

AWARD/CONTRACT		1. THIS CONTRACT IS A RAT ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 37			
2. CONTRACT NUMBER DTFA01-00-C-00038		3. EFFECTIVE DATE See Block 20C.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0002454				
ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 8)		CODE			
Federal Aviation Administration 800 Independence Avenue, S.W. Washington, DC 20591 ASU-360, Kimberley Branch							
7. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State and ZIP Code) Heimann Systems Corp. 30 Hook Mountain Road Pine Brook, NJ 07058		8. DELIVERY FOB ORIGIN OTHER (See below)					
		9. DISCOUNT FOR PROMPT PAYMENT NONE					
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE		ITEM Section G			
CODE	FACILITY CODE						
11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY					
		FEDERAL AVIATION ADMINISTRATION ATTN: AFM-222 800 INDEPENDENCE AVE., S.W. WASHINGTON, DC 20591					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: FAAMS 3.2.2.4.1.2, P.L.104-50, 109 Stat 436, P.L. 104-264, P.L. 104-265, 110 Stat 2951		14. ACCOUNTING AND APPROPRIATION DATA See Section G					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE			
	Clauses B.1 through B.4						
				15F. AMOUNT			
15G. TOTAL AMOUNT OF CONTRACT				\$-0-			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) Cherif Rizkalla President & CEO			20A. NAME OF CONTRACTING OFFICER KIMBERLEY T. BRANCH CONTRACTING OFFICER, ASU-360				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED		
 (Signature of person authorized to sign)		APR 7 2000	BY  (Signature of Contracting Officer)		APR 19 2000		

**PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST**

B.1 DESCRIPTION OF SERVICES

The contractor will provide Threat Image Projection (TIP) Ready X-Ray systems, as provided in the schedule herein.

B.2 INDEFINITE QUANTITY CONTRACT – MINIMUM AND MAXIMUM AMOUNT

During the period of performance of this contract, the Government shall provide to the Contractor one or more delivery orders. The minimum price of the delivery orders shall be at least **\$ 4,482,432.00** (cost of minimum quantities exclusive of options and T&M orders) when all orders are added together. The maximum ceiling price for all orders established under this contract shall not exceed **\$ 31,129,532.00** (exclusive of options), unless the contract is modified by the Contracting Officer. The government is not obligated to order more than the minimum stated amount under this contract. All orders placed under this contract are cumulative.

The minimum quantity requirement under this contract is quantity 100 of CLIN 0001. The maximum quantity that may be required under this contract is quantity of 800 of CLIN 0001 and CLIN 0002 combined.

B.2.a INDEFINITE DELIVERY/INDEFINATE QUANTITY

(Effective Ordering Period - Date of Contract Award through 24 Calendar Months after Contract Award)

ITEM NO. SUPPLY/SERVICE

**0001 TRX for Carry On Baggage
(See SOW 3.1)**

Make & Model	Price Break	Unit Price Year 1	Unit Price Year 2
6040i Aviation Unit Includes: Hi-Tip, extended main conveyor, tunnel extensions, input-output roller tables, operator presence device, all standard software features, 17" monitor.	001 - 100	\$ 42,898.00	\$ 42,898.00
	101 - 200	\$ 42,013.00	\$ 42,013.00
	201 - 300	\$ 40,687.00	\$ 40,687.00
	301 - 400	\$ 39,802.00	\$ 39,802.00
	401 - 600	\$ 38,918.00	\$ 38,918.00
	601 - 800	\$ 38,033.00	\$ 38,033.00

**0002 TRX for Carry-On Baggage
(See SOW 3.1)**

Make & Model	Price Break	Unit Price Year 1	Unit Price Year 2
7555i Aviation Unit Includes: Hi-Tip, extended main conveyor, tunnel extensions, input-output roller tables, operator presence device, all standard software features, 17" monitor.	001 - 100	\$ 44,614.00	\$ 44,614.00
	101 - 200	\$ 43,694.00	\$ 43,694.00
	201 - 300	\$ 42,314.00	\$ 42,314.00
	301 - 400	\$ 41,394.00	\$ 41,394.00
	401 - 600	\$ 40,475.00	\$ 40,475.00
	601 - 800	\$ 39,554.00	\$ 39,554.00

0003 TRX for Checked Baggage

Make & Model	Price Break	Unit Price Year 1	Unit Price Year 2
9075 Includes: Hi-Tip, Input-output roller tables, control desk, 17" monitor, operator presence device.	001 – 100	\$ 49,470.00	\$ 49,470.00
	101 – 200	\$ 48,450.00	\$ 48,450.00
	201 – 300	\$ 46,920.00	\$ 46,920.00
	301 – 400	\$ 45,900.00	\$ 45,900.00
	401 – 600	\$ 44,880.00	\$ 44,880.00
	601 – 800	\$ 43,860.00	\$ 43,860.00

0003 TRX Equipment Options
(Please complete Attachment J-10)

0004 Contract Data Requirements List (CDRLs)

DESCRIPTION	Unit	Estimated Quantity	Unit Price Year One	Unit Price Year Two
CDRLS	Each	NSP ¹	NSP	NSP

B.2.b. Time and Materials CLIN – CLIN 0005

The contractor shall, when so ordered by the Government, provide the necessary management, labor, facilities, materials and supplies to perform tasks as stated in individual Delivery Orders (D.O.). Each D.O. will be issued pursuant to and within the scope of the Section C, Statement of Work. The contractor on a Time and Materials basis shall provide the labor hours for this contract below with Fixed Labor Rates. The contractor will be reimbursed for all allowable and allocable costs for Materials and Travel, burdened with G&A, if applicable. Each D.O. will identify the task to be accomplished, period of performance, estimated labor hours (by labor mix), and estimated material and travel costs. No fee will be paid on costs for Materials and Travel.

FULLY BURDENED DIRECT LABOR RATES

The labor rates listed below are fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate Escalation charges. These rates shall apply for the twelve-month period commencing with the date the contract is awarded by the Government. The rates shall be used when billing the FAA for delivery orders issued under CLIN 0005 during the applicable twelve-month period. The contractor shall submit an invoice for only the time of the personnel whose services are applied directly to the work called for in each individual Delivery Order and accepted by the Contracting Officer's Technical Representative (COTR). The Government shall pay the Contractor for a Delivery Order at rates in effect in the contract for the contract period when the Delivery Order was issued. The Contractor shall maintain time and labor distribution records for all employees who worked under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

¹ NSP =Not Separately Priced

TIME AND MATERIALS

(Effective Ordering Period - Date of Contract Award through 24 Calendar Months after Contract Award)

ITEM NO. SUPPLY/SERVICE

0005 Time and Materials

SOW Reference	Labor Category(s)	Hours (per labor category)	Rate – Year 1 (per labor category)	Rate – Year 2 (per labor category)
SOW 3.1.2.1 TIP Networking, also see Attachment J-9	See Attachment J-11			
SOW 3.1.2.2 Formal Training	See Attachment J-11			
SOW 3.1.2.3 TIP Library Development	See Attachment J-11			
Other Direct Costs (ODCs)²	Description	Rate (unit cost)	Total Estimate (Not to Exceed)	
→ ATTACH. J.9 Travel, see Section F.9; Materials Shipping Other ODCs (allowable and allocable to the contract Total ODCs				

² ODCs include shipping, travel, approved material charges, and other pre-approved allowable, allocable charges, excluding profit/fee.

PART I - SECTION C
SCOPE OF WORK

SEE ATTACHMENT J-1

**SECTION D
PACKAGING AND MARKING**

D.1 3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

(End of provision)

D.2 PREPARATION FOR DELIVERY

(a) Packaging Requirements

All equipment and components shipped to the sites shall be packaged and marked in accordance with ASTM-D-3951, Standard Practice for Commercial Packaging. Exchange and Repair (E&R) items shall be packaged in reusable type containers to facilitate round trip shipments between facilities and the repair source.

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

(b) Storage Requirements

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

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

(d) All deliverables shall cite the Federal Aviation Administration as the contracting agency, and shall be clearly marked with the contract number, and the specific delivery order number when appropriate.

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**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (AUGUST 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

(End of provision)

E.1.1 FAA Acquisition Management System Clauses by reference:

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-16 Responsibility For Supplies (April 1996)

3.10.4-17 YEAR 2000 Warranty--Commercial Supply Items (November 1997)

3.10.4-18 YEAR 2000 Warranty--Non-Commercial Supply Items (November 1997)

E.1.2 FAA Acquisition Management System Clauses full text:

3.10.4-13 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (APRIL 1996)

(a) The Contractor shall comply with the standard(s) titled ANSI/ISO/ASQC Q9001-1994 AMERICAN NATIONAL STANDARD Quality Systems--Model for Quality Assurance in Design, Development, Production, Installation, and Servicing, and ANSI/ISO/ASQC Q9000-3-1997 AMERICAN NATIONAL STANDARD Quality Management and Quality Assurance Standards--Guidelines for the Application of ANSI/ISO/ASQC Q9001 to the Development, Supply, and Maintenance of Software, which is hereby incorporated into this contract.

(b) The Contractor shall establish and maintain a Quality System in accordance with the above referenced standard(s) and the contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP shall describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note; Formal third-party ISO 9000 registration is not required. Formal third-party ISO 9000 registration does not relieve the contractor from the requirements of submitting a QSP.)

(c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard(s), the applicable ANSI/ISO/ASQC documents shall control.

(d) Calibration systems and measuring and test equipment shall be controlled in accordance with MIL-STD-45662, ISO 10012, or equivalent.

(e) Government Furnished Property shall be controlled to assure acceptability upon receipt, preclude degradation, damage or misuse during storage, use or test, and assure proper final disposition in accordance with the contract.

(f) Site installation activities, maintenance, and support services shall be controlled in accordance with contract requirements.

(End of clause)

E.1.3 -14 ASSIGNMENT OF QUALITY RELIABILITY OFFICER (QRO) (APRIL 1996)

The following provisions are a part of this contract.

(a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality System Plan (QSP) (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

(b) Prior to shipment thereof, the Contractor shall submit to the QRO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QRO to be nonconforming shall be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, shall be submitted to the QRO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government shall occur at destination.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QRO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.

(d) The Contractor shall provide appropriate office space for the QRO and his/her staff for the performance of Government evaluations and administrative functions. The office area shall be secure to accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, typewriters and chairs, all in good repair, and other miscellaneous office equipment, as required, shall be supplied by the Contractor. The Contractor shall provide secretarial help, as required by the QRO, for typing documents related to the contract. A telephone shall be provided to each desk, with no less than one line per two QRO staff members. The cost of long distance calls placed by the QRO staff will be borne by the Government. The contractor shall provide parking space to the extent available. In the event a change in location of the QRO staff is required, Contractor/QRO coordination will take place in order to facilitate Government planning and implementation of a smooth transition.

(e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor shall notify the designated resident QRO in writing within 2 workdays (7 workdays if there is not a resident FAA QRO) of the time (1) when contractor inspection or tests will be performed in accordance with the conditions of the contract and (2) when the supplies or services performed will be ready for government inspection.

(End of clause)

E.2 POINTS OF INSPECTION AND ACCEPTANCE

E.2.1 Supplies and/or services specified for delivery in Part I-Section F, DELIVERY OR PERFORMANCE, of this Contract shall be inspected and accepted at location specified in Section F.

E.2.2 All deliverables under this Contract shall be subject to review and inspection by the Contracting Officer's QRO, specified in Section G.

E.2.3 Inspection, review and approval of deliverables or associated services prior to final acceptance shall not be construed as assurance of acceptance of the finished product.

E.2.4 Unless otherwise specifically provided in this contract, the Contracting Officer shall be the person authorized to make final Government acceptance of all deliverables called for in the CDRLs and all reviews specified in the SOW. Final acceptance of all deliverable items shall be made, in writing, by the FAA Contracting Officer or designee.

E.3 INSPECTION AND ACCEPTANCE

E.3.1 PRELIMINARY INSPECTION AND ACCEPTANCE. Inspection and test associated with preliminary government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements shall be performed by the contractor at the contractor's facility and shall be witnessed by the FAA QRO.

Preliminary Government acceptance of systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements consists of satisfactory completion of all required factory inspections and tests. Preliminary acceptance shall be made at the contractor's facility by the FAA QRO on Form FAA-256, Inspection Report of Material and/or Services.

E.3.2 FINAL INSPECTION AND ACCEPTANCE. The Government shall perform final inspection and acceptance on all systems components and aggregates, including all hardware/equipment, along with all software, firmware and interface requirements under Part I-Section F, Delivery or Performance of this contract including installation services. Final acceptance consists of satisfactory completion of all inspections and test associated with the delivered items. Final acceptance shall be made by the Contracting Officer or designated representative on Form FAA-256, Inspection Report of Material and/or Services.

E.4. DEVIATIONS AND WAIVERS

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

The QRO has the authority to approve minor deviations and waivers affecting a Contract End Item if so designated by the Contracting Officer. A minor deviation or waiver is one which does not adversely affect safety, durability, reliability, performance, interchangeability of parts or assemblies, or any

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

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**PART I - SECTION F
DELIVERIES OR PERFORMANCE**

F.1 3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

(End of provision)

3.10.1-8	Suspension of Work	August 1998
3.10.1-9	Stop Work	October 1996
3.10.1-11	Government Delay of Work	April 1996
3.11-34	F.O.B. Destination	April 1999

F.2 TERM OF CONTRACT

The ordering period for this contract is date of contract award through [REDACTED] thereafter. b4

F.3 TRANSPORTATION

The Contractor shall make all arrangements for transportation.

F.4 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates difficulty in complying with any delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.5 3.2.4-20 Indefinite Quantity (July 1996)

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

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

services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2002.

(End of clause)

F.6 3.2.4-32 Option for Increased Quantity (April 1996)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to the last scheduled delivery under the contract. Delivery of the added items shall continue at the rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

F.7 3.2.4-33 Option for Increased Quantity--Separately Priced Line Item (April 1996)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to the last scheduled delivery under the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

F.8 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days before the contract expires; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not



by

(End of clause)

F.9 PLACE OF PERFORMANCE

- a. The following chart lists all of the sites that may require equipment delivery and installation under this contract. Individual Delivery Orders will specify the equipment, site, and installation requirements.
- b. Contract Data Requirements Lists (CDRLs) will specify delivery requirements therein.

PLACE OF DELIVERY/SITE	Estimated Qty	TIME OF DELIVERY	PLACE OF ACCEPTANCE
JFK/TBD	1	10	Site
IAD/TBD	1	10	Site
DCA/TBD	1	10	Site
ATL/TBD	1	10	Site
LAX/TBD	1	10	Site
ORD/TBD	1	10	Site
MIA/TBD	1	10	Site
SFO/TBD	1	10	Site
SEA/NWA	3	4 WACA	Site
HNL/TBD	1	10	Site
DFW/TBD	1	10	Site
BWI/Delta	4	4 WACA	Site
BOS/AAL	2	4 WACA	Site
STL/TBD	1	10	Site
SJU/TBD	1	10	Site
DEN/TBD	1	10	Site
MCO/TBD	1	10	Site
IAH/TBD	1	10	Site
WJHTC/FACI	1	4 WACA	Site
WJHTC/TBD	1	2 WACA	Site

The place of delivery listed is all CAT X sites that may be specified in individual delivery orders under this contract. The sites named above apply to the initial 10 units to be ordered soon after contract award by delivery order. This information is provided for planning purposes. The initial delivery order will contain the funding for the listed sites, and additional technical direction.

DARO = Days After Receipt of Delivery Order
WACA = Weeks After Contract Award

**SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract shall not be reimbursed by the Government. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.2 CONTRACT ADMINISTRATION REPRESENTATIVES

(a) All correspondence regarding contract administration should be addressed to the Contracting Officer.

(b) The Contractor is here advised that only the Contracting Officer can change or modify the terms of this contract or take any other action which obligates the Government and only when such action is set forth in a formal modification to the contract.

(c) The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract.

FAA Contracting Officer:

Kimberley T. Branch
Contracting Officer, ASU-360
Federal Aviation Administration
590 Herndon Parkway, Suite 120
Herndon, VA 20170
Telephone Number: (703) 707-5655
Fax Number: (703) 707-5675

G.3 CONTRACTOR CONTACTS FOR POST-AWARD ADMINISTRATION

(a) Contracting Officer:

Mark Laustra

(b) Program Manager: (if different from G.3(a))

G.4 CONTRACTING OFFICER'S SUPPORT PERSONNEL

(a) The Contracting Officer may designate certain individuals to assist in the administration of this contract.

(b) The authority of the designee(s) shall be delineated in a written designation signed by the Contracting Officer. In no event shall the designee(s) be empowered to change the contract scope of work, the price, or the delivery schedule.

(c) The Contracting Officer shall immediately be contacted for clarification if a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

G.5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) Work performed under this contract shall be subject to the technical direction from the following FAA Contracting Officer's Technical Representative (COTR):

Keith Goll, AAR-600
Contracting Officer's Technical Representative,
Federal Aviation Administration
590 Herndon Parkway, Suite 120
Herndon, VA 20170
Telephone Number: (703) 707-5640

(b) The TO shall be officially assigned by separate correspondence upon the award of this contract. This correspondence will give the TO authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type actions within the purview of the TO's authority are to assure that the contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his purview; to issue written interpretations of technical requirements of Government requirements; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed.

(1) The TO is not authorized to change any of the terms and conditions of this contract. Changes in the scope of work will be made only by the Contracting Officer by properly signed written modification to the contract.

(2) The TO is not authorized to redelegate his/her authority.

(3) The TO is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreements, or purchase orders, to place calls or Delivery, Task Orders under basic agreements, basic ordering agreements, or indefinite delivery type contracts.

G.6 QUALITY & RELIABILITY OFFICER

Mark Little
 Quality Reliability Officer, ASU-200
 Federal Aviation Administration
 590 Herndon Parkway, Suite 120
 Herndon, VA 20170
 Telephone Number: (703) 707-5636

G.7 INTERPRETATION OR MODIFICATION

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect any provision of this Contract.

G.8 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- (a) Correspondence Preparation: All correspondence shall contain a subject line, commencing with the contract number.
- (b) Technical Correspondence of a routine nature: shall be addressed to the designated Technical Officer with an information copy of the correspondence to the Contracting Officer.
- (c) Other correspondence including technical correspondence where patent or technical data issues (if any) are involved, and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms or conditions, etc., shall be addressed to the Contracting Officer, with an information copy of the correspondence to the TO.
- (d) Invoices shall be submitted in accordance with clause G.10 "SUBMISSION OF CONTRACTOR BILLINGS".
- (e) All correspondence regarding contract administration shall be addressed in accordance with this clause, unless otherwise requested by the Contracting Officer.

G.9 SUBMISSION OF CONTRACTOR BILLING

The Contractor shall submit all request for payments under this contract as shown below on Standard Form 1034 (or superseding issue), together with Contractor's regular invoice. Distribution of all copies shall be concurrent. Unless otherwise indicated, the common street address for all destinations is: Federal Aviation Administration, 800 Independence Avenue, S.W., Washington, D.C. 20591.

<u>No. of Copies</u>	<u>Destination</u>
Original & 2	Accounts Payable Branch, AFM-222
1	Contracting Officer, ASU-360 See G.2
1	Contracting Officer's Technical Representative, AAR-600 See G.5
1	Quality & Reliability Officer, ASU-200 See G.6

G.10 ACCOUNTING AND APPROPRIATION DATA

PR No.: TO BE INSERTED ON INDIVIDUAL DELIVERY ORDERS

<u>Acct</u>	<u>Region</u>	<u>Appr</u>	<u>Lim</u>	<u>CCntr</u>	<u>Progel</u>	<u>Objc</u>	<u>Project#</u>	<u>Acct Total</u>
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TO BE INSERTED ON INDIVIDUAL DELIVERY ORDERS

G.11 3.3.1-17 PROMPT PAYMENT (OCTOBER 3, 1996)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through

(a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office.

Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
- (viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be as specified in the "Interest" clause. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in

accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing payments.

(1) For purposes of this clause, contract-financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

G.12 3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the

Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or

contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from

requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(End of clause)

Bank:



b4
b6

Bank Manager:



Account #:
ABA #:



G.13 3.3.1-27 Invoices for Equipment Delivered (March 1997)

(a) The contractor shall submit a copy of FAA Form 4500-1, Project Materiel Shipping and Receiving with invoices submitted to the FAA for payment of equipment previously delivered to the FAA. Further, the contractor's invoice shall indicate the appropriate Contract Line Item number (CLIN) and, when applicable, the sub-CLIN under which each piece of equipment was ordered.

(b) In addition, for each piece of equipment previously delivered, the contractor shall list the price according to each CLIN or sub-CLIN, and indicate the corresponding Form 4500-1 outgoing number.

(c) If the contractor fails to submit the FAA Form 4500-1, or fails to submit the form in the format required by this clause, payment may be delayed.

(End of Clause)

SECTION H SPECIAL CONTRACT PROVISIONS

H.1 ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the Specifications); (b) Representations and Other Instructions; (c) Contract Clauses; (d) Other Documents, Exhibits, and Attachments, and (e) the Specifications.

This contract is established under the Threat Image Projection (TIP) Ready X-Ray procurement Qualified Vendors List (QVL). Proposals, documentation, and other information obtained under solicitation no. DTFA01-99-R-12345(a) to establish the QVL are incorporated as part of the contract file. Documents specifically relating to contract requirements are contained in appropriate Attachments.

H.2 REPRESENTATIONS AND CERTIFICATIONS

"Representations, Certifications, and Other Statements of Offerors" (as executed by the Contractor and included in its response to the Government's Request for Proposal), shall be deemed to be incorporated herein by reference and made a part hereof.

H.3 CONTRACTOR WORK AND MANAGEMENT

All work shall be performed and managed in a skillful, efficient, and professional manner. Phasing, scheduling, and planning of work in order to meet all requirements within the established delivery schedule is the sole responsibility of the Contractor.

H.4 WARRANTY

The warranty for this equipment is included in Attachment J-4 Manufacturer's Warranty.

H.5 3.2.4-16 ORDERING (OCTOBER, 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through April 14, 2002.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. Orders issued orally must be confirmed in writing within five (5) business days from verbal issuance.

(End of clause)

H.6 3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL, 1996)

The FAA may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under the Qualified Vendors List (QVL).

(End of provision)

H.7 DELIVERY ORDER PROCEDURES

Performance under this contract shall be subject to the following:

- a. The Contractor shall incur costs under this contract only in the performance of Delivery Orders (DOs) and revisions to DOs issued by the Government. No other costs are authorized without the written consent of the Contracting Officer. All orders placed under this contract are cumulative.
- b. During the course of performance of this contract, DOs will be issued in writing by the Contracting Officer and will be numbered and issued to indicate the revision sequence (the first revision to a DO will be identified as REVISION 1, etc.). The DO will contain the following information:
 1. A Delivery Order Number.
 2. A FAA point of contact/DO initiator.
 3. Accounting and appropriation data.
 4. A description of the work to be performed.
 5. The period of performance for the DO.
 6. Deliverables required by the FAA.
 7. Authorized travel.
 8. Any material or direct charges known to be required.
 9. Any Government Furnished Information (GFI) which needs to be provided.
 10. Other Administrative Data, as necessary.
- c. The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days, after receipt of each DO, a Contractor Cost Proposal. The Cost Proposal submitted shall contain the following:
 1. Proposed date of commencement of work and completion of work.
 2. Proposed equipment costs.
 3. Proposed number of direct labor hour estimates by month and labor category.
 4. Detailed travel and material estimates, with a breakout of the proposed number of trips, trip locations, duration of trips, and number of personnel per trip. Also include a breakout of the proposed materials and their respective costs.
 5. Any proposed subcontract effort including direct labor hour estimates by month and labor category.
 6. Other pertinent cost information, inter-divisional purchase, consultants, and other costs related to the DO.
 7. Estimated computer use time and associated costs, if applicable.
 8. Government Furnished Information which may be required.

8. Any other information as requested by the Contracting Officer.

The Contractor shall report on the status of the approved DO with the next monthly report called for under the DO Status Report, CDRL No. A-003 as provided in Attachment J-2.

- d. **OBLIGATING TERMS:** After issuance, the DO(s) shall become a part of this contract effective with the first day of the designated period of performance, and the parties shall be bound by the terms and conditions of the DO(s).
- e. **LIMITATIONS:**
- (1) This ordering procedure is of a lesser order of precedence than the "Limitation of Government's Obligation - Allotment of Funds," "Period of Performance," and "Delivery Order Limitations" provisions of this contract. The Contractor is not authorized to incur costs on Delivery Orders which are not in compliance with those provisions.
- (2) The FAA Contracting Officer (CO) is the only individual authorized to issue Delivery Orders (DOs), under the terms of this Contract; as such his/her signature must appear on all DOs, their revisions or their modifications.
- (3) The Contractor is not authorized to perform any work outside the scope of the DO/SOW. If the Contractor is able to justify in writing to the CO, that any DO or Letter of Technical Direction (LTD) is outside the scope of this contract, no further work shall be undertaken until the question is resolved and/or clarified by the CO in accordance with AMS 3.10.1-18 "Notification of Changes".
- f. Letters of Technical Direction (LTD) shall be issued by the Contracting Officer's Technical Representative/Alternate Contracting Officer's Technical Representative (COTR/ACOTR) to provide technical direction within the scope of the Delivery Order and SOW, as necessary.

