TSE Metrics Terms and Definitions & RMA Metrics

9.3. Attachment C: Failure Mode Indicator Codes

9.4. Attachment D: TSE Database

9.5. Attachment E: ILS Service Level Agreement Performance Metrics

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- 9.6. Attachment F: TSE RMA Metrics Report
- 9.7. Attachment G: TSA Media Sanitization Certificate
- 9.8. Attachment H: Cybersecurity Policy for TSE Donations