H.8 SPECIFIC REQUIREMENTS/DO MANAGEMENT/TECHNICAL MEETINGS

- a. If deemed necessary by either party, the Contractor shall meet with the Contracting Officer's Technical Representative (COTR) or Alternate Contracting Officer's Technical Representative (ACOTR) on the effective date of each DO or anytime thereafter, to facilitate the work ordered and assure that technical direction is clear and understood. Meetings may take place at the Federal Aviation Administration, 590 Herndon Parkway, Suite 120, Herndon, VA 20170, or metropolitan satellite offices, or at the Government's discretion, at the Contractor's facilities. The purpose of this discussion may be any issue relating to the contract or any DO. Discussions may include but not be limited to, outlining guidance, approximating the skill mix, addressing the procedures for accomplishing the tasks and sub-tasks, and establishing the time schedule within the designated DO period of performance. If the Government feels the discussion is beyond clarification and refinement of existing written language, the Government may decide to confirm the results of the meeting with a LTD.
- b. If deemed necessary by the Government, the Contractor shall meet with the COTR or ACOTR on the same date of a telephonic request, initiated after the effective date of each DO issued under this contract.

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.9 NOTIFICATION REGARDING PROBLEMS

If at any time during the performance of this contract problems should arise which will have an adverse impact on timely performance by the Contractor or affect the contract price, the Contractor is required to immediately notify the Contracting Officer.

H.10 Qualification of Personnel for CLIN 0005

a. Minimum qualifications for labor categories are described in Attachment J-11. It is not expected that a single employee have experience and knowledge of all areas listed. However, the contractor shall provide personnel with experience and knowledge listed for the labor category commensurate with the requirements of the delivery order as determined by the COTR

b. The Government reserves the right to review resumes of personnel to ensure that personnel assigned to a delivery order meet the minimum requirements for the labor category and skill level specified in the delivery order. Final determination rests with the COTR. The contractor shall be responsible for assigning its personnel, but may be requested to remove an employee from performance (1) if the COTR determines a person is not qualified for the labor category and skill level proposed, (2) during performance the employee proves unable to perform the requirements of the task, or (3) the employee poses a threat to the life and safety of other personnel or facilities or completion of Government program objectives.

H.11 3.8.2-17 Key Personnel and Facilities (July 1996)

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

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Key Personnel

Facilities

Program Manager, as identified in
Section G.3.(b)

[List key personnel and/or facilities]

(End of clause)

H.12 Dissemination of Contract Information

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

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

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

H.13 Subcontracting Plan

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN.

The Contractor's Small Business and Small Disadvantaged Subcontracting Plan, dated _____, and approved under the QVL (Solicitation No. DTFA01-99-R-12345(a)) is incorporated into and made a part of this contract.

H.14 Contractor Non-Compliance with Contract.

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

1. Terminating this contract, in whole or part, for convenience or default;
2. Withholding payments;
3. Initiating suspension or debarment action against the Contractor; and
4. Initiating other action, as appropriate.

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

H.15 Ethical Behavior

Notwithstanding the Contractor's obligation to comply with all requirements, terms and conditions contained in this contract, the Contractor is encouraged to conduct an ongoing program to ensure its and subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner.

H.16 Subcontracts

The Contractor shall ensure all subcontracts awarded under this contract incorporate all clauses and provisions required by this contract, including applicable Section K "Representations and Certifications". The Contractor shall only invoice for work completed by subcontractors and make payments to subcontractors in a manner consistent with or more expeditious than the Government's requirement for prompt payment. If the Contractor fails to comply with this procedure, it will be proceeding at its own risk and may result in this contract subsequently being terminated.

H.17 Testing and Evaluation Fee for Services

The Security Equipment Integrated Product Team (SEIPT) reserves the right to charge a fee for the performance of testing services. The assessed fee will be consistent with the Government cost to use agency resources and facilities to accomplish testing, evaluation, and related activities. This fee-for-service includes, but is not limited to:

- a. Equipment testing and evaluation beyond the test(s) and evaluations scheduled in the evaluation plan during an acquisition;
- b. Testing and evaluation activities required due to contractor changes in equipment configuration that resulted from failing to meet threshold or baseline requirements during a scheduled Government test;
- c. Testing and evaluation activities required to assess equipment hardware and software if configuration changes are made by the contractor that are not in accordance with (IAW) the approved Configuration Management Plan;
- d. Testing and evaluation activities required to assess planned product improvements initiated by the contractor;
- e. Testing and evaluation activities required to assess contractor requests submitted under an Engineering Change Proposal (ECP) that are due to changes in an item of supply.

The contracting officer should provide contractors with appropriate test planning documentation, performance criteria, cost factors, and any other information necessary to justify the assessed fee-for-service. The tests will be scheduled by the Contracting Officer's Technical Representative (COTR). Testing will not take place until payment is received from the contractor.

Definitions.

"Government costs," as used in this clause, means all those agency costs that result directly from developing and implementing the test and evaluation activities, such as the cost of testing and evaluation, and all costs related to supporting test and evaluation operations, maintenance, and logistics support.

"Item of supply" for the purpose of this clause, means any individual part, component, subassembly, assembly, or subsystem integral to a system, and other property which may be replaced during the service life of the system.

(end of clause)

H. 18 3.13-6 Security Requirements (February 2000)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) classified information, (3) sensitive information, and/or resources regardless of the location where such access occurs.

(b) Consistent with Appendix 9 and 10 of FAA Order 1600.1D, the FAA Servicing Security Element (SSE) has designated risk levels for the following positions under the contract:

Position Risk Level - 5

The Contractor Program Manager (or designee) should have a security clearance at the confidential level.

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, the contractor shall submit the following documentation to the SSE for a pre-employment suitability determination.

-Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

-One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in Appendix 9 of FAA Order 1600.1D. If an employee has had a previous background investigation completed by a Federal Government entity, which meets the requirements of Chapter 7 of FAA Order 1600.1D, it shall be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth and social security number of the employee as well as the name of the investigating entity and approximate date the previous background investigation was completed.

The contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300
Office of Civil Aviation Security
800 Independence Ave. SW
Washington, D.C. 20591

Regional and Center Contracts: Not applicable.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to Section (c) of this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (b) of this Clause.

(e) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval. However, if this provision is added by modification to an existing contract, employees performing in the positions listed above may continue work on the contract pending the submittal of necessary forms, if any, and completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

(f) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the COTR on or before the fifth day following each report period: (1) A complete listing by full name in alphabetical order with the date of birth and social security number, of all contractor personnel who worked at an FAA facility anytime during the report month (date of birth and social security number shall be omitted from CO and COTR copies of report(s)). Also, include those employees on furlough or not working at a FAA facility who still hold the FAA facility's keys or badges. (2) The list shall show the shift(s) worked by that person and FAA facility location of that person's work site (i.e., building, room, area, etc.).

(g) The Contractor shall notify the SSE within one (1) day after any employee identified pursuant to Section (b) of this Clause is terminated from employment.

(h) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including fingerprinting) deemed necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(i) Failure to submit information required by this clause within the time required is a material breach of the contract.

(j) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(k) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access as stated in paragraph (a).

(End of Clause)

**PART II - SECTION I
CONTRACT CLAUSES**

I.1 3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

(End of provision)

3.2.2.3-1 False Statements in Offers (April 1996)

3.2.2.3-37 Notification of Ownership Changes (April 1996)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 1996)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.2.5-11 Drug Free Workplace (April 1996)

3.3.1-12 Limitation of Cost (April 1996)

3.3.1-15 Assignment of Claims (April 1996)

3.3.1-25 Mandatory Information for Electronic Funds Transfer Payment (October 1996)

3.4.2-10 State and Local Taxes--Indefinite Delivery Contracts for Leased Equipment (April 1996)

3.6.1-11 Mentor Requirements and Evaluation (January 1999)

3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)

3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (November 1997)

3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)

3.6.2-13 Affirmative Action for Handicapped Workers (January 1998)

3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)

3.6.3-1 Clean Air and Water Certification (April 1996)

3.6.3-2 Clean Air and Clean Water (April 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

3.8.2-9 Site Visit (April 1996)

3.10.1-7 Bankruptcy (April 1996)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-12 Changes--Fixed-Price (April 1996)

3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)

3.10.2-5 Competition in Subcontracting (January 1998)

3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)

3.10.3-10 Management of Government Property in Contractor's Possession (December 1997)

3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)

3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)

3.13-2 Security Requirements (April 1996)

I.2 3.9.1-1 Contract Disputes (August 1998)

(a) All contract disputes arising under or related to this contract, shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor has exhausted its administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

(b) Contract Dispute, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A contract dispute arising under a contract, unlike a contract dispute relating to that contract, is a dispute that can be resolved under a contract clause that provides for the relief sought by the contracting party seeking relief. However, a voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a contract dispute. Such submission may be converted to a contract dispute by written notice, to the Contracting Officer, that it is disputed either as to liability or amount.

(c) A contract dispute shall be made in writing and signed by a duly authorized representative of the contractor or the government. At a minimum, a contract dispute shall include a statement of facts, adequate supporting data, and a request for relief. Unless otherwise stated in this contract, a contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 6 months after the accrual of the contract dispute.

(d) The Contracting Officer's decision concerning a contract dispute shall be binding on the parties, unless the contractor refers the matter to the FAA Office of Dispute Resolution for Acquisition.

(e) If a contract dispute cannot be resolved at the Contracting Officer level, the matter may be referred, by either party, to the FAA Office of Dispute Resolution for Acquisition for final agency disposition. Such referrals must be in writing directed to the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
400 Seventh Street, S.W.
Room 8332
Washington, DC 20590

Phone: (202) 366-6400
Fax: (202) 366-7400

(f) The Office of Dispute Resolution for Acquisition will promulgate procedures and time limitations relevant to contract disputes, which will be described in a provision to be included in this contract or incorporated by reference herein.

(g) When a contract dispute is filed with the FAA Office of Dispute Resolution for Acquisition, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of alternative dispute resolution to settle a contract dispute, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the contractor and the FAA agree to use this method to resolve the merits of the contract dispute.

(h) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrency with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurrency with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the contract dispute.

(i) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the contract dispute through alternative dispute resolution, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then

provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the contract dispute.

(j) When the Dispute Resolution Officer determines that a contract dispute is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the contract dispute.

(k) The FAA will require continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending final decision on a contract dispute related to this contract.

(l) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pending contract dispute.

(m) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. 46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard of the law.

(End of clause)

I.3 3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the

fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

I.4 3.10.1-2 Production Progress Reports (April 1996)

(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule. For the purposes of this contract, production progress reporting shall be incorporated in the Status Report, Ref Section C 3.2.1.3, CDRL A0003.

(b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.

(End of clause)

I.5 Limitation of Liability

a. Except as provided elsewhere in this clause/contract, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it, including any materials furnished in conjunction with those services, the Contractor shall not be liable for loss of or damage to property of the Government that occurs after Government acceptance of services performed under this contract, and results from any defects or deficiencies in the services performed or materials furnished.

b. The limitation of liability shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term Contractor's managerial personnel, as used in this clause, means the Contractor's directors officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of all or

substantially all of the Contractor's business, all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed, or a separate and complete major industrial operation connected with the performance of this contract.

c. If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

d. The Contractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts over \$25,000.

**PART III - SECTION J
ATTACHMENTS**

ATTACHMENT J-1	Statement of Work (SOW)
ATTACHMENT J-2	Contract Data Requirements List (CDRLs) and Data Item Descriptions (DIDs)
ATTACHMENT J-3	Tip Ready X-Ray Specification "TRX"
ATTACHMENT J-4	DOT/FAA/AR-97/67, <u>Functional Requirements for Threat Image Projection Systems on X-Ray Machines</u> (provided in SIR 1)
ATTACHMENT J-5	SEIPT TRX System Operational Requirements Document (SORD), January 2000
ATTACHMENT J-6	Manufacturer's Warranty – (to be provided by vendor)
ATTACHMENT J-7	Manufacturer's SIR I Cure Plan – Technical and QSP Submissions with Assumptions, Exceptions, and Deviations
ATTACHMENT J-8	Sensitive Security Information, Federal Register, Vol. 62, No. 55, Friday, March 21, 1997, Rules and Regulations
ATTACHMENT J-9	DOT/FAA/AR-99/26, <u>Functional Requirements for Networking Threat Image Projection</u>
ATTACHMENT J-10	Manufacturer's Equipment Options – Ref. Section B.3.a, CLIN 0003 (provided as a computer file – to be completed by vendors and returned to the contracting officer)
ATTACHMENT J-11	Professional Services Time and Materials – Ref Section B.3.b, CLIN 0005 (provided as a computer file)

**ATTACHMENT J-1
STATEMENT OF WORK**

1.0 Introduction

- 1.1 **Purpose.** This statement of work (SOW) addresses the procurement and deployment of TIP-Ready X-Ray (TRX) systems at airport screening checkpoints. TRX systems will incorporate Threat Image Projection (TIP) capability designed to monitor screener performance as well as improve screener vigilance. These units should allow integration of Screener Assist Technology (SAT) upgrades without hardware retrofit or hardware replacement.
- 1.2 **Scope.** This project is a critical step toward improving both equipment and screener capability at airport security checkpoints, and is expected to have a duration of up to 24 months after contract award. This contract is the second phase of a multi-phase, multi-year effort. During 1999, the FAA leased with an option to purchase up to 10 TRX systems for operational evaluation and establishment of a "qualified vendors list" (QVL). During the initial phase, the FAA established the QVL and exercised the purchase option of the lease agreement for the 10 initial TRX systems. This second phase effort addresses the procurement and deployment up to 410 additional TRX units.
- 1.3 **Organization of this Document.** This statement of work defines the technical requirements for this effort. These include: (1) Hardware and Software Equipment Configuration; (2) Program Management, (3) Quality Assurance, (4) Configuration Management, (5) Testing, (6) Training; and (7) the associated Contract Data Requirements. Data items required under this contract are embedded within each applicable task requirement and further described in reference 2.1.
- 1.4 **Definition of Terms**
- 1.4.1 **TIP:** Threat Image Projection is an on-line test of the operator's skill and vigilance.
- 1.4.2 **TRX:** TIP-Ready X-Ray. A cabinet X-ray system designed to be used for aviation security applications, that incorporates Threat Image Projection Technology.
- 1.4.3 **SAT:** Screener Assist Technology. The incorporation of detection algorithms in cabinet X-Ray systems to provide automated tools to assist in finding explosives.
- 1.4.4 **Shall and Should:** The use of the term "shall" indicates a required task and the use of the term "should" indicates a goal.
- 1.4.5 **CCB:** Configuration Control Board

2.0 Applicable Documents: Listed below are all documents invoked or referenced within Section 3.0, Requirements.

- 2.1 Attachment J-2 - Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs).
- 2.2 Attachment J-3 - TRX SPECIFICATION.
- 2.3 Attachment J-4 - DOT/FAA/AR-97/67, Functional Requirements for Threat Image Projection Systems on X-Ray Machines

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**ATTACHMENT J-1
STATEMENT OF WORK**

- 2.4 Attachment J-5 – SEIPT TRX System Operational Requirements Document (SORD)
- 2.5 Attachment J-6 Manufacturer's Warranty
- 2.6 Attachment J-7 Manufacturer's SIR I Cure Plan Submittals
- 2.7 Attachment J-8 – DOT/FAA/AR-99/26, Functional Requirements for Networking Threat Image Projection
- 2.8 Contract Security Classification Specification (DD Form 254)
- 2.9 FAA Document, "Performance Criteria for the Detection of Threats in Carry-On Baggage", classified CONFIDENTIAL, available from FAA ACP-1 Spring 1999, (202) 267-8058
- 2.10 FAA Order 1600.2D, Safeguarding Controls and Procedures For Classified National Security Information and Sensitive Unclassified Information, available from Mr. Dave McFadden, FAA ACP-300, (202) 366-0985
- 2.11 14 CFR 191 Protection of Sensitive Security Information, available from the following website: <http://www.access.gpo.gov/nara/cfr/index.html>
- 2.12 ACS Memorandum, Classification Guide for FAA Explosive Detection System Information and Data, November 21, 1990, available from Dr. Lyle Malotky, FAA ACS-20, (202) 267-3967
- 2.13 ANSI/ISO/ASQC Q9001:1994
- 2.14 ANSI/ISO/ASQC Q9000-3:1997
- 2.15 MIL-STD-973 Configuration Management

3.0 Requirements.

3.1 TIP-Ready X-Ray (TRX) Units and Interface/Installation Options [CLINs 0001, 0002, and 0003]

TRX configuration (models and options), and quantities will be specified by specific delivery order; all equipment articles will conform with the technical, functional, and operational requirements of Attachments J-3, J-4, J-5 and, as applicable J8. The Contractor shall provide all engineering, manufacturing, program management, quality assurance, configuration management, training (if ordered), material and necessary support to facilitate the successful installation and future operation of the TRX systems into airports. This includes delivery of required maintenance, operation, and training documentation in accordance with Attachment J2.

(CDRL A0011 Training Syllabus Levels 1-4)
(CDRL A0012 User's Manual Levels 1-4)
(CDRL A0013 Maintenance Manual)

- 3.1.1 **Site Installation and Checkout.** With respect to the installation activities, the Contractor shall perform all activities necessary to package, ship, deliver, install and checkout the TRX. In addition, the Contractor shall ensure that the installation activities are coordinated, prior to installation, with the sites to minimize the impact on day-to-day operation of the sites and their related systems. Site Installation will encompass the test & evaluation requirements listed in paragraph 3.5 of this SOW. The contractor shall provide site installation

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**ATTACHMENT J-1
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and checkout procedures in accordance with Attachment J2. Shipping costs will be reimbursed under CLIN 0004.

(CDRL A0009 Site Installation and Checkout Procedures)
(Related CDRL A0010 Site Acceptance Test Plan)

3.1.2 **CLIN 0005.** The following three requirements shall be ordered by Delivery Orders on a Time and Materials basis.

3.1.2.1 **TIP Networking .** If requested by the Government, the Contractor shall configure TRXs at specified locations with networking capability, linked to a centralized server located in proximity to the operational TRX locations. For example, if an airport employs five standalone TRXs to support one concourse; the objective would be to network these five to a central server located in the checkpoint security supervisor's office located 50' down the concourse.

Based on site survey information, the Contractor shall provide network service capability best suiting the specified location; this includes vendor definition of the wireless or wireline interfaces, two way data transfer variables, and server configuration. Vendors shall ensure that data and information are safeguarded during transfer to the same degree that they are safeguarded within each individual TRX. Locations will be specified in the individual delivery orders, and may or may not be accomplished concurrent with the Paragraph 3.1.1 Site Installation and Checkout. Networking shall be accomplished in accordance with the concepts provided in Attachment J8.

The FAA desires to introduce the ability to track screener performance and TIP experience across such networks. The vendor should accommodate this goal during network planning to the extent possible at each site.

(CDRL A0009 Site Installation and Checkout Procedures)
(Related CDRL A0010 Site Acceptance Test Plan)

3.1.2.2 **Formal Training.** If requested by the Government, the Contractor shall conduct training in accordance with the FAA-approved training program. The Contractor shall supply all training materials as listed in the training program. The training shall include an overview of TIP functionality. The Contractor shall ensure that this training is appropriate to the skill level and qualifications required of operators, supervisors, and managers who will be using or managing the equipment. Specific requirements will be provided in each Delivery Order.

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3.1.2.3 **TIP Library Development.** As requested by the Government, the Contractor shall support the development and installation of additional TIP libraries. In addition, the contractor may be required to support enhancement of security inherent to management and control of the libraries. Each additional library shall be developed in accordance with the pertinent portions of Paragraph 3.1 of the FAA document DOT/FAA/AR-97/67 Functional Requirements for Threat Image Projection Systems on X-ray Machines, or in accordance with specific instructions provided by the FAA.

Development of TIP libraries shall be accomplished at sites directed by the Government, and may involve collaboration with other FAA contractors. Specific requirements will be provided in each Delivery Order.

3.2 **Management and Administration [CDRLs as listed].** The program management and administrative services required by this contract shall be performed in accordance with: (a) this Statement of Work; (b) ATTACHMENT J-7- Manufacturer's SIR I Cure Plan – Technical and QSP Submissions with Assumptions, Exceptions, and Deviations; and (c) ATTACHMENT J-6 Manufacturer's Warranty – To Be Inserted At Contract Award.

3.2.1 **Program Management.** The contractor shall implement the management process provided in the SIR I Cure Plan Technical Volume approved by the government. The Contractor shall assign a Program Manager to organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The Program Manager shall have resources and authority to ensure efficient and timely program execution and shall be the Contractor's focal point for all required program tasks. The Contractor's Program Manager shall be prepared to present and discuss the status of contract activities at any time. The contractor shall update the technical volume as required and submit to the FAA for approval.

(CDRL A001 Update as Required - Technical Volume including Section 3 Management Section and Section 4 Assumptions, Exception, and Deviations

3.2.1.1 **Plan, Control and Communicate.** The Contractor shall host a Post Award Conference within 30 days after contract award. The purpose of this conference is to review Contract Administration, Quality Assurance, Configuration Management, Testing, Engineering, Production, and Security. In addition, the Contractor's Program Manager shall attend scheduled FAA Review Meetings upon request. Review meetings are expected to occur bimonthly. Reports shall be submitted in accordance with the CDRL.

(CDRL A0016 Meeting Minutes)

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3.2.1.2 **Technical Interchange Meeting (TIM) Support.** Contractor's personnel shall attend and support FAA sponsored TIMs with the aviation security stakeholder community, and document the proceedings in accordance with the CDRL. During the TIMs, the Contractor and the Government will discuss specific technical activities, including studies, test plans, test results, design issues, technical decisions, and implementation concerns to ensure continuing FAA visibility into the technical progress of the contract.

(CDRL A0016 Meeting Minutes)

3.2.1.3 **Status Reporting].** The Contractor shall provide Weekly Status Reports. These reports shall be submitted in accordance with the CDRL.

(CDRL A0003 Status Report)

3.2.1.4 **Warranty Support.** The contractor shall provide warranty support in accordance with Attachment J-6 of the contract. The contractor shall maintain a Hot-line Help Desk Log. Individual warranty actions shall be documented and archived; a monthly RM&A summary report shall be provided.

(CDRL A0014 Maintenance After Action Report)

(CDRL A0015 RAM Report)

(CDRL A0017 Hot-Line Help Desk Log)

3.2.1.5 **Security Management** The Contractor shall develop, apply and maintain effective security practices in accordance with the following requirements:

- FAA ORDER 1600.2D Safeguarding Controls and Procedures For Classified National Security Information and Sensitive Unclassified Information
- 14 CFR 191 Protection of Sensitive Security Information
- ACS Memorandum, Classification Guide for FAA Explosive Detection System Information and Data, November 21, 1990
- Contract Security Classification Specification, DD Form 254

The Contractor shall request written FAA approval prior to release of any information text, images or video associated with the TRX deployment project.

(CDRL A0006 Personnel List)

(CDRL A0007 Facility Security Certificate)

3.3 **Configuration Management.** The Contractor shall establish and implement a Configuration Management (CM) program using MIL-STD-973, "Configuration

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Management," as a guide. The CM program shall provide an organizational structure with configuration identification and control methods, configuration audits, and configuration status accounting procedures for hardware and software. The Contractor shall identify the single focal point, under the Program Manager, who will serve as the primary point of contact for all communication on CM-related issues. The CM requirements are applicable to all deliverables under this contract. Any reference to "Military" in the MIL-STD is to be interpreted as the government/FAA for this contract.

- 3.3.1 **Configuration Management Plan.** The Contractor shall develop a Configuration Management Plan (CMP) using MIL-STD-973 subparagraph 5.2.1 and Appendix A as a guide. The CMP will be submitted for review and approval in accordance with the CDRL and DID. Upon approval the Plan will be implemented and followed. The CMP will be updated as required and submitted for approval prior to implementation of any changes.

(CDRL A0004 Configuration Management Plan)

- 3.3.2 **Configuration Control.** The Contractor shall maintain configuration control of hardware, software, firmware, and developmental/commercial documentation. The Contractor shall maintain configuration control of the hardware to the LRU Level and software to the version level. The Contractor shall apply configuration control measures to each baseline CI, and its configuration documentation using MIL-STD-973 paragraph 5.3.5 including subparagraphs as a guide. The contractor shall establish and maintain a system for control and submittal of engineering changes, deviations and waivers using MIL-STD-973 paragraph 5.4.8 as a guide.

(CDRL A0005 Engineering Change Proposal)

- 3.3.3 **Configuration Status Accounting (CSA) Information.** The Contractor shall maintain a Configuration Status Accounting (CSA) Information System to assure accurate identification of each CI. The Contractor shall ensure that the CSA information is available for review by the FAA, upon request. The Contractor shall use MIL-STD-973 paragraph 5.5 and associated Appendices for guidance in establishing the CSA Information System. The CSA System shall be described in the CM Plan.

(CDRL A0018 Master CI Listing)

- 3.3.4 **Functional and Physical Configuration Audits (FCA and PCA).** The contractor will perform both an FCA and PCA in order to establish the product baseline. The contractor shall address the conduct of the FCA and PCA in the Configuration Management Plan (CMP).

(CDRL A0004 Configuration Management Plan)

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**ATTACHMENT J-1
STATEMENT OF WORK**

- 3.4 **Quality Assurance** The Contractor shall implement, maintain, and comply with the provisions and procedures established in the approved Quality System Plan (QSP) listed in Attachment J-7 (Manufacturer's SIR I Cure Plan – Technical and QSP Submissions with Assumptions, Exceptions, and Deviations). Updates to the approved QSP shall be prepared and submitted as a separate bound volume, and submitted to the FAA for approval prior to implementation. The Contractor shall require that sub-tier suppliers implement a quality system achieving control of quality of the services and supplies provided. All spare parts shall be inspected and tested in plant, using the same procedures as the primary equipment components.

The Contractor shall support an initial quality assessment conducted by the FAA Quality Reliability Officer (QRO). The assessment will determine the capability of the contractor's Quality System to comply with the contract requirements. The duration of the assessment will be approximately one week. Any discrepancies discovered during the assessment will be corrected in a reasonable time frame so as not to affect the performance of the contract.

(CDRL A0002 Update as required Quality System Plan (QSP) Volume)

- 3.5 **Test and Evaluation (T&E) Program Support.** The Contractor shall support the FAA T&E program as described below. Under the overall T&E Program the Contractor shall:

- Be responsible for conducting and/or supporting those T&E program activities as described above.
- Advise the FAA at least seven (7) days prior to commencement of any formal T&E described above.
- Within seven (7) days provide the FAA with copies of all original data collected during the Contractor-conducted T&E activities.
- Perform all data reduction, and furnish analysis methods and results to support claims of T&E success.
- Provide and maintain a single point of contact for the T&E program.

- 3.5.1 **First Article Testing and Evaluation (FAT&E):** The Contractor shall furnish, set-up and verify the first article (CLIN 0001, unit one) to support a FAT&E to be conducted at the FAA Aviation Security Laboratory (William J. Hughes Technical Center). The contractor shall provide FAT&E Plans and Procedures for FAA review and approval in accordance with the applicable CDRL and DID. The FAA recommends that the contractor consider including the proposed ASTM "Standard Practice for Evaluation of Security X-Ray Systems" in FAT&E Plans and Procedures. The FAA recognizes that this standard practice is in draft form (as of the date of this SOW), but desires to begin using it as a common evaluation methodology.

Prior to commencement of FAT&E, the contractor shall conduct a test readiness review (TRR). The TRR shall include the readiness of the unit under test

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**ATTACHMENT J-1
STATEMENT OF WORK**

including any deficiencies and a configuration description. The contractor will perform the FCA concurrently with the FAT&E. The PCA will be conducted at the contractor facility, shortly after completion of the FAT&E. The FAT&E will demonstrate compliance with the requirements defined in DOT/FAA/AR-97-67 "Functional Requirements for Threat Image Projection Systems on X-ray Machines", as well as demonstrating compliance with the requirements defined in Attachments J-3, and J-5.

(CDRL A0019 Test Readiness Review)
(CDRL A0018 Master CI Listing)
(CDRL A0021 FAT&E Plan/Procedures)

- 3.5.2 **Factory Acceptance Testing (FAT):** The Contractor shall conduct a Factory Acceptance Test (FAT), at the Contractor's facility, on each system using a Government approved test plan and procedures. The FAT shall verify, prior to shipment from factory, that each system conforms to applicable specifications and requirements, and is free from manufacturing defects. The Government, using FAA technical support or test support contractors as needed, reserves the right to observe any or all of the FAT. The Contractor shall maintain test records of the FAT including test results. These records shall be made available to the government upon request.

(CDRL A0008 FAT Plan and Procedures)

- 3.5.3 **Site Acceptance Testing (SAT):** Upon satisfactory completion of installation and checkout of the TRX units, the Contractor shall perform a Site Acceptance Test (SAT) for each TRX Unit. The Contractor shall develop SAT procedures and publish a SAT plan. These plans and procedures shall be a subset of the approved FAT procedures and submitted for government review and approval. The SAT shall demonstrate that the TRX system is properly installed, operationally configured, undamaged and remains in compliance with contractual requirements. The Contractor shall maintain test records of the SAT including test results. These records shall be made available to the government upon request.

(CDRL A0010 Site Acceptance Test Plan and Procedures)

- 3.5.4 **Master Test Plan.** The contractor shall develop a master test plan with schedules, which covers all necessary activities to accomplish all phases of testing. The contractor shall submit the Plan to the FAA for review and approval in accordance with the applicable CDRL.

(CDRL A0020 Master Test Plan)

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ATTACHMENT J-2
CONTRACT DATA REQUIREMENTS LIST (TRX SIR II) AND DATA ITEM
DESCRIPTIONS (DIDS)

DATA ITEM DESCRIPTION			Form Approved OMB NO. 0704-0188	
Public reporting burden for this collection of labor is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and retrieving the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project, (0701-0186) Washington, DC 20503.				
1. TITLE			2. IDENTIFICATION NUMBER	
Request for Deviation (RFD)			FAA-CM-001	
3. DESCRIPTION / PURPOSE				
3.1 A Request for Deviation describes a proposed (prior to manufacture) departure from configuration documentation for a specific number of units or for a specified period of time.				
3.2 A Request for Deviation enables the Government to determine the impact on performance, operational readiness, logistics support or other affected areas.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	5a. DTIC APPLICABLE	5b. GIOEP APPLICABLE	
	AAR-600			
7. APPLICATION / INTERRELATIONSHIP				
7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task described in paragraph 5.4.3.4 or 5.4.8.3.3 of MIL-STD-973.				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMBC NUMBER		
	N/A	D6704		
10. PREPARATION INSTRUCTIONS				
10.1 <u>Reference document.</u> The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract				
10.2 <u>Format and content.</u> The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with Appendix E of MIL-STD-973.				
11. DISTRIBUTION STATEMENT				
Distribution Statement A: Approved for public release; distribution is unlimited.				

DATA ITEM DESCRIPTION			Form Approved OMB NO. 0704-0188	
Public reporting burden for this collection of labor is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and retrieving the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project, (0701-0186) Washington, DC 20503.				
1. TITLE			2. IDENTIFICATION NUMBER	
Request for Waiver (RFW)			FAA-CM-002	
3. DESCRIPTION / PURPOSE				
<p>3.1 A Request for Waiver is used to obtain authorization to deliver non-conforming material which does not meet the prescribed configuration documentation but is still suitable for use "as is" or after repair.</p> <p>3.2 A Request for Waiver enables the Government to evaluate and authorize acceptance of an item not conforming to contractual requirements.</p>				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	5a. DTIC APPLICABLE	5b. GIDEP APPLICABLE	
	AAR-600			
7. APPLICATION / INTERRELATIONSHIP				
7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task described in paragraph 5.4.4.4 or 5.4.8.4.3 of MIL-STD-973.				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMBC NUMBER		
	N/A	D6704		
10. PREPARATION INSTRUCTIONS				
<p>10.1 <u>Reference document.</u> The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract</p> <p>10.2 <u>Format and content.</u> The Request for Waiver shall be prepared in contractor format. The RFW content shall be in accordance with Appendix E of MIL-STD-973.</p>				
11. DISTRIBUTION STATEMENT				
Distribution Statement A: Approved for public release; distribution is unlimited.				

DATA ITEM DESCRIPTION

1. TITLE

Service Report

2. IDENTIFICATION NUMBER

FAA-ILS-016

3. DESCRIPTION/PURPOSE

The Service Report provides the FAA with a mean down time and description of the repair performed.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

8. APPROVAL LIMITATION

9a. REFERENCES

9b. AMSC NUMBER

10. PREPARATION INSTRUCTIONS

10.1 Format. Contractor format is acceptable.

10.2 Content. The Service Report shall include, at a minimum, the following:

- a. Contractor's name and address.
- b. Contract number.
- c. Contract Services Authority date and
- d. Location where services were performed.
- e. Name(s) of contractor personnel performing the services.
- f. Date and time of outage reported.
- g. Date and time services were performed and number of man hours expended.
- h. Name of the procuring activity's technical representative (or designated technical representative) present during performance of the services.
- i. Description of problem/symptoms.
- j. Description of the work accomplished or services performed.
- k. Problems encountered and corrective action taken or recommended.
- l. Recommendation, if any.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

1. TITLE		2. IDENTIFICATION NUMBER	
Program Management Plan (PMP)		FAA-PM-01	
3. DESCRIPTION/PURPOSE 3.1 The Program Management Plan (PMP) will describe the Contractor's management organization to include interrelationships between the prime Contractor, major subcontractor(s) and the contracting activity. 3.2 The PMP will be an all inclusive management plan providing details of the specific techniques, tasks, and procedures to be used for monitoring contract management and performance, data management, production management, and cost control. 3.3 The PMP provides the contracting activity a basis for reviewing and evaluating of performance, and for determining contractual compliance.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This DID shall be the basis for the Contractor's management approach to program technical, schedule, and cost control. 7.2 The PMP shall be consistent with data products generated for the direction, coordination, and control of system engineering, interface management, configuration management, quality assurance, and production management.			
8. APPROVAL LIMITATION	9a. REFERENCES		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS 10.1 <u>CONTENT</u> . The Program Management Plan shall describe the Contractor's organization, program planning and scheduling tools and techniques, program tracking and control methods, resource management, production planning and management, and subcontractor management methods. 10.2 <u>FORMAT</u> . The Program Management Plan (PMP) shall be presented in the Contractor's format and include, as a minimum, the following sections: 10.3 <u>INTRODUCTION</u> . This section shall be divided into two sections describing the purpose and scope of this document.			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

- 10.3.1.1 Purpose.** This paragraph shall describe the purpose of the PMP in terms of its relationship to the management of the project, and performing the contract tasks outlined in the SOW.
- 10.3.1.2 Scope.** This section shall contain programmatic and technical background on the system; an overview of the Contractor's approach to program technical, schedule, and cost control; authority of the program manager; and the relationship of the PMP to other programmatic policies, procedures, and planning documents; and methods of incorporating changes into the PMP.
- 10.4 PROGRAM MANAGEMENT.** This section shall provide information on the Contractor's management organization, internal management policies and procedures, an overall integrated program schedule, relationships with Government personnel and agencies, and roles and responsibilities of management entities within the organization.
- 10.4.1 Management Organization.** Present a company organizational chart(s) and sufficient supplemental narrative to fully describe all organizational levels, plans and activities. This chart shall be hierarchical in nature and should delineate clearly all major area responsibilities and management positions. Provide a chart of the program organization to be used in performance of the contract. Provide a narrative describing how the Contractor shall fully integrate the management of all elements of the project. Identify key technical and management personnel who will be assigned to the project. If the project includes major subcontractors, provide organizational information about the subcontractor and include subcontractor organizational elements in the project organization chart.
- 10.4.2 Roles and Responsibilities.** Discuss the authority of all responsible management positions identified by the organizational description. This description shall include the role of the project manager to direct, control, and commit resources to adequately fulfill their responsibilities.
- 10.4.3 Policies and Procedures.** Describe internal policies and procedures to be used in managing the contract.
- 10.4.4 Relationships.** Describe the working relationships the Contractor will establish with the Government (FAA) and any subcontractors supporting the procurement of the system.
- 10.4.5 Subcontract Management.** Describe the approach to managing subcontractor activities. Include in the approach the organizational relationship maintained between the prime and subcontractors and methods of requirement flow-down and activity progress reporting back to the prime Contractor. Describe subcontractor and supplier rating systems used to select subcontractors and describe the approach to maintaining quality from products produced by subcontractors.

10.5 RESERVED

10.6 SCHEDULE. Present a baseline master schedule and processes for control of the schedule.

10.6.1 Baseline Schedule. Present a Baseline Master Integrated Project Schedule (BMIPS) that shall include all formal reviews and audits, all key programmatic and technical events, and the preliminary and final submission of all documentation identified in the Contract Data Requirements List (CDRL). Include developmental and production processes discussed in the plan. The schedule shall show task dependencies and interrelationships.

The schedule shall also include all tasks required to build and prepare for delivery each system. The schedule should also identify any long-lead items or critical items that affect the overall program schedule

10.6.2 Schedule Management. Provide a detailed description of how the Contractor will implement a fully integrated, defined, planning and control system. The description shall include discussion of interrelationship of tasks, and tracking criticality of tasks. If subcontractor(s) are used, similar information shall be presented and shall include a discussion on how Contractor and subcontractor schedules shall be integrated and updated.

10.7 RESOURCE PLANNING. Provide a detailed description of how the Contractor will allocate and plan resources to meet the delivery requirements of the project. Discuss any resource planning tools used for this purpose.

10.8 METRICS. Describe the management indicators (metrics) that will be used to track contract performance and contract activities throughout the contract life cycle. Include description of contract metrics used to monitor cost and schedule progress in a cost plus environment.

- 10.9** RISK MANAGEMENT. Describe the internal approach and method for the identification, assessment, and mitigation of program risks. This approach should include provision for identifying risk areas, assessing risk factors, assigning appropriate resources to reduce risk factors, identifying and analyzing alternative actions available, identifying the most promising alternatives, and planning for implementation of risk reduction. Document the internal risk identification and reduction procedure in a risk reduction action feedback flow diagram. Identify and assess each possible area of risk to the program, applying the internal risk reduction procedure. Describe your procedures to develop a plan of action to mitigate risk when management indicators (metrics) show a deviation of 10% or greater between planned and actual indicators.
- 10.10** DATA MANAGEMENT. Describe the organization, procedures, and tools to be used to ensure that all data deliverables required by the contract are made in a timely manner. Identify the individual responsible for integrating and maintaining the total data management effort. This effort shall involve monitoring, reporting, status accounting, and cross matrixing (e.g. Government change requirements versus implemented changes) of all changes to, additions of, or deletions of CDRL contents. The Contractor's procedures for controlling the generation, receipt, approval, storage, and delivery of subcontractor data as well as its inclusion in status accounting shall be also be described.
- 10.11** PRODUCTION MANAGEMENT. This section shall discuss Contractor and major subcontractor(s) methods and concepts for employing facilities, tooling, and manpower resources to produce the system/equipment.
- 10.11.1** Manufacturing Methods and Production Flow. Provide a production flow utilizing a goes-into chart, tree chart or equivalent to detail the process for manufacturing and assembly in terms of key operations or assembly points showing individual and total lead times from the procurement of raw material to delivery of the end item.
- 10.11.2** Make or Buy. This section shall identify each item and rationale for all major make/buy decisions and identify single or sole source suppliers with a backup plan, long lead materials, any critical materials and vendor control.
- 10.11.3** Capability and Capacity. This section shall describe the data and information used to determine the Contractor and subcontractor(s) capability and capacity to meet schedule requirements. The Contractor shall provide data indicating ability to meet the production rate and quantity for the system. Manufacturing risks and the systems used to track suppliers progress and to detect/correct potential delivery problems shall also be addressed. Provide a list of all subcontractors and major vendors indicating the services/materials to be supplied by each.

DATA ITEM DESCRIPTION

Form Approved
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1. TITLE

Configuration Audit Plan

2. IDENTIFICATION NUMBER

FAA-SE-015

3. DESCRIPTION / PURPOSE

3.1 The Configuration Audit Plan details the scope of the planned configuration audit, providing identification of items to be audited, the associated contract requirements, and documentation to be available. It prescribes the planned procedures for accomplishing the audit, and includes proposed location, schedule, and team composition information.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

5a. DTIC APPLICABLE

5b. GIDEP APPLICABLE

7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from work tasks described in 5.6.1.2 of MIL-STD-973.

7.2 This DID is applicable to system/equipment acquisition contracts containing requirements for configuration audits.

7.3 It is not intended that all the requirements contained herein should be applied to all configuration audits. Portions of this DID are subject to deletion/tailoring, depending on the scope of the particular audit.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMBC NUMBER

N/A

D 6714

10. PREPARATION INSTRUCTIONS

10.1 Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract

10.2 Format and content. The plan shall be in contractor format and shall include the following:

10.2.1 Purpose of the audit. State the purpose and objectives of the audit in terms of the contract requirements for the audit.

10.2.2 Hardware configuration items (HWCIs) to be audited. Identify each HWCI by:

- a. Nomenclature
- b. Specification identification number
- c. Serial number
- d. Specification identification number
- e. Other identification number.

10.2.3 Computer software configuration items (CSCIs) to be audited. Identify each CSCI by:

- a. Software title.
- b. Code identification number.
- c. Software inventory numbering system.
- d. Drawing and part number.
- e. Specification identification number.
- f. Other identification number.

(Continued on Page 2)

11. DISTRIBUTION STATEMENT

Distribution Statement A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION Configuration Audit Plan FAA-SE-015

10. PREPARATION INSTRUCTIONS (Continued)

10.2.4 Documentation to be audited. Identify the following, as applicable:

- a. Engineering drawings (include lists).
- b. Applicable specifications.
- c. Engineering changes proposals.
- d. Test plans and procedures.
- e. Operating and support manuals.
- f. Configuration documentation release procedures.
- g. Quality assurance documentation and procedures.
- h. Requests for deviations/waivers.
- i. Software descriptions, flow charts, manuals, and lists.

10.2.5 Reference materials. Identify the following supporting documentation as applicable:

- a. System engineering technical data.
- b. Trade study requests.
- c. Producibility analysis results.
- d. Risk analysis results.
- e. Reports.
- f. Hardware and software mock-ups.
- g. Deviation and waiver list.
- h. Minutes of related prior interviews.

10.2.6 Scope of audit. Include the following:

- a. Summary of the hardware and software contractual requirements against which the audit will be conducted, as specified in work statements, specifications, and approved plans.
- b. Outline of proposed audit procedures for each item to be audited.

10.2.7 Location(s) and date(s). Identify proposed date(s) and location(s) for the audit(s).

10.2.8 Team composition. Identify:

- a. Contractor representatives and their function in the audit.
- b. Proposed Government participation and functions in the audit.

10.2.9 Administrative requirements. Include:

- a. Description of facilities and support equipment to be available.
- b. Administrative support to be provided.
- c. Security requirements.

DATA ITEM DESCRIPTION

1. TITLE Configuration Management Plan (CMP)	2. IDENTIFICATION NUMBER FAA-SE-016t
3. DESCRIPTION/PURPOSE The CMP describes the organizational structure of the configuration management organization; the procedures for identifying and documenting the functional and physical characteristics of hardware and software configuration items; controlling changes to those characteristics; and recording and reporting change processing implementation status.	4. APPROVAL DATE Upon contract award
	5. RESPONSIBLE OFFICE
	6. REFERENCE MIL-STD-973

7. APPLICATION/INTERRELATIONSHIP

- 7.1 The Configuration Management Plan shall describe the contractor's efforts to implement the configuration management as specified in the contract or request for proposal.
- 7.2 The Configuration Management Plan is closely related to and shall be harmonious with other program plans such as the System Engineering Management Plan, Quality System Plans, Data Management Plans, etc.

10. PREPARATION INSTRUCTIONS

- 10.1 **FORMAT AND CONTENT.** The CMP shall be prepared in accordance with MIL-STD-973, Appendix A, Contractor's Configuration Management (CM) Plan as follows:
- a. The Plan shall be in Contractor format;
 - b. The Plan shall be organized in accordance with MIL-STD-973 paragraph A.4.2;
 - c. MIL-STD-973 paragraphs A.5.1.2 through A.5.1.14 shall be used as guidance for the information required in each section of the Plan.

11. DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION

1. TITLE

Configuration Status Accounting Report

2. IDENTIFICATION NUMBER

FAA-SE-018

3. DESCRIPTION/PURPOSE

Configuration Status Accounting Reports are documented records that provide the information needed to identify the configuration item and determine the status and implementation process of change proposals, deviations, and waivers.

4. APPROVAL DATE

Upon Contract Award

5. RESPONSIBLE OFFICE

6. REFERENCE

MIL-STD-973

7. APPLICATION/INTERRELATIONSHIP

7.1 The report is to record, with controlled reference access, the various documents comprising the base lines, changes, waivers, and deviations.

7.2 The terms "contract" and "contractor" include intra-Government orders and activities.

10. PREPARATION INSTRUCTIONS

10.1 FORMAT. The data elements used in the reports shall be identified using MIL-STD-973 as a guideline.

10.2 CONTENT. The report shall include but need not be limited to identification of:

- (a) Technical documentation comprising the configuration identification;
- (b) Essential configuration item data;
- (c) Contractual information required for each configuration item and Contractor identification;
- (d) Proposed changes to configuration, the status of such changes, and responsibility for change decisions;
- (e) Approved changes to configuration, including the specific number or kind of items to which these changes apply, the implementation status of such changes, and the activity responsible for implementation.

DATA ITEM DESCRIPTION

Form Approved
OMB NO. 0704-0188

Public reporting burden for this collection of labor is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and retrieving the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project, (0701-0186) Washington, DC 20503.

1. TITLE

Master Test Plan (MTP)

2. IDENTIFICATION NUMBER

FAA-TE-001t

3. DESCRIPTION / PURPOSE

3.1 The Master Test Plan is the overall test philosophy, test definition, and control document for the EDS Test Program. It describes the test and method planning for allocating/testing all applicable requirements, and the test process controls required.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

5a. DTIC APPLICABLE

5b. GIDEP APPLICABLE

7. APPLICATION / INTERRELATIONSHIP

8. APPROVAL LIMITATION

9A. APPLICABLE FORMS

9b. AMBC NUMBER

10. PREPARATION INSTRUCTIONS

10.1 SCOPE. The Master Test Plan (MTP) shall describe the overall test program to be conducted by the Contractor by defining: all of the required tests necessary to address validation of the contractor's and Government's specified requirements; the proposed test methodologies that address the requirements as allocated to each test; and, input types, test/DR&A tools, certifications, controls, and the overall processes (eg. certification, inspection, validation, quality, etc.) needed to address the complete scope of testing.

10.2 FORMAT. The MTP shall be prepared in Contractor's format.

10.3 CONTENTS. The MTP shall include the following:

10.3.1 Test Philosophy. A description shall be provided of the philosophy employed in establishing the test program objectives in terms of requirement test allocations; the overall testing approach(es) planned for the objectives; and, the ("bottom-up") test sequences planned for the specified test categories, including any test priorities, and the identification of all major test program milestones.

11. DISTRIBUTION STATEMENT

Distribution Statement A: Approved for public release; distribution is unlimited.

10. PREPARATION INSTRUCTIONS (Continued)

10.3.2 Test Organization. A detailed description shall be provided of the participating contractor test organization(s) and it shall identify the Test Manager. This description shall include the roles and responsibilities of each test organizational element relative to; test requirement allocations, test planning, tool certifications, configuration control, test procedures, quality inspections, audits, and verifications, and test conduct.

10.3.3 Test Identification. This section shall contain a list of all the tests and subtests which the contractor shall perform to be in compliance with the contract. This section shall also list each individual test plan, test procedure and test report which the contractor shall prepare and will indicate which tests are a part of each plan, procedure or report. A brief description shall be provided for each test and sub-test addressing the objectives and sub-objective therein. The system or subsystem under test shall be clearly identified for each test.

10.3.4 Special Test Equipment. Identify any special test equipment, chambers, etc. required to complete the testing program. Include anticipated procurement and availability dates.

10.3.5 Government-Furnished Equipment and Services. List all equipment, services, information, facilities, and software required that should be furnished by the Government. All necessary conditions shall be stated (e.g., schedule of usage, training and maintenance support required.)

10.3.6 Attachment 1- MTP Requirements Matrix. The Contractor shall develop and provide a complete Requirements Matrix, organized from requirements sources, to provide a complete cross-reference to the requirement source and the selected test. The Matrix shall indicate the verification method used to demonstrate the requirement has been satisfied.

10.3.7 Test Schedules. A master test schedule shall be provided for those tests identified in this plan.

Additional appendices may be used to provide information normally published in the body of the procedure document. Each appendix shall be referenced in the main body of the document wherein the data would normally have been provided.

DATA ITEM DESCRIPTION

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1. TITLE

Test and Evaluation Procedures

2. IDENTIFICATION NUMBER

FAA-TE-005t

3. DESCRIPTION / PURPOSE

3.1 This document provides the detailed procedures by which each Contractor conducted test is to be accomplished.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

5a. DTIC APPLICABLE

5b. GIDEP APPLICABLE

7. APPLICATION / INTERRELATIONSHIP

7.1 A separate test procedure shall be prepared for each test to be conducted by the Contractor and shall be approved by the government prior to conducting the test.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMBC NUMBER

10. PREPARATION INSTRUCTIONS

10.1 **FORMAT.** The test procedure shall be prepared in Contractor format.

10.2 **SCOPE.** The test procedure shall include the step-by-step detailed procedures and associated information required to verify all requirements as specified in the contract.

10.3 **CONTENT.** The test procedure shall include the following:

10.3.1 **Title Page.** The title page shall uniquely identify the individual test, the contract item or items to be tested, and the primary functions or segments to be tested.

10.3.2 **Test Objective.** Include reference to each requirement to be verified as they occur in the various procedural sections and at the appropriate point of verification.

10.3.3 **Location and Schedule.** The location, schedule and expected duration shall be provided for pre-test readiness briefings, test conduct, data reduction and analysis efforts, and post-test debriefings.

10.3.4 **References.** Reference documents applicable to the test shall be listed. Such references shall include but are not limited to:

- a. Master Test Plan (reference applicable sections),
- b. Requirements for the functions to be tested,
- c. User's manuals for the equipment and/or software under test,
- d. User's manuals for test and support computer program and equipment.

11. DISTRIBUTION STATEMENT

Distribution Statement A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION Test and Evaluation Procedures FAA-TE-005t

10. PREPARATION INSTRUCTIONS (Continued)

- 10.3.5 Personnel and Responsibilities.** Requirements and responsibilities shall be provided for Quality Assurance, Configuration Management, console operators, test directors, technical consultants, data analysis, and other essential test personnel. Special knowledge and skills required shall be stated. Responsibilities of individual contractors or agencies for supplying personnel shall be provided. Requirements that are identical to those stated in the Test Plan may be specified by reference to the test plan.
- 10.3.6 Description.** The description of the test article including the test configuration shall be provided, to include version descriptions of test article software and test software (eg. scenarios, tools, drivers, etc.), and hardware interconnection diagrams which identify the software executing in each component.
- 10.3.7 Equipment and Computer Program Requirements.** Specific identification for computer programs and for equipment necessary to support the test shall be specified (e.g. test software, DR&A software, and their Release Levels, etc.).
- 10.3.8 Prerequisites.** This section shall identify tests required to be completed, pre-test readiness review documentation required, and initial test bed conditions required in order to start test.
- 10.3.9 Test Operating Procedures.** Procedures for conducting the test shall be specified in this section.
- 10.3.10 Detailed Test Description.** The Test Description shall describe in detail how each test shall verify requirements. Test relationships shall also be defined. This section shall describe in detail the test inputs, test events or procedural steps, and expected results. Test objectives (MTP- Attachment 1 Matrix requirements) satisfied or partially satisfied by each expected result shall be identified with the procedural step wherein satisfied. Procedural steps shall be described in the order in which they are planned to occur with dependency of any one step on another so indicated. If more than one operating or monitoring position is involved in the test, the sequence of events for each position shall be indicated. Interdependence of operating positions with respect to specific events shall be described.
- A listing of test inputs and/or the listing produced in the preparation of test inputs shall be included in an appendix. Sources of input shall be provided (e.g., tapes, test tools).
- A detailed test verification listing shall also be included. This listing shall contain a sequential list of test inputs, expected "raw" results, and expected "reduced" results, with the reduced results identified in terms of the appropriate success criteria and MTP requirement(s). This listing is for the purpose of Government monitoring of test conduct.
- 10.3.11 Data Reduction and Analysis.** This section shall contain the requirements and procedures for reduction and analysis of test data. The information shall be in subsections as follows:

10. PREPARATION INSTRUCTIONS (Continued)

- 10.3.11.1** Recording and Reduction Requirements. Data that must be recorded during the test by the program, manually, and/or by instrumentation, shall be specified. In addition, requirements for format and content of the data resulting from the reduction and analysis process shall be specified. Requirements for data recording and reduction shall be specified in a manner and detail such that the resulting information shall track directly to MTP-Attachment 1, Matrix Requirements' parameters and success criteria.
- 10.3.11.2** Data Reduction and Analysis Procedures. This subsection shall contain the step-by-step procedures to be employed in reducing and analyzing data resulting from the test.

DATA ITEM DESCRIPTION

Form Approved
OMB NO. 0704-0188

Public reporting burden for this collection of labor is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and retrieving the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project, (0701-0186) Washington, DC 20503.

1. TITLE

Configuration Audit Plan

2. IDENTIFICATION NUMBER

FAA-SE-015

3. DESCRIPTION / PURPOSE

3.1 The Configuration Audit Plan details the scope of the planned configuration audit, providing identification of items to be audited, the associated contract requirements, and documentation to be available. It prescribes the planned procedures for accomplishing the audit, and includes proposed location, schedule, and team composition information.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

5a. DTIC APPLICABLE

5b. GIDEP APPLICABLE

7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from work tasks described in 5.6.1.2 of MIL-STD-973.

7.2 This DID is applicable to system/equipment acquisition contracts containing requirements for configuration audits.

7.3 It is not intended that all the requirements contained herein should be applied to all configuration audits. Portions of this DID are subject to deletion/tailoring, depending on the scope of the particular audit.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMBC NUMBER

N/A

D 6714

10. PREPARATION INSTRUCTIONS

10.1 Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract

10.2 Format and content. The plan shall be in contractor format and shall include the following:

10.2.1 Purpose of the audit. State the purpose and objectives of the audit in terms of the contract requirements for the audit.

10.2.2 Hardware configuration items (HWCI) to be audited. Identify each HWCI by:

- a. Nomenclature
- b. Specification identification number
- c. Serial number
- d. Specification identification number
- e. Other identification number.

10.2.3 Computer software configuration items (CSCI) to be audited. Identify each CSCI by:

- a. Software title.
- b. Code identification number.
- c. Software inventory numbering system.
- d. Drawing and part number.
- e. Specification identification number.
- f. Other identification number.

(Continued on Page 2)

11. DISTRIBUTION STATEMENT

Distribution Statement A: Approved for public release; distribution is unlimited.

DATA ITEM DESCRIPTION Configuration Audit Plan FAA-SE-015

10. PREPARATION INSTRUCTIONS (Continued)

10.2.4 Documentation to be audited. Identify the following, as applicable:

- a. Engineering drawings (include lists).
- b. Applicable specifications.
- c. Engineering changes proposals.
- d. Test plans and procedures.
- e. Operating and support manuals.
- f. Configuration documentation release procedures.
- g. Quality assurance documentation and procedures.
- h. Requests for deviations/waivers.
- i. Software descriptions, flow charts, manuals, and lists.

10.2.5 Reference materials. Identify the following supporting documentation as applicable:

- a. System engineering technical data.
- b. Trade study requests.
- c. Producibility analysis results.
- d. Risk analysis results.
- e. Reports.
- f. Hardware and software mock-ups.
- g. Deviation and waiver list.
- h. Minutes of related prior interviews.

10.2.6 Scope of audit. Include the following:

- a. Summary of the hardware and software contractual requirements against which the audit will be conducted, as specified in work statements, specifications, and approved plans.
- b. Outline of proposed audit procedures for each item to be audited.

10.2.7 Location(s) and date(s). Identify proposed date(s) and location(s) for the audit(s).

10.2.8 Team composition. Identify:

- a. Contractor representatives and their function in the audit.
- b. Proposed Government participation and functions in the audit.

10.2.9 Administrative requirements. Include:

- a. Description of facilities and support equipment to be available.
- b. Administrative support to be provided.
- c. Security requirements.

ATTACHMENT J-3
FOR OFFICIAL USE ONLY

TIP-READY X-RAY SPECIFICATION
"TRX"

NOTE: Changes in this specification from the previously provided version will be highlighted in bold and italicized text.

1.0 PURPOSE

2.0 APPLICABLE DOCUMENTS

- 2.1 14 CFR Part 107 Airport Security
- 2.2 14 CFR Part 108 Airplane Operator Security
- 2.3 14 CFR Part 191 Protection of Sensitive Security Information
- 2.4 21 CFR 1020.40 FDA: Performance Standards for Ionizing Radiation Emitting Products – Cabinet X-ray Systems
- 2.5 29 CFR 1910.1096 OSHA: Ionizing Radiation
- 2.6 DOT/FAA/AR-97-67 "Functional Requirements for Threat Image Projection Systems on X-ray Machines"

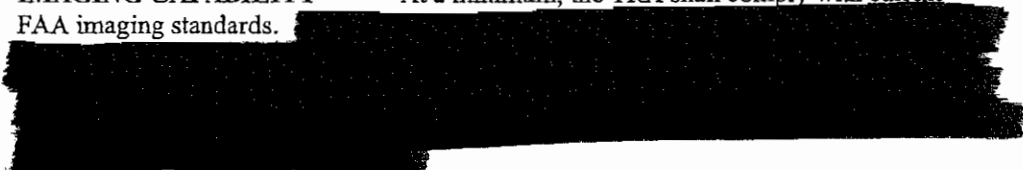
Documents 2.1 through 2.5 can be obtained from the following website:
<http://www.access.gpo.gov/nara/cfr/index.html>

3.0 TRX CORE CAPABILITIES

3.1 INSPECTION CAPABILITIES

- 3.1.1 **STATE DISPLAYS and CONTROLS** The TRX shall provide informative and actionable displays on system status, calibration and automated diagnostic results.
- 3.1.2 **CERTIFIED AUTOMATED DETECTION** The TRX platform shall include hardware to support automated detection capability (Screener Assist Technology (SAT)). SAT shall be designed to meet, as a target, the detection and false alarm requirements contained in "Performance Criteria for the Detection of Threats in Carry-On Baggage", classified CONFIDENTIAL .

- 3.1.3 **IMAGING CAPABILITY** At a minimum, the TRX shall comply with current FAA imaging standards.



b2
b3-1530.5(b)(9)(i)
(b)(9)(vi)
(b)(4)(i)

- 3.1.4 **BAD-SCAN LIMIT** Lost, corrupted and split bag image events shall be ≤ 1 per 1000.

3.2 TRX THREAT IMAGE PROJECTION (TIP)

The TRX with TIP shall comply with the requirements defined in reference 2.7 entitled, "Functional Requirements for Threat Image Projection Systems on X-ray Machines", DOT/FAA/AR-97-67.

**ATTACHMENT J-3
FOR OFFICIAL USE ONLY**

REV 2.2
13 January, 2000

- 3.3 **OPERATOR ALARM RESOLUTION (NOTE: THIS REQUIREMENT IS NOT APPLICABLE FOR THE FY99-FY00 PROCUREMENT. THIS REQUIREMENT WILL BE REFINED ONCE SAT IS MORE FULLY IMPLEMENTED.)**

3.3.1 **SCREENER ASSIST CONTROLS and DISPLAYS** The TRX shall provide sufficient displays, controls and inspection aides to permit trained operators to correctly detect (Pd) not less than X out of 100 simulated threat bags with a false hand search rate (Pfa) of not more than Y out of 100 non-threat bags.

4.0 ELECTROMAGNETIC COMPATIBILITY

- 4.1 **PERSONAL ELECTRONIC DEVICES (PEDs)** The TRX shall not alter or damage unpowered personal electronic devices in carry-on baggage. An unpowered PED is defined to include any PED which in the user non-operational mode utilizes electronic circuitry to maintain computer clock and data storage functions.
- 4.2 **TRANSIENTS** The TRX shall not introduce transients into the airport power supply generation system.

5.0 SUSCEPTABILITY

- 5.1 **RF SOURCES** The TRX should not be susceptible to environmental or bag-source electromagnetic interference (EMI). If it is, the TRX shall automatically recognize the EMI, suspend operation and alert the operator.
- 5.2 **POWER TRANSIENTS** The TRX shall accommodate airport supplied power, and shall not be susceptible to transients from either commercially generated power or from on-site emergency generated power.
- 5.3 **UNINTERRUPTABLE POWER BUFFER** The TRX shall possess a means to protect itself in the event of momentary variation or outage in airport supplied power and shall permit return to operational status without loss in stored data or a delay exceeding that of the routine warm-up period.

6.0 SECURITY CONTROLS

The TRX shall provide the means to physically and electronically protect its sensitive components and collected data from theft and sabotage while operating, idle and stored. It shall include a mechanical key, firewall protection, tamper evidence seals, encrypted data and configuration files and a means to alert the operator of any unauthorized configuration or data change.

7.0 DATE CHANGE ANOMALY-FREE

The TRX shall not contain any date change anomalies or fail to operate all functions from the date of the factory test through January 1st, 2028. Specifically, the unit must be Y2K Compliant as defined in the current version of the Federal Aviation Administration Year 2000 (Y2K) Repair Process and Standards Handbook. As of the date release of this specification, the current Y2K Handbook is version 3.1, and can be obtained from the following website: www.faa2k.com/html/process.html.

8.0 SAFETY

FINAL

**ATTACHMENT J-3
FOR OFFICIAL USE ONLY**

REV 2.2
13 January, 2000

THE TRX shall comply with OSHA 29 CFR 1910 and FDA 21 CFR 1020.40 during all modes of operation including non-operating states, operating at low and peak processing rates, clearing a bag jam and performing operator-level maintenance actions.

ATTACHMENT J-4
Functional Requirements for Threat Image Projection Systems on X-ray Machines
DOT/FAA/AR-97/67

ATTACHMENT J-5
TRX System Operational Requirements Document (SORD)

Operational Capability. The Federal Aviation Administration (FAA) is charged with countering the terrorist threat to aviation security. Part of this mission is to improve the capability of checkpoints to identify and remove possible threats from airport terminals and flights. To help achieve this improvement, the FAA will procure the threat image projection (TIP) Ready, explosive detection x-ray (TRX). The TIP capability of the TRX will project false images of threats in baggage on the x-ray screen. Operators will then identify these fictional threats, with the system providing feedback to operators about threat identification. A detailed process flow for the TRX is provided as an attachment to this document. The system will employ a field data reporting system (FDRS) that will maintain user scores concerning fictional threat detection and related measures. This data will eventually be used in screener and screening company certification. The list below presents the 6 benefits of TIP presented in the TIP Functional Requirements.

- Maintains screener motivation.
- Maintains screener vigilance.
- Provides exposure to and practice detecting a wide range of threats.
- Provides practice detecting threats under operational conditions.
- Provides screeners with immediate feedback.
- Monitors threat detection performance.

At this time, the explosive detection portion, commonly referred to as screener assist technology (SAT), of the TRX is not operational. It is expected that SAT requirements will evolve over the next several years. Those requirements will be included in subsequent revisions as they are approved.

Threat. The terrorist threat to civil aviation remains very real. Operations at airports must prevent the introduction of threats to airplanes and terminals. Although measures such as positive bag matching and explosive trace detection have been implemented, additional security measures are still necessary to maintain aviation security.

Shortcomings of Existing Systems. Existing checkpoint x-rays are deficient in meeting the FAA's current needs in several ways. Most importantly, the current systems provide no way to track the detection capability for screeners or screening companies. In addition, the current systems do not provide any training capability to help users learn to better identify threats.

b2

b3-1530.5 (b)(4)(c)
 (b)(8)(i)

Force Structure. Current SEIPT planning calls for a total of 420 units. The FAA may purchase additional units for the SEIPT or other users.

Capabilities Required. When operated in the airport environment, the TRX must meet the following operational requirements.

(a) Operational Effectiveness

Issue E-1: Imaging Capability. Does the TRX Device Technical Performance meet all FAA Functional Requirements at Airport Locations?

Operational Threshold (Required):

- [REDACTED]

Discussion. The TRX must be able to provide images that allow screeners to detect items contained in carry on baggage. The FAA is considering using the new ASTM cabinet x-ray test standard to more accurately measure imaging performance. The current threshold will likely be replaced by these new objectives in future operational requirements documentation.

b2
b3-1500.5
(b)(4)(i)

Issue E-2: System Detection Success Rate. Does the TRX Device Meet all Operational Explosive and Collateral Detection Requirements when Deployed at Airport Locations?

Operational Threshold (Required):

- Meets critical elements of FAA TIP Functional Requirements (DOT/FAA/AR-97-67), including threat database size of [REDACTED] and [REDACTED]

(b)(4)(i)

Discussion: WJHTC testing will assess whether or not the TRXs meet TIP functional requirements in a laboratory environment. Operational testing will assess whether or not the TRXs meet TIP functional requirements in the operational environment. Results from the WJHTC and operational test will not necessarily be equal; the airport environment with real world screeners and real world bags may impact the ability of the system to meet functional requirements. The threat database size is mentioned explicitly because it is very important since operators and screening companies will be certified based upon, among other things, threat image detection rates. The database must be sufficiently large enough to mitigate against the possibility that users will memorize threat images.

Issue E-3: False Alarm Rate. Does the TRX Device Meet False Alarm Rate Requirements when Deployed at Airport Locations?

b2

63-1520-5(b)(4)(i)

Operational Thresholds (Required):

- Within [REDACTED] provides accurate user false alarm rate as defined by the following formula:

$$\text{User False Alarm Rate} = \frac{\text{\# of threat button uses that occur when no TIP is present}}{\text{\# of bags scanned}}$$

Discussion. Because the user false alarm rate will be used along with other operator scores for user and screening company certification, the accuracy of the user false alarm rate is an operational requirement. When operated with TIP only, the system counts user false alarms. A user false alarm occurs when the user depresses the threat button when no TIP image is present. This calculation ignores the possibility that the operator is responding to a real threat inside a bag. Such occurrences are infrequent have a negligible effect on user false alarm rate.

Issue E-4: Throughput. Does the TRX Device Meet Air Carrier Passenger and Baggage Throughput Requirements when Deployed at Airport Locations?

Operational Thresholds (Required):

- Meets or exceeds current Processing Rate of 7 seconds per bag when employing TIP.
- The threat database will be indexed based upon threat types, with settable allocation percentages for the various types.
- The projection of fictional threats will be based on a bag ratio that is 1 threat per so many bags, where the number of bags can vary from 1 to 9999.
- Scheduling of image presentation will allow occasional random insertions and a range of bags in which to present the TIP image.
- TIP capability will be capable of being turned on/off through management functions.

Discussion. The system must process bags fast enough to maintain current checkpoint bag processing rates that are typically 7 seconds per bag. The other thresholds pertain to TIP software settings, each of which can impact system throughput. The frequent insertion of more difficult threat types or too frequent insertions will slow checkpoint operations. These settings can be tailored to make sure that passenger throughput is maintained while TIP testing continues. The bag range and random insertion settings are necessary to prevent users from counting bags until the next TIP image insertion. They ensure that users will actively search each bag to find TIP images. Without these settings, the users would not actually check bags for TIP images, so the throughput data collected would not truly represent that of a TRX operated with TIP.

Issue E-5: Automated Data Collection. Does the TRX Device Provide Adequate Automated Data Collection and Retrieval Capability?

Operational Thresholds (Required):

- The TRX provides all field data, including daily and monthly user scores, exportable onto COTS media in a format that allows import into Microsoft Excel for processing.
- The TIP subsystem will maintain accurate daily and monthly scores for each user to a maximum 180 day period; this data will be reported by individual user ID. Scores include, but are not limited to, TIP detection percentage, bag count, false alarm rate, and average detection time.
- Data must be consistent and coherent across all 4 reports specified in the TIP Functional Requirements.

Discussion. The Field Data Reporting System (FDRS) for the TRX needs to contain accurate data to facilitate screener and screening company certification by FAA policy. Data must be accurate enough to withstand scrutiny in case of policy enforcement actions. Therefore, FDRS accuracy is of great importance.

Issue E-6: Security Protocol Implementation. Does the TRX Device Comply with Local Airport Security Protocols as Fielded?

Operational Threshold (Required):

- Supports current local security protocols.
- TIP access restricted using User IDs and Passwords.

Discussion. The TRX must be able to be used in conjunction with current airport security protocols. Certain minor modifications in local security protocols will be required. For example, those checkpoints that did not previously have TIP machines will need to use the threat key to check if identified threats are real or fictional. However, the TRX should not require significant changes in checkpoint operations. Because data will be used for certification, accounts must be password protected to make certain that the user logged on is in fact the user that is using the system.

(b) Operational Suitability

Issue S-1: Operational Availability (A_o). What Is the Demonstrated A_o?

Operational Threshold (Required):

- A_o of at least [REDACTED] when TIP is turned on, where A_o is defined as below.

b2

b3-1520.5 (b)(4)(c)

(b)(4)(v) 4

For any single machine, any duty day.....	$A_0 = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime (CF)} + \text{Downtime (NCF)} + \text{Downtime (RECAL)}}$
--	--

- CF= Critical Failure (any failure where the machine cannot perform its mission for greater than 10 minutes);
- NCF= Problem occurs, the fault condition is cleared within 10 minutes;
- RECAL= Following a downing event (either CF or NCF), time spent restoring the machine to operational status, includes running through calibration or checkout sequence/procedure.

Discussion. A_0 is the probability that the TRX will be available for use at any given time. A_0 inherently includes maintenance response time, since the total amount of downtime includes time spent waiting for maintenance to arrive. With this value in mind, the probability that one or more TRXs at a checkpoint might be down at a given moment can be estimated as well.

Issue S-2: Mission Reliability (M_R). What is the Demonstrated Mission Reliability (M_R)?

Operational Threshold (Required):

- [REDACTED] M_R , where M_R is defined as below:

b2
b3-1520.5 (b)(4)(i)
(b)(9)(v)

$M_R = e^{-(\text{Failure Rate})(\text{Mission Duration})}$

Failure rate is the ratio of number of critical failures/total operating time (hours), mission duration is the length (hours) of the mission, and e is the natural logarithmic base. Note that M_R of [REDACTED] implies a mean time between critical failures (MTBCF) of approximately [REDACTED] hours (or 12 months), assuming a 20 hour mission duration.

(b)(4)(i)
(b)(9)(v)

Discussion. M_R is the probability that the TRX will be able to complete a day's work without suffering any critical failures. The TRX should be very reliable due to its importance both as a security device and a certification data collection tool.

Issue S-3: Maintainability and Supportability. What are the Demonstrated Maintainability and Supportability Characteristics?

Operational Threshold (Required):

- [REDACTED]

(b)(4)(i)
(b)(9)(v)

b2

b3-1520.5 (b)(4)(i), (b)(4)(v)

[REDACTED]

Discussion. The TRX must be maintainable and supportable. Vendor data will be used to help assess these thresholds, since the duration of operational test will not provide many maintenance actions.

Issue S-4: Training. Does the Manufacturer's Training Program Adequately Prepare Supervisors, Operators, and Maintainers to Perform Their Duties?

Operational Thresholds(Required):

- The training must adequately prepare users to use the TRX and its TIP subsystem.
- The training must teach users the basics of TIP scoring, especially in the areas of detection success rate and false alarm rate.

Discussion. TRX training is very important for several reasons. First, users need to understand how to use the TRX in order to maximize their and their company's ability to be certified by FAA policy. In addition, users need to understand how TIP scores will be used in evaluation. Specifically, users must be aware that user false alarm rate will be used in addition to TIP detection success rate. Training should be robust enough to allow new x-ray users to be certified based on the TRX training they receive, especially since in a few years, most new screeners will not have previous x-ray experience.

Issue S-5: Ease of Use. Does the device facilitate (ease of use) explosive detection when operated and maintained by representative field personnel?

Operational Thresholds (Required):

- System is able to be used by trained high school graduates.
- Management access allows for all functions including changing TIP settings and account creation.
- TIP provides no cues to operator concerning TIP tests.
- TIP subsystem provides immediate feedback to operators advising threat type and result (Hit/Miss) or no threat (User False Alarm) that must be cleared by the operator before any other bags can be screened.

Discussion. The TRX must be easy to use. It should not require any special skills above and beyond those skills required for existing x-rays. Supervisors must have access to administrative functions. The system must provide feedback to the user that he must acknowledge. This will help mitigate against possible confusion between actual and fictional threats. The system must not cue the operator that a TIP test is either on the screen or imminent. Such occurrences will inflate user detection scores and possibly deflate false alarm scores, thus impacting the ability to accurately assess operator performance.

Issue S-6: Life Cycle Cost. Do Life Cycle Cost Projections indicate that the TRX operations and maintenance costs are sustainable when full production and deployment is achieved?

Operational Thresholds (Required):

- Cost of maintenance sustainable.
- Cost of operations sustainable.

Discussion. The life cycle cost of the TRX must be sustainable. Vendor data will be requested and used to assess this issue, since operational test is of limited duration.

Issue S-7: Deployability. Does the Deployment Footprint for the TRX facilitate installation and integration at field locations?

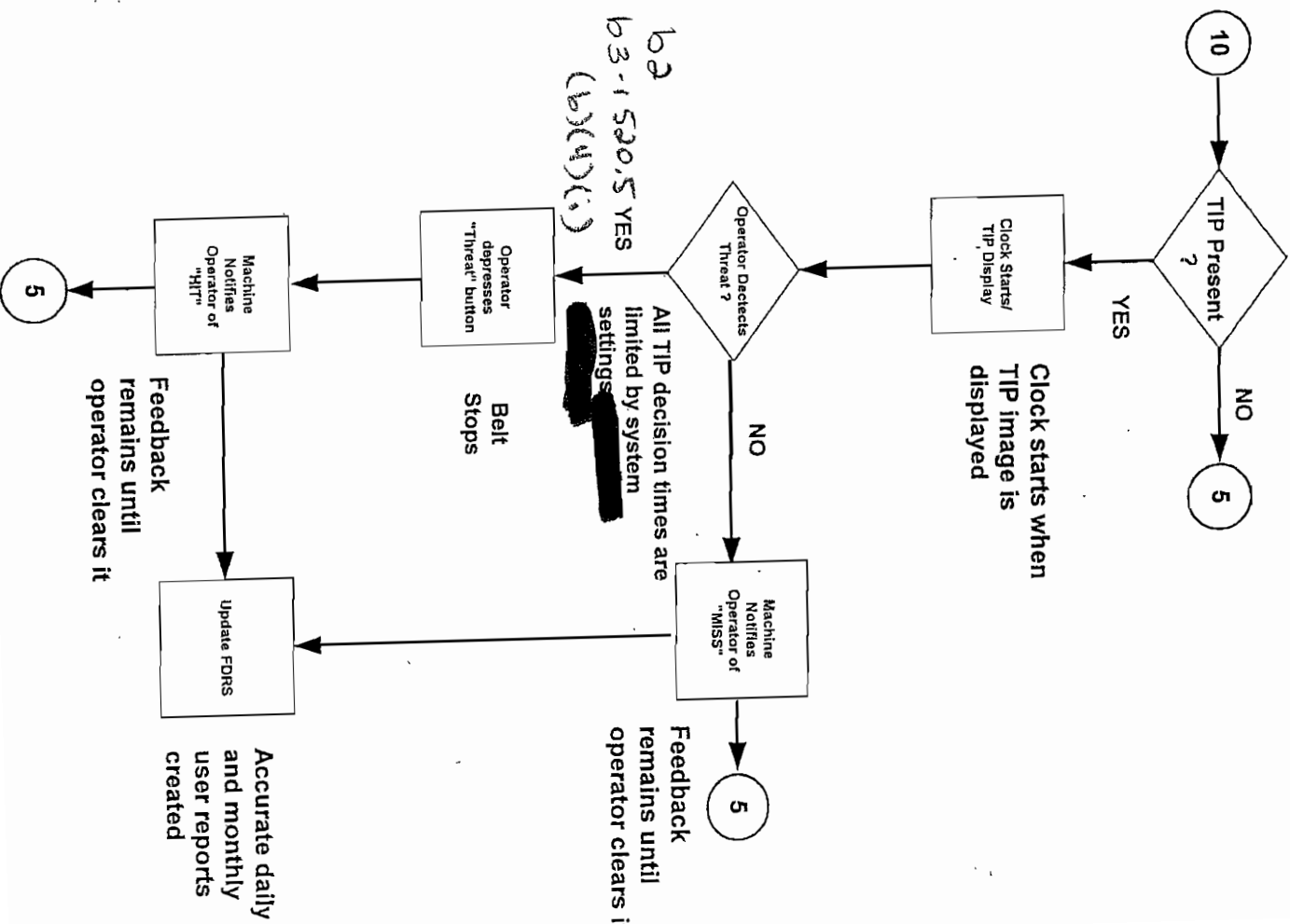
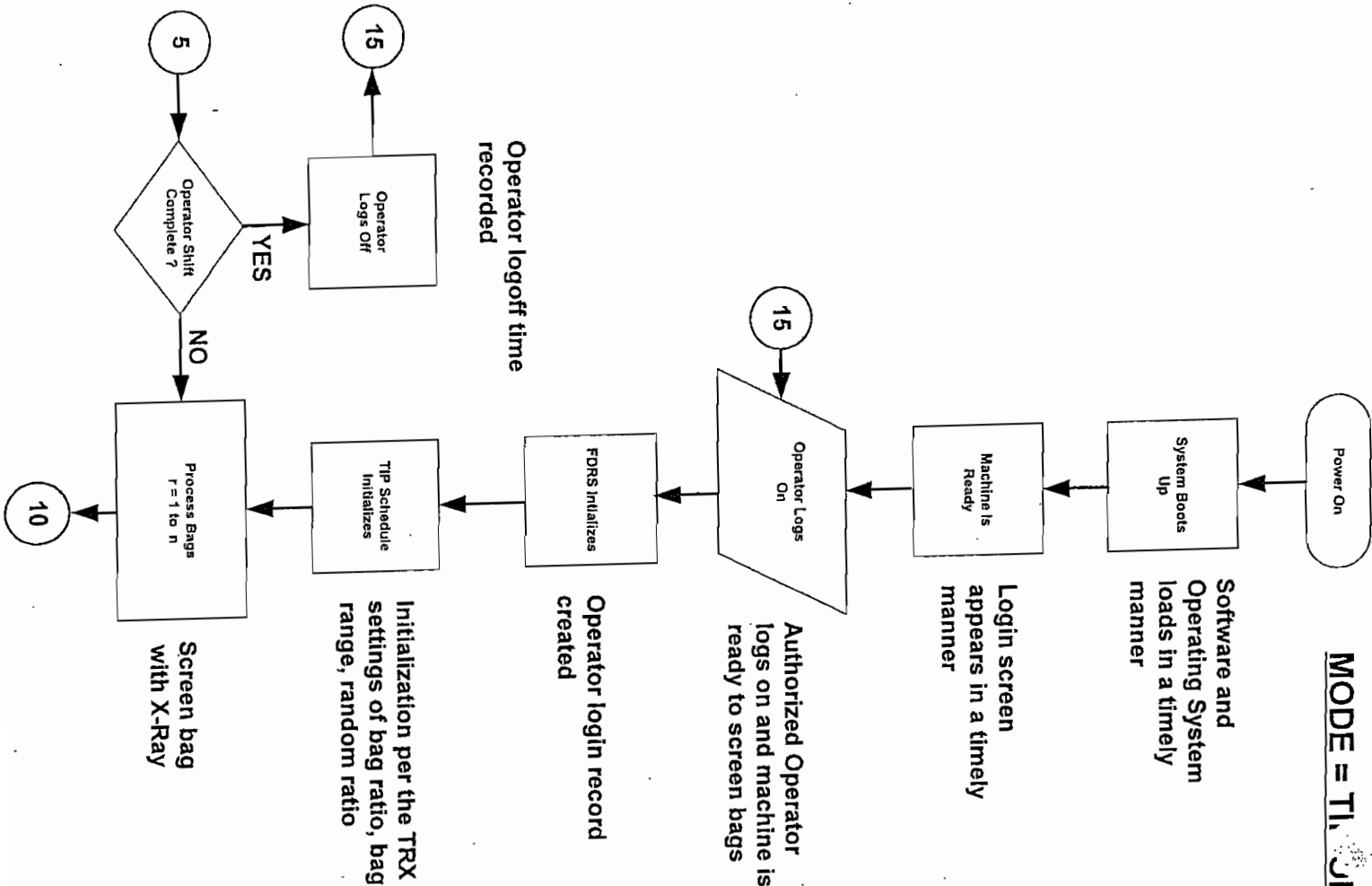
Operational Thresholds (Required):

- Form-Fit-Function (F³) compatible with existing devices; this includes all physical input configurations
- Power compatibility with existing site electrical fixtures is mandatory (Volts, Amps, Wattage)
- The TRX must not pose a health hazard to operators or the public (OSHA 29 CFR 1910, FDA 21 CFR 1020, and 10 CFR 20, Part 51)

Discussion. The TRX must be deployable without serious impact to the checkpoint. It must not require additional space or electricity above and beyond that of an existing x-ray. It must not pose any health hazards.

MODE = TI, UN : Expected Results

DTEFA01-00-C-Uuu38



ATTACHMENT J-6
Manufacturer's Warranty

Heimann Systems warrants the HI-SCAN Systems to be free from defects (under normal usage) for a period of two years after the date of delivery, on parts, labor and technician's transportation. Heimann Systems obligation, under the parts warranty, is limited to repair replacement of any defective parts, to be returned to the company within the warranty period. Heimann Systems shall not be liable for any warranty, either expressed or implied, other than set forth above, and shall not be held liable for consequential or contingent damages.

This warranty shall not apply to any materials which have been damaged by improper handling, installed or operated in any manner not in accordance with Heimann Systems instructions, subjected to misuse, negligent, accidental, repaired or altered, without the written consent of Heimann Systems.

Addendum to the Warranty

Sixty months (60) from date of installation on x-ray generator, parts only.

APR 14 '00 08:41 FR HEIMANN SYSTEMS

973 838 2200 TO MARK L

P.01/01



SERVICE CONTRACT

Covers all travel and labor expenses necessary to service and repair any Heimann Systems Hi-Scan X-ray equipment during standard business hours. [REDACTED]

Units less than [REDACTED]

[REDACTED]

b4

MAINTENANCE RIDER

A Maintenance Rider is available as an addition to the Service Contract. Covers all travel and expenses on any Heimann Systems Hi-Scan X-ray equipment necessary to perform one yearly maintenance check during standard business hours. All parts are separate.

Units less than [REDACTED]

[REDACTED]

b4

PARTS RIDER

A Parts Rider is available as a compliment to the Service Contract. All parts are covered excluding parts subject to "wear and tear" (CRT monitors, conveyor belts, curtains, etc.) and items damaged by improper handling or misuse and damage caused by Acts of Terrorism, Acts of War or Acts of God.

Units less than [REDACTED]

[REDACTED]

b4

MACHINES NOT CURRENTLY COVERED BY WARRANTY WILL REQUIRE A CHECK UP PRIOR TO BEING PLACED ON A CONTRACT. ALL LABOR, TRAVEL AND PARTS EXPENSES WILL BE CHARGED TO THE CUSTOMER.

1/15/00

ATTACHMENT J-7
Manufacturers' SIR I Cure Plan (Summary Listing)

Heimann

- SIR 1 – Cure Plan Submittal Volume 1, Management Plan, December 17, 1999
- SIR 1 – Quality Systems Plan, December 8, 1999
- SIR 1 – Assumptions, Exceptions, and Deviations Document, (Included in Cure Plan Submittal Volume 1, Management Plan, Section 4.0, December 17, 1999)

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**
*(The requirements of the DoD Industrial Security Manual apply
to all security aspects of this effort.)*

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

b. LEVEL OF SAFEGUARDING REQUIRED

THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER		XX	a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD) 99-07-15
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>	
DTFA01-99-R-12345a	99-07-15			

4. IS THIS A FOLLOW-ON CONTRACT? YES NO **NO. If Yes, complete the following:**
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO **NO. If Yes, complete the following:**
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
Heimann Systems Corp. 30 Hook Mountain Road Pine Brook, NJ 07058	1GZD5	

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Lease/Purchase of one to nine HI-TRAX units for field testing.

10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b.	RESTRICTED DATA	X		b.	RECEIVE CLASSIFIED DOCUMENTS ONLY	X	
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d.	FORMERLY RESTRICTED DATA			d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
e.	INTELLIGENCE INFORMATION			e.	PERFORM SERVICES ONLY	X	
	(1) Sensitive Compartmented Information (SCI)			f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		
	(2) Non-SCI			g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
f.	SPECIAL ACCESS INFORMATION			h.	REQUIRE A COMSEC ACCOUNT		
g.	FO INFORMATION			i.	HAVE TEMPEST REQUIREMENTS		
	FOREIGN GOVERNMENT INFORMATION			j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
	LIMITED DISSEMINATION INFORMATION			k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
h.	FOR OFFICIAL USE ONLY INFORMATION			l.	OTHER <i>(Specify)</i>		
i.	OTHER <i>(Specify)</i>						

ATTACHMENT J-9

Functional Requirements for Networking Threat Image Projection

PLACE OF DELIVERY/SITE	Mileage	Air Fare Per Technician (2 Technicians Required)	Per Diem Per Day Per Technician	Shipping Per Single Unit (Discounts will apply to Multiple Units)	Total
JFK/TBD	0	0	0	\$1,714	\$1,714
IAD/TBD	0	\$440	\$150	\$1,414	\$2,594
DCA/TBD	0	\$440	\$150	\$1,414	\$2,594
ATL/TBD	0	\$300	\$130	\$1,200	\$2,060
LAX/TBD	0	\$800	\$150	\$3,004	\$4,904
ORD/TBD	0	\$600	\$150	\$1,719	\$3,219
MIA/TBD	0	0	0	\$2,264	\$2,264
SFO/TBD	0	\$800	\$150	\$3,048	\$4,948
SEA/NWA	0	\$800	\$120	\$2,957	\$4,797
HNL/TBD	0	\$800	\$200	\$4,868	\$6,868
DFW/TBD	0	\$600	\$120	\$2,302	\$3,742
BWI/Delta	0	\$300	\$120	\$1,385	\$2,225
BOS/AAL	\$200	0	\$150	\$1,131	\$1,481
STL/TBD	0	\$500	\$120	\$1,955	\$3,195
SJU/TBD	0	\$400	\$150	\$3,068	\$4,168
DEN/TBD	0	\$600	\$150	\$2,378	\$3,878
MCO/TBD	\$200	0	\$120	\$2,188	\$2,508
IAH/TBD	0	\$600	\$130	\$2,378	\$3,838
WJHTC/FACI	\$100	0	\$120	\$1,315	\$1,535
WJHTC/TBD	\$100	0	\$120	\$1,315	\$1,535

2 Pallets – 1=1,000lbs. 1=500lbs. (estimated)
 Inside Delivery – two drivers necessary

Dimensions:

7555 (CLIN0001) 115"L x 34"W x 35"W (1,000 lbs)
 9075 (CLIN0002) to JFK - 130"L x 58"W x 85"W (2,500 lbs)

Attachment J-10
Manufacturer's Equipment Options CLIN 0003

Quantity	CLIN	Option, Description	Unit Price	Vendor
Breaks	Number 0001	Model Number	Per Quantity Break	Comments
1 - 100		High-speed conveyor	\$4,095.00	Includes tunnel extension and bellows
101-200		6040i	\$3,970.00	
201-300			\$3,890.00	
301-400			\$3,765.00	
401-600			\$3,685.00	
601-800			\$3,600.00	
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Attachment J-10

Manufacturer's Equipment Options CLIN 0003

Quantity Breaks	CLIN Number 0001	Option, Description Model Number	Unit Price Per Quantity Break	Vendor Comments
1 - 100		High-speed conveyor	\$4,500.00	Includes tunnel extension and bellows
101-200		7555i	\$4,365.00	
201-300			\$4,275.00	
301-400			\$4,140.00	
401-600			\$4,050.00	
601-800			\$3,960.00	
-				

Attachment J-10
Manufacturer's Equipment Options CLIN 0003

Quantity	CLIN Number 0001	Option, Description Model Number	Unit Price Per Quantity Break	Vendor Comments
Breaks				
1 - 100		Operator Support Bar	\$1,200.00	
101-200		6040i & 7555i	\$1,164.00	
201-300			\$1,140.00	
301-400			\$1,104.00	
401-600			\$1,080.00	
601-800			\$1,056.00	
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Attachment J-10

Manufacturer's Equipment Options CLIN 0003

Quantity Breaks	CLIN Number 0001	Option, Description Model Number	Unit Price Per Quantity Break	Vendor Comments
1 - 100		Adjustable Monitor Console 60401 & 75551	\$2,500.00	
101-200			\$2,425.00	
201-300			\$2,375.00	
301-400			\$2,300.00	
401-600			\$2,250.00	
601-800			\$2,200.00	
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ATTACHMENT J-11
Clin 0005 - Professional Services
Time and Materials

Category	Est. Hours	Hourly Rate Year One	Hourly Rate Year Two	Notes
Program Manager		\$ 67.50 SAL \$ 40.50 G&A \$ 27.00 PFT \$135.00 TTL	\$ 67.50 SAL \$ 40.50 G&A \$ 27.00 PFT \$135.00 TTL	
Software Engineer		\$ 60.00 SAL \$ 36.00 G&A \$ 24.00 PFT \$120.00 TTL	\$ 60.00 SAL \$ 36.00 G&A \$ 24.00 PFT \$120.00 TTL	
Configuration Management Engineer		\$ 50.00 SAL \$ 30.00 G&A \$ 20.00 PFT \$100.00 TTL	\$ 50.00 SAL \$ 30.00 G&A \$ 20.00 PFT \$100.00 TTL	
Quality Program Officer		\$ 70.00 SAL \$ 42.00 G&A \$ 28.00 PFT \$140.00 TTL	\$ 70.00 SAL \$ 42.00 G&A \$ 28.00 PFT \$140.00 TTL	
Training Instructor		\$ 45.00 SAL \$ 27.00 G&A \$ 18.00 PFT \$ 90.00 TTL	\$ 45.00 SAL \$ 27.00 G&A \$ 18.00 PFT \$ 90.00 TTL	
Field Engineer		\$ 60.00 SAL \$ 36.00 G&A \$ 24.00 PFT \$120.00 TTL	\$ 60.00 SAL \$ 36.00 G&A \$ 24.00 PFT \$120.00 TTL	
Field Services Technician		\$ 40.00 SAL \$ 24.00 G&A \$ 16.00 PFT \$ 80.00 TTL	\$ 40.00 SAL \$ 24.00 G&A \$ 16.00 PFT \$ 80.00 TTL	
Documentation Specialist		\$ 55.00 SAL \$ 33.00 G&A \$ 22.00 PFT \$110.00 TTL	\$ 55.00 SAL \$ 33.00 G&A \$ 22.00 PFT \$110.00 TTL	

Vendors shall follow the instructions in the Instructions to Offerors Sheet attached to this SIR.

At this time we do not feel comfortable giving an estimate as the information on TIP Net is preliminary.

We have read and acknowledge Attachment J-8.

POSTION DESCRIPTIONS

PROGRAM MANAGER

Basic Qualifications: Successful completion of a full four (4) year course of study in an accredited college or university leading to a bachelor's degree or higher degree, which included a major requirement for a professional occupation, i.e., engineering, computer science, business management, or related field.

Additional Qualifications: A minimum of five (5) years of management experience of which three years (3) must consist of engineering or project management experience of systems development, integration, deployment, and testing activities. Must demonstrate the ability for planning, directing and coordinating the work activity of technical staff. Experience must also include management of technical development projects relating to computer systems and/or security systems and products.

SOFTWARE ENGINEER

Basic Qualifications: Successful completion of a full four (4) year course of study in an accredited college or university leading to a bachelor's degree or higher degree in computer science, computer engineering, management information systems, electrical engineering or related field.

Additional Qualifications: A minimum of five (5) years experience in software development using software development tools and involving server operation and development.

CONFIGURATION MANAGEMENT ENGINEER

Basic Qualifications: Successful completion of a full four (4) year course of study in an accredited college or university leading to a bachelor's degree or equivalency certificate higher degree, which included a major field of study or specific course requirements for professional occupations, i.e., Engineering, Computer Science, or related field. Equivalent work experience is suitable as a substitute for the four year degree.

Additional Qualifications: Must have at least six (6) additional years of engineering experience which includes two (2) years of experience which demonstrates practical with current state-of-the-art configuration management techniques and industry standards. Experience must also reflect knowledge and competence in broad-based management of engineering projects that involved organizationally and geographically dispersed elements.

POSTION DESCRIPTIONS

QUALITY PROGRAM OFFICER

Basic Qualifications: Successful completion of a two (2)-year course of study in an accredited college or trade school leading to an associated degree or equivalent, which included a major study or specific course requirements for engineering or project management

Additional Qualifications: Must have at least three (3) years of experience in managing and administering quality assurance systems.

TRAINING INSTRUCTOR

Basic Qualifications: A demonstrated understanding of Instructional Systems Design with five (5) or more years experience in developing course materials from approved design plans and learning objectives as defined in FAA and/or DOD instructional design standards and practices, or a comparable process. Classroom and lab training experience in a formal training environment are a must as is experience developing multimedia courseware for presentation in video, Computer Based Training (CBT), or interactive videodisc.

Additional Qualifications: Must have at least two (2) years experience in developing training material, plans, and schedules as specified in the Statement of Work that shall include as a minimum: (1) Operator's training; and (2) System support/maintenance training. Must be capable of developing and teaching both classroom, lab training, and informal training courses in technical subjects such as data base construction and management.

FIELD ENGINEER

Basic Qualifications: Successful completion of a full four (4) year course of study in an accredited college or university leading to a bachelor's or higher degree in computer science, computer engineering, electrical engineering, management information systems, or related field. Equivalent work experience is suitable as a substitute for the four year degree.

Additional Qualifications: A minimum of three (3) year experience assisting in the implementation, fielding, and maintenance of cabinet x-ray systems, preferably in a security applications.

FIELD SERVICES TECHNICIAN

POSTION DESCRIPTIONS

Basic Qualifications: Successful completion of a two (2)-year course of study in an accredited college or trade school leading to an associated degree or equivalent, which included a major study or specific course requirements for computer science, computer engineering, management information systems, electrical engineering or related field. Equivalent work experience is suitable as a substitute for the two year degree.

Additional Qualifications: Must have at least three (3) years of experience in program management and administrative support.

DOCUMENTATION SPECIALIST

Basic Qualifications: Successful completion of high school or GED certification with a minimum of twenty (20) college credit hours of education with emphasis in Library Science, English or business or related field.

Additional Qualifications: Must have at least five (5) years experience as a documentation specialist or technical writer of large complex programs in commercial or defense environment. The experience shall include development maintenance and distribution mechanism of all documents generated on the project.

Date of Award: 18-APR-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA01-00-F-38001
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
--	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
--	--

PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643	TOTAL AMOUNT OF ORDER/AWARD: \$46,993.00
---	---

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: DATE SIGNED:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T. Branch</i> APR 19 2000 Kimberly T. Branch DATE SIGNED:
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<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 DTFA01-99-D-00038. TRX Unit. Model 6040i.	46,993.00	US Dollars	1	\$46,993.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0002620 PRI CODE: 5-4				
Shipment AAR-IPT				
# 1 Federal Aviation Administration				QUANTITY
590 Herndon Parkway				46,993.00
Suite 120				
Herndon, VA 20170				
MARK FOR: Keith Goll, AAR-600, 703-707-5640				
W.282A.0---.---.3A1500.F050---.3140.480100.-.---.98600106				
				AMOUNT
				\$46,993.00

Model 6040i and High Speed Conveyor for delivery to WJHTC.

*PARTIALLY -
EXECUTED
ORIGINAL*

DTFA01-00-C-00038

Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 38-00001
Design Audit System Delivery

1. Delivery order Number: 38-00001

2. Description of this action: The purpose of this order is to direct the TRX contractor to deliver one Model 6040I Aviation Unit TRX to the William J Hughes Technical Center (WJHTC) for test and evaluation to establish a product baseline prior to release of a TRX production order.

3. FAA Points-of-Contact: Kimberly Branch, Contracting Officer, (703)707-5655
Keith Goll, COTR, (703)707-5640

4. Funding Authorization: The amount funded for this delivery order is \$ 46,993, including the following items:

CLIN	ITEM	COST
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$42898
CLIN 003	Options: () High-Speed Conveyor, 6040i	\$4095

5. Period of Performance: Date of award through 30 September 2000.

6. Description of Work: The TRX contractor shall deliver quantity one (1) Model 6040I Aviation Unit TRX, included the options listed above, to the WJHTC in Atlantic City, NJ. This unit is the First Article Testing and Evaluation unit, as specified in Section 3.5.1 of the Statement of Work (Attachment J-1). The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved Site Acceptance Test (SAT) procedures.

The contractor shall prepare and provide to the FAA test plans and procedures to be used in the demonstration and acceptance of the system.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

Item	Schedule	Remarks
Site Installation and Checkout Procedures (CDRL A0009)	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 10 days. The initial draft will be used to support SAT of the first system. The final version of the user documentation shall be provided when it is completed.
Configuration Management	Initial draft 30 days after contract award, but not later than 1 week	Contractor format using guidance of FAA-SE-016t. Government review period for each draft

Item	Schedule	Remarks
Plan (CDRL A0004)	prior to delivery of the TRX equipment.	is 30 days.
Master CI listing (CDRL A0018)	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor format using guidance of FAA-SE-018 (Configuration Status Accounting).
Test Readiness Review (CDRL A 0019)	5 days prior to each formal test (e.g. FAT, FAT&E, FCA, SAT)	Contractor Format
FAT&E Plan/Procedures (CDRL A0021)	30 days after contract award, but not later than 2 weeks prior to delivery of the first TRX equipment unit.	Contractor format using guidance of FAA-TE-005t. Government review period for each draft is 30 days. The initial marked up draft may be used to conduct FAT&E.
Factory Acceptance Test (FAT) Plan and Procedures (CDRL A 0008)	15 Days after contract award, but not later than 1 week prior to delivery of the first TRX equipment.	Contractor format using guidance of FAA-TE-005t. Government review period for each draft is 15 days. The initial marked up draft may be used to conduct FAT.
Site Acceptance Test (SAT) Procedure	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 15 days. SAT of the initial system may use a draft, marked-up version of the SAT Procedure
Master Test Plan (CDRL A0020)	30 days after contract award, but not later than 2 weeks prior to delivery of the first TRX equipment unit.	Contractor format using guidance of FAA-TE-001t. Government review period for each draft is 30 days. The initial marked up draft may be used to conduct early scheduled tests.
Operations/Users Manual (CDRL A0012)	Initial draft of updates to SIR I version (if required) 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 15 days. The initial draft will be used to support SAT of the first system. The final version of the user documentation shall be provided when it is completed.
Model 6040I Aviation Unit TRX Equipment	Quantity one (1) to be delivered no later than 4-weeks after contractor award.	Installation and site acceptance testing will commence immediately following delivery.
Delivery Order Status reports	Twice monthly NLT 3-days after the 1 st and 15 th of the month.	Contractor format; Email distribution. Report progress for the reporting period, problems and actions to be taken, plans for the next reporting period, and a current schedule for the completion of the DO effort.

8. Government Furnished Information or Property: None.

END OF DELIVERY ORDER

**THREAT IMAGE PROJECTION (TRX) PROGRAM
INSTRUCTIONS TO OFFERORS**

This document contains instructions to offerors to complete the attached Model Contract document. Please read the instructions carefully, as they have been amended from release of the Draft SIR 2.

1. Part 1 – Section B
 - a. B.2 Indefinite Quantity Contract – Minimum and Maximum Amount: Offerors shall insert the minimum price of the deliver order, which equates to quantity of 100 base TRX units exclusive of options. Offerors shall insert the maximum ceiling price for all orders established under this contract, which equates to quantity of 800 for CLINs 0001 and 0002 combined.
 - b. B.2.a. INDEFINITE DELIVERY/INDEFINITE QUANTITY:

Under CLIN 0001, offerors shall insert the make & model of the equipment proposed for carry on baggage. In the estimated quantity column, offerors shall propose economic quantity price breaks for the purchase of 100 up to 800 units – base price only. Offerors are allowed to provide unit pricing for Year One and Year Two respectively, based on their company's business practices. Year One refers to date of contract award through 12 months after date of contract award. Year Two refers to month 13-24 after date of contract award.

Under CLIN 0002, offerors shall follow the instructions above.

Under CLIN 0003, TRX Equipment Options: Offerors are required to complete Attachment J-10, which is provided in an excel spreadsheet format. For each option proposed, offerors are encouraged to submit economic price breaks for quantities from 1 to 800. Bundling of options is not desired or encouraged. Options shall be listed separately, along with the corresponding CLIN, and vendor make and model of the base unit to which it applies.

- c. B.2.b. Time and Materials CLIN – CLIN 0005

Offerors shall follow the instructions set forth in this section for proposing the labor rates. Offerors shall provide the breakout of their labor rates in their response to this SIR. Offerors shall refer to the Statement of Work (SOW) reference for a description of the proposed task. Labor categories and position descriptions are provided at Attachment J-11. Offerors shall estimate the number of hours per category to accomplish the referenced task. Offerors are allowed to proposed labor rates for Year 1 and Year 2 of the contract period of performance, based on their company's business practices. Year One refers to date of contract award through 12 months after date of contract award. Year Two refers to month 13-24 after date of contract award.

Other Direct Costs:

Offerors shall refer to Section F.9 Place of Performance for estimating travel and shipping costs. Section F.9 lists all CAT X airports. The FAA does not guarantee that orders will be placed for each airport and site listed.

2. Section G – CONTRACT ADMINISTRATION DATA

- a. Section G.3 Contractor Contacts for Post-Award Administration: Offerors shall insert the Program Manager, as previously identified during the Cure Plan process. Offerors shall reconfirm the authorized negotiators for this contract below

K.7 3.2.2.3-15 AUTHORIZED NEGOTIATORS (APRIL 1996)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

The offeror or quoter represents that the following persons are authorized to sign the resulting contract on its behalf with the Government in connection with this request for proposals or quotations:

(End of provision)

3. Section H – SPECIAL CONTRACT PROVISIONS

- a. Offerors are directed to Clause H.1 Order of Precedence that incorporates the materials approved under the Screening Information Request (SIR), and Cure Plan process that established the QVL.
- b. Section H.4 Warranty: Offerors are required to state any changes, additions, or extensions to the negotiated warranty under the Screening Information Request (SIR), and Cure Plan process that established the QVL.
- c. Section H.10 Qualification of Personnel for CLIN 0005 is a new clause incorporated to cover the Time and Materials section added to the TRX requirement.

- d. Section H.11 Key Personnel and Facilities: Offerors are required to insert the name of the Program Manager, and the key facilities that will be used for production under this contract.
- e. Section H.13 Subcontracting Plan: Offeror's were advised of FAA acceptance of their subcontracting plan. Offerors are required to insert the date of this notice.
- f. Offerors are alerted to Section H.15 Ethical Behavior
- g. Section H.17 Testing and Evaluation Fee for Services: Offeror's are advised that this is a new clause.
- h. Section H.18 3.13-6 Security Requirements (February 2000): Offeror's are advised that this is a new clause.

i. Offerors are required to certify that PART IV - SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS, previously submitted with SIR DTFA01-99-R-12345(a) have not changed, and are still applicable and in full force and effect. If changes are required, Offerors must complete the attached Section K and return it with the proposed Model Contract.

**PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS**

K.1 3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

(End of provision)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 1996)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

K.2 3.2.5-2 Independent Price Determination (October 1996)

The offeror warrants that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and
- (3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(End of provision)

K.3 3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have all office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other State basis. _____

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K.4 3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision.

(ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of Provision)

K.5 3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror is or is not a regular dealer in, or is

or is not a manufacturer of, the supplies offered.

(End of Provision)

K.6 3.2.2.3-5 DESCRIPTIVE LITERATURE (OCTOBER 3, 1996)

(a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the Screening Information Request (SIR) and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) Descriptive literature, required elsewhere in this SIR, must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this SIR for receipt of submittals. Failure to submit descriptive literature on time may require rejection of the offer (see the "Late Submissions, Modifications, and Withdrawals of Submittals" provision of this SIR).

(c) The failure of descriptive literature to show that the product offered conforms to the requirements of this SIR may require rejection of the submittal.

(d) At the discretion of the Contracting Officer, the requirement for furnishing descriptive literature under this (SIR) may be waived for any offeror that makes an affirmative representation in subparagraph (d)(1) below, if the Contracting Officer determines that the product supplied by the offeror under a prior contract meets the requirements of this SIR.

(1) The offeror represents that it has, has not [check applicable box] supplied a product to the _____ [as appropriate, the Contracting Officer shall designate the contracting office or an alternate activity or office] under a prior contract that is the same as the product offered under this SIR for which literature is required.

(2) If the offeror checked 'has' in paragraph (d)(1) above, and seeks a waiver of the requirement for submitting descriptive literature, the offeror must fill in the following information:

Prior contract number _____

Date of prior contract _____

Contract line item number of product supplied _____

Name and address of government activity
to which delivery was made _____

Date of final delivery of product supplied _____

(e) Offerors must submit offers on the basis of required descriptive literature or on the basis of a previously supplied product under paragraph (d) above. An offeror submitting an offer on one of these two bases may not elect to have its offer considered on the alternative basis after the time specified for receipt of submittals. An offeror's request for a waiver under paragraph (d) above will be disregarded if that offeror has submitted the descriptive literature required under this SIR.

(End of provision)

K.7 3.2.2.3-15 AUTHORIZED NEGOTIATORS (APRIL 1996)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

The offeror or quoter represents that the following persons are authorized to sign the resulting contract on its behalf with the Government in connection with this request for proposals or quotations:

(End of provision)

K.8 3.2.2.3-23 PLACE OF PERFORMANCE (APRIL 1996)

(a) The offeror or quoter, in the performance of this contract, / / intends, / / does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information.

Place of Performance _____
(Street, Address, City, _____
County, State, Zip Code) _____

Name and Address of Owner _____

and Operator of the Plant or
Facility if Other than Offeror
or Quoter
*

(End of provision)

**K.9 3.2.3-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(APRIL 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified as the following subsections I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of CAS rules, except for those contracts which are exempt as specified CAS rules.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of CAS rules must, as a condition of contracting, submit a Disclosure Statement as required by CAS rules. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (I) Original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) One copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement _____

Name and Address of Cognizant ACO where filed _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.
The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with CAS rules, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of CAS rules and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

N/A

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of CAS rules and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ Yes ___ No

(End of provision)

K.10 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCTOBER 3, 1996)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

(iii) The making of any Federal loan.

(iv) The entering into of any cooperative agreement.

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

(5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(7) "Officer or employee of an agency," as used in this clause, includes the following

individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(iii) A special Government employee, as defined in section 202, title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

(8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a

covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(e) Disclosure. (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(f) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(g) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(h) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which

would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

K.11 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offer agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clauses;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontractors during a period (i.e., quarterly, semiannually, or annually).

(End of provision)

K.12 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.13 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.14 3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 1996)

The Offerors signature on this contract constitutes an affirmative attestation that:
(a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
(b) The Offeror will immediately notify the Contracting Officer, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror uses for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of clause)

K.15 3.6.3-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (APRIL 1996)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL	Identification Number
_____	_____
_____	_____
_____	_____
_____	_____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the

contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required within 30 calendar days after contract award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment.

Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

K.16 3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
_____	_____
_____	_____
_____	_____

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

K.17 3.2.2.3-10 Type of Business Organization (April 1996)

The offeror, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in

_____ (country)

(End of Provision)

Federal Aviation Administration		Division To Award for Supplies or Services		Page 1 of 1	
Date of Award: 31-MAR-2000		Contract Number (if any): DTFA0100D00038		Award No. (if any):	
Date of Revision:				Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination		Ship Via: Best Means			
Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: Kimberley T Branch 703-707-5655			ESTIMATED VALUE: \$40,000,000.00 FROM: \$40,000,000.00 ESTIMATED VALUE IS CHANGED BY: \$0.00 FUNDED AMOUNT: \$10,568,103.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.					OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:		
DATE SIGNED:			BY: <i>Kimberley T Branch</i> Kimberley T Branch		
			DATE SIGNED: <i>11/21/00</i>		

H.19 AMS Clause 3.13-7 Qualifications of Employees (June 2000)

The Contracting Officer will provide notice to the Contractor when the Contracting Officer finds that any contractor employee is incompetent, careless, unsuitable or otherwise objectionable, or whose conduct appears contrary to public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(End of Clause)

Date of Award: 31-MAR-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any):	Revision No. 2
Date of Revision: 15-MAR-2001			

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
---	--

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	

PURCHASER NAME AND PHONE NO: Kimberly T Branch 703-707-5655	ESTIMATED VALUE: \$40,000,000.00 FROM: \$40,000,000.00 ESTIMATED VALUE IS CHANGED BY: \$0.00 FUNDED AMOUNT: \$11,042,738.00
---	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: <i>Frank Veltin, EUP</i>	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T Branch</i>
DATE SIGNED: 3/29/01	DATE SIGNED: 4/6/01

The purpose of this modification is to add Clause H.19, Equipment Nonperformance to the Contract.

H.19 Equipment Nonperformance

a. Definitions

(1) Nonconformity - nonconformity may include a number of relatively minor defects whose cumulative total adds up to a failure.

(2) Substantial nonconformity - a substantial nonconformity may include a failure or refusal to repair the goods under the warranty.

b. If a piece of equipment purchased by the FAA is discovered to have nonconformity, the contractor must propose a fix to the FAA. At the discretion of the FAA, this fix can be, but is not limited to, a "swap out" with a new piece of equipment or an extended warranty. The proposed fix must be at no additional cost to the FAA, its assignee or agent.

c. If a piece of equipment is found to have substantial nonconformity, the FAA must be compensated as follows:

1) If the nonconformity is discovered in Year 1 of the contract - complete replacement or 100% reimbursement.

2) If the nonconformity is discovered in Year 2 of the contract - 66% reimbursement.

3) If the nonconformity is discovered in Year 3 of the contract - 33% reimbursement.

d. If the substantial nonconformity is so grievous as to affect the FAA's, assignee's or agent's ability to maintain security at the site where the subject equipment is located, the FAA may:

- 1) Suspend all subsequent orders at no cost to the FAA
- 2) Cancel all subsequent orders at no cost to the FAA
- 3) Seek an equitable adjustment for the value of nonconforming equipment
- 4) Seek any remaining common law damages
- 5) Terminate for default

End of Clause

Federal Aviation Administration	Revision To Award for Supplies Services
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Date of Award: 31-MAR-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any):	Revision No. 3
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
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Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
--	--

PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106	<table style="width:100%;"> <tr> <td style="text-align: right;">ESTIMATED VALUE:</td> <td style="text-align: right;">\$40,000,000.0</td> </tr> <tr> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">\$40,000,000.0</td> </tr> <tr> <td style="text-align: right;">ESTIMATED VALUE IS CHANGED BY:</td> <td style="text-align: right;">\$0.0</td> </tr> <tr> <td style="text-align: right;">FUNDED AMOUNT:</td> <td style="text-align: right;">\$11,986,359.0</td> </tr> </table>	ESTIMATED VALUE:	\$40,000,000.0	FROM:	\$40,000,000.0	ESTIMATED VALUE IS CHANGED BY:	\$0.0	FUNDED AMOUNT:	\$11,986,359.0
ESTIMATED VALUE:	\$40,000,000.0								
FROM:	\$40,000,000.0								
ESTIMATED VALUE IS CHANGED BY:	\$0.0								
FUNDED AMOUNT:	\$11,986,359.0								

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: DATE SIGNED:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberley T Branch</i> Kimberley T Branch DATE SIGNED: <i>4/18/01</i>
--	---

1) The purpose of this Revision 3 is as follows:

In accordance with Contract Clause F.8 (FAA AMS 3.2.4-35 Option to Extend the Term of the Contract (April 1996)), the Government exercises the option to extend the period of performance of the contract from April 19, 2001 through April 18, 2002.

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

Federal Aviation Administration		Revision To Award for Supplies & Services		Page 1 of 1								
Date of Award: 31-MAR-2000	Contract Number (if any):	Award No. (if any):	Revision No.									
Date of Revision: 20-FEB-2002	DTFA0100D00038		4									
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.												
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591										
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No.: 202-267-5149										
F.O.B. Point: Destination	Ship Via: Best Means											
Discount Terms: Due in 30												
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">ESTIMATED VALUE:</td> <td style="text-align: right;">\$40,000,000.00</td> </tr> <tr> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">\$40,000,000.00</td> </tr> <tr> <td style="text-align: right;">ESTIMATED VALUE IS CHANGED BY:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;">FUNDED AMOUNT:</td> <td style="text-align: right;">\$27,122,300.00</td> </tr> </table>			ESTIMATED VALUE:	\$40,000,000.00	FROM:	\$40,000,000.00	ESTIMATED VALUE IS CHANGED BY:	\$0.00	FUNDED AMOUNT:	\$27,122,300.00
ESTIMATED VALUE:	\$40,000,000.00											
FROM:	\$40,000,000.00											
ESTIMATED VALUE IS CHANGED BY:	\$0.00											
FUNDED AMOUNT:	\$27,122,300.00											
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595								
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:		UNITED STATES OF AMERICA										
BY:		NAME OF CONTRACTING OFFICER:										
DATE SIGNED		BY: <i>Dorna Taylor</i> <i>21 Feb 02</i> Dorna Taylor DATE SIGNED:										
The purpose of this revision is to extend the period of performance and change the Contracting Officer, in accordance with the attached document. All other terms and conditions remain unchanged.												

The purpose of this revision is to make administrative changes to contract DTFA01-00-C-00038. These administrative changes are outlined below.

1. In accordance with contract clause F.8 3.2.4-35 Option to Extend the Term of the Contract (April 1996). The Government exercises the option to extend the period of performance of the contract from April 18, 2002 through September 30, 2002.

2. **G.2 CONTRACT ADMINISTRATION REPRESENTATIVES**

(a) All correspondence regarding contract administration should be addressed to the Contracting Officer.

(b) The Contractor is here advised that only the Contracting Officer can change or modify the terms of this contract or take any other action which obligates the Government and only when such action is set forth in a formal modification to the contract.

(c) The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract.

FAA Contracting Officer:

Dorna Taylor
Contracting Officer, ASU-360
Federal Aviation Administration
590 Herndon Parkway, Suite 120
Herndon, VA 20170
Telephone Number: (703) 796-7125
Fax Number: (703) 707-5675

3. Except as provided herein, all other terms and conditions remain unchanged.

End of Revision

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 31-MAR-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any):		Revision No. 4
Date of Revision: 20-FFB-2002	IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.			
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Ship Via: Best Means	ESTIMATED VALUE: \$40,000,000.00		
Discount Terms: Due in 30		FROM: \$40,000,000.00		
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		ESTIMATED VALUE IS CHANGED BY: \$0.00		
		FUNDED AMOUNT: \$27,122,300.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY:		
DATE SIGNED		DATE SIGNED:		

The purpose of this revision is to extend the period of performance and change the Contracting Officer, in accordance with the attached document. All other terms and conditions remain unchanged.

Federal Aviation Administration Re or Award for Supplies or Services

Date of Award: 31-MAR-2000 Contract Number (if any): DTFA0100D00038 Award No. (if any): Revision No. 5

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058

Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100

Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30

PURCHASER NAME AND PHONE NO: John J Handrahan 202-267-9781

ESTIMATED VALUE: \$40,000,000.00 FROM: \$40,000,000.00 ESTIMATED VALUE IS CHANGED BY: \$0.00 FUNDED AMOUNT: \$27,330,710.00

IMPORTANT: Contractor [X] is, [] is not required to sign this document and return 5 copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: [Signature] Cherif Rizkalla President & CEO DATE SIGNED: July 30, 2002

UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: [Signature] John J Handrahan DATE SIGNED: 7/31/02

The purpose of this modification is to change the contracting officer and to extend the period of performance under this contract.

That portion of Paragraph F.2 that reads 24 months as previously modified under Revision 4 to this contract is hereby changed to read "through 30 September 2003.

Paragraph G.2 is hereby changed to delete Dorna Taylor and add John J. Handrahan. The following data should be used:

John J. Handrahan Contracting Officer, Transportation Security Administration Security Technology Deployment Office (STDO) 590 Herndon Parkway, Suite 120 Herndon, Va. 20170 Telephone 703 796-7125 FAX 703 707-8997

Federal Aviation Administration		Division To Award for Supplies & Services		Page 1 of 1	
Date of Award: 31-MAR-2000		Contract Number (if any): DTFA0100D00038		Award No. (if any):	
Date of Revision: 19-JUL-2002				Revision No. 6	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: John J Handrahan 202-267-9781			ESTIMATED VALUE: \$40,000,000.00 FROM: \$40,000,000.00 ESTIMATED VALUE IS CHANGED BY: \$0.00 FUNDED AMOUNT: \$27,330,710.00		
IMPORTANT: Contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u>5</u> copies to the issuing office.					OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: <u>CHERIF RIZKALLA</u> <u>PRESIDENT & CEO</u>			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <u>[Signature]</u> John J Handrahan		
DATE SIGNED: <u>[Signature]</u>			DATE SIGNED: <u>7/23/02</u>		

Heimann Contract # DTFA0100D00038 Rev. 6

The purpose of this revision is to change Section B.2.a of the contract to reflect Unit Price changes that result from approved Engineering Change Proposals. These Unit Price changes are shown separately on all Delivery Orders (DO) through DO 10. In DO 11 and following the corrected pricing changes shown below will be used.

CLIN 001 TRX for Carry-On Baggage.

The following prices are the result of modifying the original contract unit prices by



Make and Model	Price Break	Unit Price
Model 6040i Aviation Unit Includes: Hi-TIP, extended main conveyor, tunnel extensions, input-output roller tables, operator presence device, all std. software features, 17" monitor, No-TIP Light, LIF 3 Detector configuration.	301-400	\$39,752.00
	401-600	\$38,868.00
	601-800	\$37,983.00

Make and Model	Price Break	Unit Price
Model 7555i Aviation Unit Includes: Hi-TIP, extended main conveyor, tunnel extensions, input-output roller tables, operator presence device, all std. software features, 17" monitor, No-TIP Light, LIF 3 Detector configuration.	101-200	\$43,644.00
	201-300	\$42,264.00
	301-400	\$41,344.00
	401-600	\$40,425.00
	601-800	\$39,504.00

CLIN 003 TRX Equipment Options.

In addition to the High-Speed Conveyor pricing shown in Attachment J-10, the feature of the Automated Data Collection (Wireless Modem) ECP is priced as an option at \$1500 per unit.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1	OF PAGES 2
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IMPORTANT: Mark all packages and names with contract and/or order numbers

1. DATE OF ORDER 05/02/03		2. CONTRACT NO. IF ANY DTFA01-00-D-00038		6. SHIP TO:	
3. DATE REQUESTED		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Mark Little	
5. ISSUING OFFICE Address Correspondence to TSA/HDO				b. STREET ADDRESS 590 HERNDON PKWY	
7. TO:				c. CITY HERNDON	e. ZIP CODE 20170
a. NAME OF CONTRACTOR Heiman Systems Corporation		f. SHIP VIA FOB DESTINATION			
b. COMPANY NAME Attn: Chris Koutzoulis		8. TYPE OF ORDER			
c. STREET ADDRESS 23137 Network Place		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -	
d. CITY Chicago	b. IL STATE IL	f. ZIP CODE 60673	REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATION DATA			10. REQUISITION OFFICE TRANSPORTATION SECURITY ADMINISTRATION		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
13. PLACE OF				12/15/02	
a. INSPECTION IL	b. ACCEPTANCE IL			NET 30	

17. SCHEDULE (See reverse for Relections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached to changes concerning remittance of future payments to Heiman Systems Corp. in accordance with Rev. 7 to the subject contract. All other terms and conditions remain unchanged.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME Tiffany Fabrizio, DOT/FAA/MMAC, AMZ-110						17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) TSA Accounting, PO Box 25730						-0-
c. CITY Oklahoma City			d. STATE OK	e. ZIP CODE 73125			17(I) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature) → <i>Patricia A. Newton</i>				23. NAME (Typed) PATRICIA A. NEWTON			
				TITLE: CONTRACTING/ORDERING OFFICER			

All check payments should be mailed to the following Lockbox address:

Remittances sent via first class or regular mail should be addressed to:

Heimann Systems Corp
23137 Network Place
Chicago, IL 60673-1231

Remittances sent via overnight couriers (Federal Express, Airborne, UPS, etc.) should be addressed to:

[REDACTED]

b4

All Wire Payments should be sent to:

[REDACTED]

b4

All ACH Payments should be sent to:

[REDACTED]

b4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 008	3. EFFECTIVE DATE 9/12/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170	7. ADMINISTERED BY (If other than Item 6) TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Heimann Systems Attn: Steve Taylor 30 Hook Mountain Road Pinebrook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038
		10B. DATED (SEE ITEM 13) 3/31/00

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to extend the period of performance and to change the Contracting Officer's Technical Representative (COTR) contained in Section G5 of the subject contract. The period of performance is hereby extended through September 30, 2004. Section G, Paragraph G.5(a) is changed to designate Mark Little, (703) 796-7117, as the Contracting Officer's Technical Representative. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9-12-03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 009	3. EFFECTIVE DATE 10/02/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170	CODE	7. ADMINISTERED BY (If other than Item 6) TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170	CODE
---	------	--	------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road Pine Brook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038
		10B. DATED (SEE ITEM 13) 3/31/00

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to change the Contractor name from Heimann Systems to Smiths Detection Inc.; and to change Section G.2, Contract Administration information, in accordance with the attached. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10-3-03
(Signature of person authorized to sign)			

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection Inc. (Heimann Systems)
DTFA01-00-C-00038 Revision 9

1. Contract Number: DTFA01-00-C-00038 Revision 9

2. Description of this action: The purpose of this modification is to change the Contractor name from Heimann Systems to Smiths Detection Inc.; and to change Section G.2, Contract Administration Information, as shown below, all other terms and conditions remain unchanged.

3. Contractor Name Change: As provided in the legal documentation dated July 30, 2003, the name of the contractor for contract number DTFA01-00-C-00038 is hereby changed to read:

Smiths Detection Inc.
30 Hook Mountain Road
Pine Brook, NJ 07058
Phone: 973-830-2139

4. Section G.2 CONTRACT ADMINISTRATION REPRESENTATIVES:

TSA Contracting Officer:

Patricia A. Newton
TSA/STDO
590 Herndon Parkway, Suite 120
Herndon, VA 2169
(703) 796-7111

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 1

2. AMENDMENT/MODIFICATION NO. 010 3. EFFECTIVE DATE 10/31/03 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

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

TSA/STDO
 590 Herndon Parkway, Suite 120
 Herndon, VA 20170

TSA/STDO
 590 Herndon Parkway, Suite 120
 Herndon, VA 20170

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) (x) 9A. AMENDMENT OF SOLICITATION NO. _____

Smiths Detection Inc.
 Attn: Steve Taylor
 30 Hook Mountain Road
 Pine Brook, NJ 07058

9B. DATED (SEE ITEM 11) _____

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038

10B. DATED (SEE ITEM 13) 3/31/00

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to change the maximum order limitation in Section B.2, Indefinite Quantity Contract – Minimum and Maximum Amount, in accordance with the following. The maximum quantity that may be required under this contract is hereby changed from 800 to 1000, including CLIN 0001 and CLIN 0002 combined. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 PATRICIA A. NEWTON

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 BY *Patricia A. Newton* 10-31-03
 (Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 011	3. EFFECTIVE DATE 03/30/04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170	CODE	7. ADMINISTERED BY (If other than Item 6) TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road PO Box 410 Pine Brook, NJ 07058	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038
		10B. DATED (SEE ITEM 13) 3/31/00
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

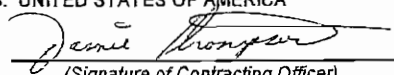
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to change the Contractor address to that shown in Block 8, above. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMIE THOMPSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 30 March 2004
(Signature of person authorized to sign)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 1

2. AMENDMENT/MODIFICATION NO. 002 3. EFFECTIVE DATE 05/31/2005 4. REQUISITION/PURCHASE REQ. NO. N/A 5. PROJECT NO. (If applicable) _____

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

TSA-Office of Security Technology/TSA-16
 701 S. 12th Street
 Arlington, VA 22202

TSA-Office of Security Technology/TSA-16
 Attn: David Harder
 701 S 12th Street
 Arlington, VA 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Smiths Detection Inc.
 Attn: Steve Taylor
 30 Hook Mountain Road
 P.O. Box 410
 Pine Brook, NJ 07058

(x) 9A. AMENDMENT OF SOLICITATION NO. _____

9B. DATED (SEE ITEM 11) _____

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DTFA01-00-C-00038
 DTFA01-00-F-38024 (DO24)

10B. DATED (SEE ITEM 13)
 09/10/04

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 N/A

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
 Extension to period of performance

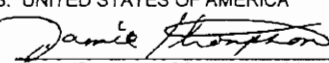
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

Revision 002 is hereby issued to revise subject DO to extend the period of performance from date of award through September 31, 2005. All other terms and conditions remain unchanged

15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Jamie Thompson

15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA _____ 16C. DATE SIGNED
 31 May 2005

(Signature of person authorized to sign) _____ BY  (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. 001
3. EFFECTIVE DATE 09/29/2004
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
TSA-Office of Security Technology/TSA-16
701 S. 12th Street
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6) CODE
TSA-Office of Security Technology/TSA-16
Attn: Mark Little
701 S 12th Street
Arlington, VA 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Smiths Detection Inc.
Attn: Steve Taylor
30 Hook Mountain Road
P.O. Box 410
Pine Brook, NJ 07058

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFA01-00-F-38024
10B. DATED (SEE ITEM 13)
09/10/04

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification 001 is hereby issued to extend the period of performance through May 31, 2005 All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
PATRICIA A. NEWTON

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
BY Patricia A. Newton
(Signature of Contracting Officer)

16C. DATE SIGNED
9/29/04

ORDER FOR SUPPLIES OR SERVICES

PAGE
1
OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER 09/10/04		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:	
3. DATE REQUESTED 08/23/04		4. REQUISITION/REFERENCE NO. PREQ-04-AOP-150		a. NAME OF CONSIGNEE MARK LITTLE	
5. ISSUING OFFICE Address Correspondence to TSA/CIO				b. STREET ADDRESS 701 S 12th STREET	
7. TO:				c. CITY ARLINGTON	
a. NAME OF CONTRACTOR SMITHS DETECTION, INC.				d. STATE VA	
b. COMPANY NAME ATTN: STEVE TAYLOR				e. ZIP CODE 22202	
c. STREET ADDRESS 30 HOOK MOUNTAIN ROAD P. O. BOX 410				f. SHIP VIA FOB DESTINATION	
d. CITY PINEBROOK		b. STATE NJ		8. TYPE OF ORDER	
f. ZIP CODE 07058		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -	
9. ACCOUNTING AND APPROPRIATION DATA See Delivery Order 24				10. REQUISITION OFFICE Transportation Security Administration	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12 F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/04	
13. PLACE OF				16. DISCOUNT TERMS NET 30	
a. INSPECTION NJ		b. ACCEPTANCE NJ			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38024 - (Delivery Order 24)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME United States Coast Guard Finance Center/TSA Commercial Invoices					\$154,000.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) P.O. Box 4111					\$154,000.00	17(i) GRAND TOTAL
c. CITY Chesapeake			d. STATE MD		e. ZIP CODE 23326-4111		

22. UNITED STATES OF AMERICA BY (Signature) →		<i>Patricia A. Newton</i>		23. NAME (Typed) PATRICIA A. NEWTON	
				TITLE CONTRACTING/ORDERING OFFICER	

DTFA01-00-C-00038
Smiths Detection / Heimann Systems

1. **Delivey Order Number:** DTFA01-00-F-38024
2. **TSA Points-of-Contact:** Patricia A. Newton, Contracting Officer, (571) 227-1876
Mark Little, COTR, (571) 227-1480
3. **Funding Authorization:** The total amount of this delivery order is **\$154,000.00**
4. **Period of Performance:** Date of award through September 30, 2004.
5. **Statement of Work:**

a. Scope of Work:

Contractor is responsible for the purchase and installation of upgrades to 22 existing Heimann XRay machines at Atlanta Airport's (ATL) main security checkpoint to include:

- (1) Roller Table Extensions
- (2) High Speed Belt Delay Circuit
- (3) Hi-Spot And Opti-Zoom Software Features

b. Accounting Data:

05AV000000/2004/1A2BA0PA05/2B22000000/31675

c. Invoicing Procedures:

- (1) Send the original invoice to:

United States Coast Guard Finance Center/TSA Commercial Invoices
P.O. Box 4111
Chesapeake, MD 23326-4111

- (2) Send a copy of the original invoice to:

Transportation Security Administration
Attn: Mark Little, TSA-16
701 S. 12th Street
Arlington, VA 22202

- (3) Include the purchase order number on the invoice.

END OF PURCHASE ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE 08/15/2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202		CODE	7. ADMINISTERED BY (If other than Item 6) TSA-Office of Security Technology/TSA-16 Attn: Mark Little 701 S 12 th Street Arlington, VA 22202		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-F-38023 DTFA01-00-C-00038	
				10B. DATED (SEE ITEM 13) 09/08/04	
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

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

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

The purpose of this revision is to hereby revise subject Delivery Order, 3. TSA Points of Contact; 4. Funding Authorization; 5 Period of Performance and adds 11. Authorized Travel to read as stated below. This is at no additional cost to the government. All of terms and conditions remain unchanges.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia A. Newton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Patricia A. Newton</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8-15-05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 12/30/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--------------------------------------	---------------------------------	----------------------------------	--------------------------------

6. ISSUED BY TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) TSA-Office of Security Technology/TSA-16 Attn: Mark Little 701 S 12 th Street Arlington, VA 22202
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO DTFA01-00-F-38023
		10B. DATED (SEE ITEM 13) 09/08/04

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
05AV000000/2004/1A3ECIOA73/3A11100000/25305

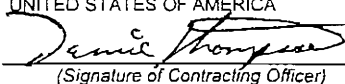
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Extension to period of performance

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

Revision 001 is hereby issued to revise DO 23 in accordance with the attached This revision will extend the period of performance through April 30, 2005 All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMIE THOMPSON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 30 Dec 2004
(Signature of person authorized to sign)			

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection
Delivery Order DTFA01-00-F-38023 Rev_02

The purpose of this revision is to hereby revise subject Delivery Order, 3. TSA Points of Contact; 4. Funding Authorization; 5. Period of Performance and adds 11. Authorized Travel to read as stated below.

- 3. TSA Points of Contact:** Jamie Thompson, Contracting Officer, (571) 227-1877
Adam Freimanis, Contract Specialist, (571) 227-3878
David Harder, COTR, (571) 227-1501
Domenic Bianchini, Technical Coordinator (571) 227-1482
- 4. Funding Authorization:** This STIP effort for LAX, PHX, DCA, SFO and IAD is funded at \$140,610.00. Funding is allocated as follows:

<u>CLIN</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
0005	Program Manager – Fixed Price	348	\$ 135.00	\$ 46,980.00
	Field Service Engineer – Fixed Price	522	\$ 150.00	\$ 78,300.00
	Airfare/ Baggage – billed at actuals	7	\$ 1,000.00	\$ 7,000.00
	Travel per Diem – billed at actuals – dependent on location	35	\$ 58.00	\$ 2,030.00
	Travel Per diem (hotel) – billed at actuals – dependent on location	35	\$ 180.00	\$ 6,300.00
TOTALS:				\$ 140,610.00

5. Period of Performance: Date of Award through 31 December 2005

6.-10. Remain unchanged

11. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.8 of the contract.

All other terms and conditions remain unchanged.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smith Detection
Delivery Order DTFA01-00-F-38023 Rev_01

1. Delivery Order Number: DTFA01-00-F-38023 Rev_01

2. Description of this action: The purpose of this revision is to hereby modify Delivery Order 23. The purpose of this delivery order is to support the TRX vendor to initiate the deployment of their demonstrated Civil Aviation Security Screening Network (CASSNET) solution on up to 111 units to meet the Interface Requirements Document dated April 05, 2004, and in accordance with phase 2 of the Statement of Work dated for TIP ready X-Ray (TRX) Interface Requirements dated April 05, 2004. This work shall be completed in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points of Contact: Jamie Thompson, Contracting Officer, (571) 227-1877
Mark Little, COTR, (571) 227-1440
Domenic Bianchini, Technical Coordinator, (571) 227-1482

4. Funding Authorization: This Not-to-Exceed (NTE) time and material effort is funded at \$148,428.00. The Contractor is not authorized to exceed this funding amount for this delivery order. Only actual incurred costs that are allocable, allowable and reasonable will be reimbursed up to the NTE amount. Funding is allocated as follows:

<u>CLIN</u>	<u>ITEM</u>	<u>Qty</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
0005	Program Manager	120	\$135.00	\$16,200.00
	Field Engineer	822	\$120.00	\$98,640.00
	Travel Air Fare	-	-	\$22,000.00
	Travel Per Diem	-	-	\$11,588.00

5. Period of Performance: Date of Award through 30 April 2005.

6. Description of Work: This work shall be completed in accordance with phase 2 of the Statement of Work for TIP ready X-ray (TRX) Interface Requirements dated April 05, 2004

7. Delivery Schedule: All items will be delivered NLT 30 April, 2005.

8. Other: This CASSNET task is to initiate phase II up to the not-to-exceed amount of \$148,428.00.

9. Accounting and Appropriation Data: See Page 1

10. All terms and conditions of Contract DTFA01-00-C-00038 apply to this order.

U.S. Department of Homeland Security
Transportation Security Administration
701 So. 12th Street
Arlington, Virginia 22202



Transportation
Security
Administration

December 1, 2004

Mr. Jamie Thompson
TRX Contracting Officer
Transportation Security Administration
701 South 12th Street
Arlington, VA 22202

Dear Mr. Thompson:

Smiths Detection Period of Performance Extension

The Security Technology Deployment Office (STDO) is requesting the allowance of extensions on period of performance (POP) of DOs currently on the following Smiths Detection contract: DTFA01-00-D-0038.

On the above contract, DO 21 and 23 require extensions from 31 December 2004 to 30 April 2005.


The reason for extending the DOs is to provide continuing support for Aviation Operations' deployment efforts.

Please contact me if you have any questions of a technical nature at 571-227-1440.

Sincerely,

A handwritten signature in black ink that reads "Mark Little".

Mark Little
Technical Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE 12/21/2005		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202			TSA-Office of Security Technology/TSA-16 Attn: David Hobbs 701 S 12 th Street Arlington, VA 22202		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058			<input checked="" type="checkbox"/>		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			X DTFA01-00-F-38023 DTFA01-00-C-00038		
			10B. DATED (SEE ITEM 13)		
CODE			FACILITY CODE		
			09/08/04		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 3.10.1-12 Changes Fixed Price 3.10.1-14 Changes Time and Material or Labor Hours					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this revision is to hereby revise subject Delivery Order to extend the Period of Performance through June 30, 2006. The delay is a Government caused delay, the site preparation needs to be completed prior to Smiths Detection being able to complete their task. The timeline for the completion of the site preparation has been pushed back to March/April 2006. This is at no additional cost to the government. All of terms and conditions remain unchanges.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Beth Wann		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY 	
				21 Dec 05	
NSN 7540-01-152-8070		30-105		STANDARD FORM 30 (Rev. 10-83)	
PREVIOUS EDITION UNUSABLE				Prescribed by GSA FAR (48 CFR) 53.243	

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER 09/08/04		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:			
3. DATE REQUESTED 08/23/04		4. REQUISITION/REFERENCE NO. PREQ-04-CIO-291		a. NAME OF CONSIGNEE MARK LITTLE			
5. ISSUING OFFICE Address Correspondence to TSA/CIO				b. STREET ADDRESS 701 S 12th STREET		c. CITY ARLINGTON	
7. TO:				d. STATE VA		e. ZIP CODE 22202	
a. NAME OF CONTRACTOR SMITHS DETECTION, INC.				f. SHIP VIA FOB DESTINATION			
b. COMPANY NAME ATTN: STEVE TAYLOR				8. TYPE OF ORDER			
c. STREET ADDRESS 30 HOOK MOUNTAIN ROAD P. O. BOX 410				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.	
d. CITY PINEBROOK		e. STATE NJ	f. ZIP CODE 07058				
9. ACCOUNTING AND APPROPRIATION DATA See Block 17				10. REQUISITION OFFICE Transportation Security Administration			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/04
13. PLACE OF		16. DISCOUNT TERMS NET 30	
a. INSPECTION NJ	b. ACCEPTANCE NJ		

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38023 - (Delivery Order 23) Accounting Data: 05AV000000/2004/1A3ECIOA73/3A11100000/25305					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME United States Coast Guard Finance Center/TSA Commercial Invoices					\$148,428.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) P.O. Box 4111					\$148,428.00	17(I) GRAND TOTAL
c. CITY Chesapeake			d. STATE MD	e. ZIP CODE 23326-4111			

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) PATRICIA A. NEWTON TITLE CONTRACTING/ORDERING OFFICER
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DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection, Inc.

1. Delivery Order Number: DTFA01-00-F-38023

2. Description of this action: The purpose of this delivery order is to support the TRX vendor to initiate the deployment of their demonstrated Civil Aviation Security Screening Network (CASSNET) solution on up to 111 units to meet the Interface Requirements Document dated April 5, 2004 and in accordance with phase 2 of the State of Work dated for TIP ready X-ray (TRX) Interface Requirements dated April 5, 2004. This work shall be completed in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points of Contact:

Patricia Newton, Contracting Officer, (571) 227-1878
 Mark Little, COTR, (571) 227-1480
 Domenic Bianchini, Technical Coordinator, (571) 227-1482

4. Funding Authorization: This Not-To-Exceed (NTE) time and material effort is funded at \$148,428.00. The Contractor is not authorized to exceed this funding amount for this delivery order. Only actual incurred costs that are allocable, allowable and reasonable are will be reimbursed up to the NTE amount. Funding is allocated as follows:

CLIN	ITEM	QTY	UNIT COST	EXTENDED COST
0005	Program Manager	120	\$135.00	\$16,200.00
	Field Engineer	822	\$120.00	\$98,640.00
	Travel Air Fare	-	-	\$22,000.00
	Travel Per Diem			\$11,588.00

5. Period of Performance: Date of award through 31 December 2004.

6. Description of work: This work shall be completed in accordance with phase 2 of the State of Work for TIP ready X-ray (TRX) Interface Requirements dated April 5, 2004.

7. Delivery Schedule: All Items will be delivered NLT 31 December 2004.

8. Other: This CASSNET task is to initiate phase II up to the not-to-exceed amount of \$148,428.00.

9. Accounting and Appropriation Data: See Page 1

10. All Terms and conditions of Contract DTFA01-00-C-00038 apply to this order

END OF DELIVERY ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE 05/31/2005	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) TSA-Office of Security Technology/TSA-16 Attn: Mark Little 701 S 12 th Street Arlington, VA 22202
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-F-38022 (DO22) DTFA01-00-C-00038
		10B. DATED (SEE ITEM 13) 05/27/04

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

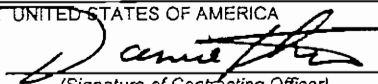
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A
--

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Extension to period of performance

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Revision 002 is hereby issued to revise subject DO to extend the period of performance from date of award through July 31, 2005. All other terms and conditions remain unchanged

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jamie Thompson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 31 May 2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 07/09/2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) TSA-Office of Security Technology/TSA-16 Attn: Mark Little 701 S 12 th Street Arlington, VA 22202
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-F-38022
		10B. DATED (SEE ITEM 13) 05/27/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

Modification 001 is hereby issued to extend the period of performance through May 31, 2005 All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/9/04

ORDER FOR SUPPLIES OR SERVICES

PAGE
1
OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER 05/27/04		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:	
3. DATE REQUESTED 05/17/04		4. REQUISITION/REFERENCE NO. PREQ-04-CIO-238		a. NAME OF CONSIGNEE MARK LITTLE	
5. ISSUING OFFICE Address Correspondence to TSA/STDO				b. STREET ADDRESS 590 HERNDON PKWY, SUITE 120	
7. TO:				c. CITY HERNDON	
a. NAME OF CONTRACTOR SMITHS DETECTION, INC.				d. STATE VA	
b. COMPANY NAME ATTN: STEVE TAYLOR				e. ZIP CODE 20136	
c. STREET ADDRESS 30 HOOK MOUNTAIN ROAD P.O. BOX 410				f. SHIP VIA FOB DESTINATION	
d. CITY PINEBROOK				8. TYPE OF ORDER	
e. STATE NJ				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -	
f. ZIP CODE 07058				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Block 17				10. REQUISITION OFFICE Transportation Security Administration	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F O B. POINT DESTINATION		14. GOVERNMENT B/L NO.		15. DELIVER TO F O B. POINT ON OR BEFORE (Date) 7/09/04	
13. PLACE OF				16. DISCOUNT TERMS NET 30	
a. INSPECTION NJ		b. ACCEPTANCE NJ			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38022 - (Delivery Order 22) Accounting Data: 05AV000000/2004/1A3ECIOA73/3E60000000/25305					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME Transportation Security Administration					\$308,800.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) 701 South 12th Street, Mail Stop RT-14A					\$308,800.00	17(i) GRAND TOTAL
c. CITY Arlington			d. STATE VA		e. ZIP CODE 22202		

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) PATRICIA A. NEWTON
		TITLE CONTRACTING/ORDERING OFFICER

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection, Inc.

1. Delivery Order Number: DTFA01-00-F-38022

2. Description of this action: The purpose of this delivery order is for the Contractor to develop software and hardware to meet the Interface Requirements Document dated April 5, 2004 and in accordance with phase 1 of the State of Work dated for TIP ready X-ray (TRX) Interface Requirements dated April 5, 2004. This work shall be completed in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points of Contact: Patricia Newton, Contracting Officer, (703) 796-7111
 Mark Little, COTR, (703) 796-7117
 Domenic Bianchini, Technical Coordinator, (703) 796-7107
 Jason Knott, Senior IT/ Specialist, (703) 796-7173

4. Funding Authorization: This Not-To-Exceed (NTE) time and material effort is funded at \$308,800.00. The Contractor is not authorized to exceed this funding amount for this delivery order. Only actual incurred costs that are allocable, allowable and reasonable are will be reimbursed up to the NTE amount. Funding is allocated as follows:


CLIN	ITEM	QTY	UNIT COST	EXTENDED COST	
0005	Program Manager	240	\$135.00	\$32,400.00	
	Field Engineer	180	\$120.00	\$21,600.00	
	Software/Test Engineer	1600	\$120.00	\$192,000.00	
	Travel and Per Diem	-	-	\$10,000.00	
	Documentation Support	480	\$110.00	\$52,800.00	
TOTALS:				\$308,800.00	NTE

5. Period of Performance: Date of award through 9 July 2004.

6. Description of work: This work shall be completed in accordance with phase 1 of the State of Work for TIP ready X-ray (TRX) Interface Requirements dated April 5, 2004.

7. Delivery Schedule: All Items will be delivered NLT 9 July 2004.

Note: Section 6.3 "Requirements" on page 5 in the State of Work for TIP ready X-ray (TRX) Interface Requirements dated April 5, 2004 has been modified to the following:

1. Upon successful completion of STDO testing, Contractor shall:
 - a) install system solution on 

b4

8. Other: This CASSNET task is a two-phase software and development effort to develop interface software for the TRX equipment. The Contractor must successfully develop, test and demonstrate that all Phase 1 activities are complete before (formal) authorization will be granted to proceed into Phase 2.

9. Accounting and Appropriation Data: See Page 1

10. All Terms and conditions of Contract DTFA01-00-C-00038 apply to this order

END OF DELIVERY ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 12/30/2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY TSA-Office of Security Technology/TSA-16 701 S. 12 th Street Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) TSA-Office of Security Technology/TSA-16 Attn: Mark Little 701 S 12 th Street Arlington, VA 22202
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road P.O. Box 410 Pine Brook, NJ 07058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-F-38021
		10B. DATED (SEE ITEM 13) 05/07/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

Modification 001 is hereby issued to extend the period of performance through May 31, 2005 All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	12/30/04

ORDER FOR SUPPLIES OR SERVICES

PAGE
1
OF PAGES
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/07/04	2. CONTRACT NO. IF ANY DTFA01-00-C-00038	6. SHIP TO:			
3. DATE REQUESTED 05/03/04	4. REQUISITION/REFERENCE NO. PREQ-04-DEP-119	a. NAME OF CONSIGNEE Mark Little			
5. ISSUING OFFICE Address Correspondence to TSA/STDO		b. STREET ADDRESS 590 HERNDON PKWY, SUITE 120		c. CITY HERNDON	d. STATE VA
7. TO:		e. ZIP CODE 20136		f. SHIP VIA FOB DESTINATION	
a. NAME OF CONTRACTOR Smith's Detection, Inc.		8. TYPE OF ORDER			
b. COMPANY NAME Attn: Steve Taylor		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -	
c. STREET ADDRESS 30 Hook Mountain Road P.O. Box 410		REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.			
d. CITY Pinebrook	b. STATE NJ	f. ZIP CODE 07058	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.		
9. ACCOUNTING AND APPROPRIATION DATA See Below		10. REQUISITION OFFICE Transportation Security Administration			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED		
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/2004	16. DISCOUNT TERMS NET 30	
13. PLACE OF					
a. INSPECTION NJ	b. ACCEPTANCE NJ				

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	<p>See attached Delivery Order</p> <p>DTFA01-00-F-38021</p> <p>Accounting Data:</p> <p>05AV000000-2004-1A3FCTOA73-25102</p> <p>PPA 1.A.5</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.				
	21. MAIL INVOICE TO:						
	a. NAME Transportation Security Administration/Attn: Eric Stapleton					\$1,551,817.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) 701 South 12th Street, Mail Stop RT-14A					\$1,551,817.00	17(I) GRAND TOTAL
c. CITY Arlington			d. STATE VA	e. ZIP CODE 22202			

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) JAMIE THOMPSON	TITLE CONTRACTING/ORDERING OFFICER
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DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
Delivery Order DTFA01-00-F-38021

1. Delivery Order Number: DTFA01-00-F-38021

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment for training validation purposes and testing, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points-of-Contact: Jamie Thompson, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total amount of this delivery order is **\$1,551,817.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$34,576.00	37	\$1,279,312.00
CLIN 003	Options for Model 6040i Aviation Unit:			
-	High-Speed Conveyor, 6040i	\$3,765.00	37	\$139,305.00
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100.00	37	\$40,700.00
CLIN 005	Engineering Support	\$2,500.00	37	\$92,500.00
-	TOTAL			\$1,551,817.00

5. Period of Performance: Date of award through 31 December 2004.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites listed in Section 7 of this order. The Contractor shall develop a delivery schedule by coordinating with TSA representatives as authorized by the Contracting Officer. The schedule shall be updated bi-weekly in conjunction with the status report required by the Contract CDRL. The Contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class(es) shall be conducted on the same day of installation, if possible, and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations (TBD) NLT 31 December 2004. The contractor shall coordinate all installations with the final approval of the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Hemdon, VA.

END OF DELIVERY ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 5/07/04	4. REQUISITION/PURCHASE REQ. NO. PREQ-04-DEP-109	5. PROJECT NO. (If applicable)
6. ISSUED BY TSA/STDO 590 Hemdon Parkway, Suite 120 Hemdon, VA 20170		7. ADMINISTERED BY (If other than Item 6) TSA/STDO 590 Hemdon Parkway, Suite 120 Hemdon, VA 20170		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smith's Detection, Inc. Attn: Steve Taylor P.O. Box 410 30 Hook Mountain Road Pinebrook, NJ 07058	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038/DTFA01-00-F-38020
		10B. DATED (SEE ITEM 13) 12/05/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
05AV000000-2004-1A3FCTOA73-3F40000000-31675 PPA 1.A.5 \$25,000.00

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Incremental Funding Per Part I, 3.3.1-14, Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to add incremental funding in the amount of \$25,000.00 for Engineering Support to include movement of TRX equipment from the delivery location to the final installation site. The total value of Delivery Order 20 is changed from \$838,820.00 to \$863,820.00, an increase of \$25,000.00. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-7-04

30 July, 2003

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection Systems
DELIVERY ORDER DTFA01-00-F-38020 Rev. 1

1. Delivery Order Number: DTFA01-00-F-38020 Revision 1

2. Description of this action: The purpose of this delivery order is to add \$25,000 to the current delivery order. The additional funding is needed for resources to meet the need to relocate equipment from delivery location to the final installation site, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. FAA Points-of-Contact: Patricia Newton Contracting Officer, (703) 796-7111
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total amount of this delivery order is \$863,820.00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17" Monitor (units 513-550)	\$34,576.00	20	\$691,520.00
CLIN 003	Options for Model 6040i Aviation Unit:			
	High-Speed Conveyor, 6040i	\$3,765.00	20	\$75,300.00
	Options for Model 7555i Aviation Unit:			
	High-Speed Conveyor, 7555i			
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100.00	20	\$22,000.00
CLIN 005	Engineering Support	\$2,500.00	20	\$50,000.00
CLIN 005	Engineering Support	\$25,000.00		\$25,000.00
	TOTAL			\$863,820.00

5. Period of Performance: Date of award through May 31 2004.

6. through 10. remain unchanged.

End of Delivery Order

Justification for Smith Detection TRX Move Funding

TSA checkpoints in US airports (states and territories) currently operate a total of 1706 X-Ray systems for passenger carry-on baggage screening. During FY 2000-FY2—2 and through the 3QFY2003, the TSA (FAA) replaced 1300 X-Ray (TRX) systems, which provides improved screening capability, improved reliability, and screener training and evaluation features.

The funds to be applied through this procurement request provide funding for Smith Detection TRX units to be moved from one FAA approved airport to another that may require either replacement or expansion of lanes. In all cases the units were paid for previously but need new locations due to the airport shutting down, lack of need for lanes due to passenger flow decrease or reconfiguration of a checkpoint. The moving of units in this manner will allow for better use of the TRX equipment currently in operations.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER 12/05/03		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:	
3. DATE REQUESTED		4. REQUISITION/REFERENCE NO. PREQ-04-DEP-051		a. NAME OF CONSIGNEE Mark Little	
5. ISSUING OFFICE Address Correspondence to TSA/HDO		b. STREET ADDRESS 590 HERNDON PKWY		c. CITY HERNDON	
7. TO:		d. STATE VA		e. ZIP CODE 20170	
a. NAME OF CONTRACTOR Smiths Detection, Inc.		f. SHIP VIA FOB DESTINATION		8. TYPE OF ORDER	
b. COMPANY NAME Attn: Steve Taylor		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -	
c. STREET ADDRESS 30 Hook Mountain Road		REFERENCE YOUR _____		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.	
d. CITY Pinebrook	b. IL STATE NJ	f. ZIP CODE 07058	Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated		
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITION OFFICE TRANSPORTATION SECURITY ADMINISTRATION			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/31/04	16. DISCOUNT TERMS NET 30
13. PLACE OF				
a. INSPECTION NJ	b. ACCEPTANCE NJ			

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38020					
	Accounting Data: O5AV000000-2004-1A3FCTOA73-3F40000000-31400					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT	20. INVOICE NO.					
	21. MAIL INVOICE TO:								
	a. NAME Transportation Security Administration							\$838,820.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) 601 South 12th Street, Mail Stop RT-14A							\$838,820.00	17(I) GRAND TOTAL
c. CITY Arlington			d. STATE VA	e. ZIP CODE 22202					

22. UNITED STATES OF AMERICA BY (Signature)	<i>Patricia A. Newton</i>	23. NAME (Typed) PATRICIA A. NEWTON TITLE: CONTRACTING/ORDERING OFFICER
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DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smiths Detection Systems

1. Delivery Order Number: DTFA01-00-F-38020

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. FAA Points-of-Contact: Patricia Newton Contracting Officer, (703) 796-7111
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total amount of this delivery order is **\$838,820.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor (units 513-550)	\$34,576.00	20	\$691,520.00
CLIN 003	Options for Model 6040i Aviation Unit:			
-	High-Speed Conveyor, 6040i	\$3,765.00	20	\$75,300.00
-	Options for Model 7555i Aviation Unit:			
-	High-Speed Conveyor, 7555i			
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100.00	20	\$22,000.00
CLIN 005	Engineering Support	\$2,500.00	20	\$50,000.00
-	TOTAL			\$838,820.00

5. Period of Performance: Date of award through May 31, 2004.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The contractor shall develop a delivery schedule by coordinating with TSA representatives as authorized by the Contracting Officer. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation

and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation, if possible, and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations (TBD) NLT 31 May 2004. The TSA shall provide a weekly installation schedule to the contractor. The contractor shall obtain final approval for all installations from the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Herndon, VA.

END OF DELIVERY ORDER

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 3

IMPORTANT: Mark all packages and names with contract and/or order numbers

1. DATE OF ORDER 08/28/03		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:		
3. DATE REQUESTED 8/14/03		4. REQUISITION/REFERENCE NO. TSA-03-012-0160		a. NAME OF CONSIGNEE Mark Little/Elizabeth Weikert		
5. ISSUING OFFICE Address Correspondence to TSA/STDO				b. STREET ADDRESS 590 HERNDON PKWY, SUITE 120		c. CITY HERNDON
7. TO:				d. STATE VA		e. ZIP CODE 20136
a. NAME OF CONTRACTOR Heimann Systems				f. SHIP VIA FOB DESTINATION		
b. COMPANY NAME Heimann Systems				8. TYPE OF ORDER		
c. STREET ADDRESS 30 Hook Mountain Road				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY - REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.		
d. CITY Pinebrook		e. STATE NJ	f. ZIP CODE 07058		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Below				10. REQUISITION OFFICE Transportation Security Administration		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL
 b. OTHER THAN SMALL
 c. DISADVANTAGED
 d. WOMEN-OWNED

12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/28/04	16. DISCOUNT TERMS NET 30	
13. PLACE OF					
a. INSPECTION NJ	b. ACCEPTANCE NJ				

17. SCHEDULE (See reverse for Relections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38019 Accounting Data: 05X0508200-2003-103ATQPA12-3A1110000-25305					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
21. MAIL INVOICE TO:							
a. NAME Terri King, Accounts Payable, AMZ-110							
b. STREET ADDRESS (or PO Box) 6500 S. MacArthur Blvd #370							
c. CITY Oklahoma City			d. STATE OK		e. ZIP CODE 73169		
OFF BILLING INSTRUCTION ON REVERSE							

22. UNITED STATES OF AMERICA BY (Signature) → <i>Patricia A. Newton</i>		23. NAME (Typed) PATRICIA A. NEWTON	
		TITLE CONTRACTING/ORDERING OFFICER	

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
Delivery Order DTFA01-00-F-38019

1. Delivery Order Number: DTFA01-00-F-38019

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment for training validation purposes and testing, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. FAA Points-of-Contact: Patricia A. Newton, Contracting Officer, (703) 796-7111
Mark Little, COTR, (703) 796-7117
Elizabeth Weikert, TSA Office of Training and Quality Performance, (703) 346-7774

4. Funding Authorization: The total amount of this delivery order is **\$47,117.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17" Monitor (units 513-550)	\$34,576.00	1	\$34,576.00
CLIN 003	Options for Model 6040i Aviation Unit:			
-	High-Speed Conveyor, 6040i	\$3,765.00	1	\$3,765.00
-	Options for Model 7555i Aviation Unit:			
-	High-Speed Conveyor, 7555i			
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100.00	1	\$1,100.00
CLIN 005	Engineering Support	\$7,676.00	1	\$7,676.00
-	TOTAL			\$47,117.00

Note: Unit pricing is in accordance with 10% price reductions provided on April 2, 2003.

5. Period of Performance: Date of award through 28 February 2004.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, in accordance with schedules to be provided by the Transportation Security Administration's (TSA) Office of Training and Quality Performance (TQP). TSA TQP POC is Elizabeth Weikert (703) 346-7774.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation

and acceptance, shall be allotted to accommodate the schedules of personnel. The class(es) shall be conducted on the same day of installation, if possible, and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered NLT 28 February 2004.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Accounting and Appropriation Data: See Purchase Request.

11. All Terms and Conditions of Contract DTFA01-00-C-00038 apply to this order.

12. Shipping Addresses: To be provided by the TSA TQP POC.

END OF DELIVERY ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 8/28/03	4. REQUISITION/PURCHASE REQ. NO. TSA-03-015-289	5. PROJECT NO. (If applicable)
6. ISSUED BY TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170		7. ADMINISTERED BY (If other than item 6) TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Heimann Systems Attn: Steve Taylor 30 Hook Mountain Road Pinebrook, NJ 07058	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038/DTFA01-00-F-38018
		10B. DATED (SEE ITEM 13) 8/15/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
05X0508200-2003-102FCTOA06-2F10000000-31400 \$21,000.00

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Incremental Funding Per Part I, 3.3.1-14, Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to add incremental funding in the amount of \$21,000.00 for Phase II of the Atlanta Hartsfield International Pilot Program. The total value of Delivery Order 18 is changed from \$129,000.00 to \$150,000.00 (TSA Funds), an increase of \$21,000.00. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8-28-03

Smiths

Smiths Heimann

Smiths Heimann Scope of Work



Prepared for the
Transportation Security
Administration of the United
States of America

DATE	July 17, 2003
QUOTE ID	ATL.SOW DRAFT
SH DIVISION	Security Inspection
DELIVERY LOC	Atlanta Hartsfield Airport
APPLICATION	Carryon baggage
PREPARER	Mark Laustra
TITLE	TRX Program Manager
PHONE NO.	973-830-2100

PHASE ONE: IMPROVE CARRYON ITEM THROUGHPUT BY AUGUST 6, 2003

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	Install two TRX systems – outside lanes	NO CHARGE	NO CHARGE
4 hrs	Remove adjustable monitor towers from 2 TRX inside lanes	\$ 150.00	\$ 600.00
4	Purchase four remote workstation tables – industrial type	\$ 900.00	\$ 3,600.00
8 hrs	Add monitors and keyboards to remote workstation tables	\$ 150.00	\$ 1,200.00
4	Add cables, optical sensors and cable conduit to TRX	\$ 510.00	\$ 2,040.00
2	Monitors, CRT (replaces current monitors in existing TRX)	\$ 550.00	\$ 1,100.00
4	Add roller-tables, 1.2M, with transitions, 7555i	\$ 2,640.00	\$ 10,560.00
2	Add roller-tables, 1.8M, with transitions, 7555i	\$ 3,420.00	\$ 6,840.00
10	Add reinforced Plexi-glass, w/mounting brackets (4' secs)	\$ 990.00	\$ 9,900.00
1	Shipping costs	\$ 4,000.00	\$ 4,000.00
Estimated Grand Total			\$ 39,840.00

Smiths

Smiths Heimann

PHASE TWO: IMPROVE THROUGHPUT WITH AUTOMATION BY OCTOBER 1, 2003			
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	Recheck stations with flat-screen monitors	\$ 15,500.00	\$ 31,000.00
4	Conveyors, merge, motorized, roller-type, PLC interface	\$ 12,500.00	\$ 50,000.00
2	Container carriage, auto-return, gravity-fed	\$ 4,500.00	\$ 9,000.00
150	Containers, standard size, multi colors	\$ 60.00	\$ 9,000.00
1	Engineering charges (one-time)	\$ 28,000.00	\$ 28,000.00
1	Shipping and installation	\$ 6,450.00	\$ 6,450.00
Estimated Grand Total			\$ 133,450.00



Smiths Heimann

ADDITIONAL PRICING INFORMATION

Prices do not include state sales tax or any other taxes/fees of any kind.

Payment terms are Net 30 days unless otherwise indicated.

ORDERING INFORMATION

ORDERING ADDRESS:

Smiths Heimann
30 Hook Mountain Road
Pine Brook, NJ 07058
Toll free: (800) 626-2440

FEDERAL TAX ID NO:
13-3920175

SHIPPING INFORMATION

Shipping terms are FOB Origin, prepaid and allowed.

Please contact Smiths Heimann for preferred method of shipment (if applicable).

b4

INSTALLATION INFORMATION

Smiths Heimann will perform the following installation services:

Assemble, calibrate and test system

Complete radiation survey, leave copy with customer

Train operators on Smiths Heimann equipment (see below)

PLEASE NOTE: Disposal of packing material is not included in installation

TRAINING INFORMATION

Correct method of loading and unloading items

Use of conveyor controls (forward, reverse, stop, etc)

Use of system software features (zoom, reverse image, super enhancement, etc.)

Startup procedures and fail-safe features

Minor troubleshooting of system

ADDITIONAL INFORMATION ABOUT TRAINING

Installation to be performed on an appointment-basis only. Please call upon receipt of equipment

Installation is limited to one visit and eight (8) total hours at installation site.

Training to be performed in the presence of client's authorized training officer or representative.

b4

Smiths

Smiths Heimann

WARRANTY INFORMATION

Smiths Heimann warrants the HI-SCAN Systems to be free from defects (under normal usage) for a period of [REDACTED] Smiths Heimann obligation, under the parts warranty, is limited to repair or replacement of any defective parts, to be returned to Smiths Heimann within the warranty period. Smiths Heimann shall not be liable for any warranty, either expressed or implied, other than set forth above, and shall not be held liable for consequential or contingent damages. This warranty shall not apply to any materials which have been damaged by improper handling, installed or operated in any manner not in accordance with Smiths Heimann instructions, subjected to misuse (negligent or accidental), or repaired or altered without the written consent of Smiths Heimann.

b4

Specialist	New Awards & Mods				Socioeconomic Statistics		Total Award
	MOD	Document Number	Procurement Method ¹	Type of Award/Mod ²	Type of Competition ³	Category ⁴	
Newton	MOD	DTFA01-00-C-00038 DO18	3	C	9		\$21,000.00
		TOTAL					\$ 21,000.00

¹Procurement Method
 3=SAP Original Order
 4=GSA
 5=Other FSS
 6=All Other Orders
 7=Other Proc. Methods

²New Awards/Mods
 B=Small Business
 C=Large Business
 D=Domestic Outside US
 E=Other Entities

³Competition Selection
 9=Competed
 10=Not Competed
 11= Not Available

⁴Socioeconomic Statistics Selections

13=Small Business Set Aside
 14=Small Business Concerns
 15=8(a) Contract Awards
 16=Small disadvantaged Business Set-Aside
 17=Small disadvantaged Business Concerns

18=HBCU/MI
 19=HUBZone Program
 20=HUBZone Small Business Concerns
 21=Women-Owned Small Business Concerns
 22=JWOD Nonprofit Agency
 23=Service Disabled Veteran Owned Small Business
 24=Veteran Owned Small Business (VOSB)

Overall contract over: \$40,000,000
 Delivery Order #18 \$129,000
 This mod under \$25K
 \$21K

ORDER FOR SUPPLIES OR SERVICES

PAGE
1 OF PAGES
3

IMPORTANT: Mark all packages and names with contract and/or order numbers

1. DATE OF ORDER 08/15/03		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		6. SHIP TO:		
3. DATE REQUESTED 7/18/03		4. REQUISITION/REFERENCE NO. TSA-03-015-283		a. NAME OF CONSIGNEE Mark Little		
5. ISSUING OFFICE Address Correspondence to TSA/STDO				b. STREET ADDRESS 590 HERNDON PKWY. SUITE 120		
				c. CITY HERNDON	d. STATE VA	e. ZIP CODE 20136
7. TO:				f. SHIP VIA FOB DESTINATION		
a. NAME OF CONTRACTOR Heimann Systems				8. TYPE OF ORDER		
b. COMPANY NAME Heimann Systems				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -		
c. STREET ADDRESS 30 Hook Mountain Road				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.		
d. CITY Pinebrook		b. STATE NJ	f. ZIP CODE 07058	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.		
9. ACCOUNTING AND APPROPRIATION DATA See Below				10. REQUISITION OFFICE Transportation Security Administration		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED		
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/31/03	16. DISCOUNT TERMS NET 30	
13. PLACE OF					
a. INSPECTION NJ	b. ACCEPTANCE NJ				

17. SCHEDULE (See reverse for Relections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38018					
	Accounting Data: 05X0508200-2003-102FCTOA06- 2F10000000-31400					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT	20. INVOICE NO			
21. MAIL INVOICE TO:						
a. NAME Terri King, Accounts Payable, AMZ-110					\$129,000.00	17(H) Total (Cont. Invoice)
b. STREET ADDRESS (or PO Box) 6500 S. MacArthur Blvd #370					\$129,000.00	17(I) GRAND TOTAL
c. CITY Oklahoma City			d. STATE OK	e. ZIP CODE 73169		

22. UNITED STATES OF AMERICA BY (Signature)	<i>Patricia A. Newton</i>	23. NAME (Typed) PATRICIA A. NEWTON TITLE CONTRACTING/ORDERING OFFICER
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DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. Delivery Order Number: DTFA01-00-F-38018

2. Description of this action: The purpose of this delivery order is to order the following TRX items for the Atlanta Hartsfield International main checkpoint pilot program.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total amount of this delivery order is **\$129,000.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 002</u>	Heimann7555i Conveyor, merge, motorized, Roller-type, PLC interface	\$12,500	2	\$25,000.00
<u>CLIN 002</u>	Heimann 7555i system recheck station with Flat screens	\$15,500	2	\$31,000.00
<u>CLIN 002</u>	Six foot roller tables, with transactions entrance and exit	\$3,420	2	\$6,840.00
<u>CLIN 002</u>	Four foot roller table with transitions entrance and exit	\$2,640	4	\$10,560.00
<u>CLIN 002</u>	Monitors, CRT	\$550	2	\$1,100.00
<u>CLIN 002</u>	Cables, optical sensors and cable conduit	\$510	4	\$2,040.00
<u>CLIN 002</u>	Plexiglas, with mounting brackets	\$990	10	\$9,990.00
<u>CLIN 005</u>	Shipping Costs: (NTE \$4,000)	\$4,000	2	\$8,000.00
<u>CLIN 005</u>	Engineering Support	\$34,470	1	\$34,470.00
-				
-	TOTAL			\$129,000.00

5. Period of Performance: Date of award through 31 October 2003.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures.

The contractor's shall implement this pilot project into two phases. The first phase is to be completed by 06 August 2003 and it includes set-up calibration of 4 x-ray units (2 new- 2 existing) on ATL's Main Checkpoint to included purchase and installation of roller table

extinctions, remote x-ray operators stations, and x-ray configuration to include automatic bag diverters and integrated baggage recheck. TSA must review and approve results from phase one before contractor is authorized to proceed to phase two.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations at Atlanta Hartsfield International Airport by 31 October 2003. The contractor shall coordinate all installations with the final approval of the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA

8. Authorized Travel: Travel is not applicable. The contractor shall utilize local staff as feasible..

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Herndon, VA.

END OF DELIVERY ORDER

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE JAN 27 2004	4. REQUISITION/PURCHASE NO. PREQ-04-DEP-075	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 590 Herndon Pkwy. Suite 120 Herndon, VA 20170	7. ADMINISTERED BY (If other than Item 6) U.S. Department of Homeland Security Transportation Security Administration 590 Herndon Pkwy. Suite 120 Herndon, VA 20170
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Smiths Detection, Inc. Attn: Mr. Steve Taylor 30 Hook Mountain Road Pinebrook, NJ 07058	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038/DTFA01-00-F-38017 Rev 2
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
05AV000000-2004-1A3FCTOA73-3F40000000-25102.1.A.5 \$77,055.00

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

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Incremental funding per Part 1,3.3.1-14, Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to add incremental funding in the amount of \$77,055.00. The total value of Delivery Order 17 is \$427,055.00 in lieu of \$350,000.00, an increase of \$77,055.00. The period of performance is hereby extended to January 31, 2004 in accordance with the attached Modification 2. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia A. Newton
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA By <u>Patricia A. Newton</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1-27-04

TIP IMAGE LIBRARY FILES

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Smith Detection Systems

1. Delivery Order Number: DTFA01-00-F-38017 REV 2

2. Description of this action: The purpose of this delivery order is to add \$77,055 to the current delivery order. The additional funding is needed in order for the vendor to provide ample resources to meet the congressional mandate of 31 DEC 2003. This delivery order is to upgrade the TIP Library on TRX machines located at designated airports and owned by the TSA, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points-of-Contact:

- a. Ms Patricia Newton, Contracting Officer, (703) 796-7111

- b. Mr. Mark Little
COTR
Transportation Security Administration
Security Technology Deployment Office (STDO)
590 Herndon Parkway
Suite #120
Herndon, VA 20170

Phone: (703) 796-7117
Email: mark.little@dhs.gov

- c. Mr. Armen A. Sahagian
Program Manager, Threat Image Projection Integrated Product
Team
Transportation Security Administration
Office of Training and Quality Performance
601 South 12th Street
TSA-12, 12th Floor
Arlington, VA 22202

Phone: (571) 227-1791
Fax: (301) 770-9658
Email: armen.sahagian@dhs.gov

4. Funding Authorization: The total amount of this delivery order is **\$427,055.00**.

5. Period of Performance: The period of performance is hereby extended to January 31, 2004.

6. through 9 Remain Unchanged.

TIP IMAGE LIBRARY FILES

10. Other:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 005	Engineering Services:	\$6,125.00	1	\$6,125.00
	Labor- 140 units @ \$187.50 per hour	\$187.50	140	\$26,250.00
	Travel Cost for Training	\$5,008.34	1	\$5,008.34
	Travel, per hour \$125 per hour	\$125.00	170	\$21,250.00
	Hardware and supplies	\$11,278.07	1	\$11,278.07
	Temp. Labor \$17.00 per hour	\$17.00	320	\$5,440.00
	Special Tooling	\$1,703.59	1	\$1,703.59
	TOTAL			\$77,055.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 7

2. AMENDMENT/MODIFICATION NO. 001
3. EFFECTIVE DATE 8/01/03
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
TSA/STDO
590 Herndon Parkway, Suite 120
Herndon, VA 20170

7. ADMINISTERED BY (If other than Item 6) CODE
TSA/STDO
590 Herndon Parkway, Suite 120
Herndon, VA 20170

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Heimann Systems
Attn: Steve Taylor
30 Hook Mountain Road
Pinebrook, NJ 07058

(x) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFA01-00-C-00038/DTFA01-00-F-38017
10B. DATED (SEE ITEM 13)
7/30/03

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Block 14

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

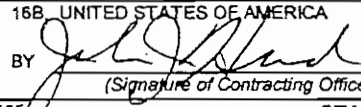
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change paragraph 6c(6) in the Statement of Work to read "Create three (3) user passwords and install them..." and to change paragraph 6d(3) to read ""The contractor shall provide a final TRX Status and Inventory Report by each OEM. These reports shall include all the items listed under Requirement 8 of Section c above." All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
John J. Handrahan

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
BY 
(Signature of Contracting Officer)

16C. DATE SIGNED
5 AUG 03

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. Delivery Order Number: DTFA01-00-F-38017 Revision 001

2. Description of this action: The purpose of this delivery order is to upgrade the TIP Library on TRX machines located at designated airports and owned by the TSA, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points-of-Contact:

a. Mr. John J. Handrahan, Contracting Officer, (703) 796-7125

b. Mr. Mark Little
COTR
Transportation Security Administration
Security Technology Deployment Office (STDO)
590 Herndon Parkway
Suite #120
Herndon, VA 20170

Phone: (703) 796-7117
Email: mark.little@dhs.gov

c. Mr. Armen A. Sahagian
Program Manager, Threat Image Projection Integrated Product Team
Transportation Security Administration
Office of Training and Quality Performance
601 South 12th Street
TSA-12, 12th Floor
Arlington, VA 22202

Phone: (571) 227-1791
Fax: (301) 770-9658
Email: armen.sahagian@dhs.gov

4. Funding Authorization: The total amount of this delivery order is \$ 350,000.00.

5. Period of Performance: The period of performance shall be from the date of the delivery order award to December 31, 2003. TSA requests that all work shall be completed within the first 90 days of this contract, which will allow an additional 30 days to address difficulties as they may arise. This delivery order will have the option to renew.

6. Statement of Work:

a. Introduction:

The Transportation Security Administration's (TSA) Screener Performance, Training, and Testing (SPT&T) Program of the Office of Training and Quality Performance (TQP) works with elements of the Department of Homeland Security (DHS), other domestic and international government agencies, and other stakeholder groups to develop and implement a wide range of transportation security screener performance and training/testing improvements in support of the TSA objectives that were mandated by the U.S. Congress. The resultant training/testing products and processes are focused on enhancing the TSA screener capability to counteract terrorist efforts against the nation's transportation system.

The TSA is implementing plans to measure airport screener performance and provide screener training in relevant areas. One aspect of airport screener operations is the use of Threat Image Projection (TIP) Ready X-ray (TRX) equipment to detect threat items in passenger carry-on luggage.

b. Objective:

An immediate need exists to install the newly generated U.S. Transportation Security Administration (TSA) TIP library of images for the TRX comprising of a minimum of 2,400 images onto currently deployed/fielded TRX machines operating in U.S. airports. In addition, work is required to determine the state of readiness of each fielded TRX to ensure it is TIP capable and functional.

Through existing contracts between TSA's Office of the Chief Technology Officer (CTO) and the TRX original equipment manufacturers (OEM's), the Office of Screener Performance, Training, and Testing (SPT&T) Technologies Program requests the services of those OEM's to support installation of the new library of images and to ensure each TRX fielded is TIP capable and functional.

c. Requirements:

Heimann shall provide the services, hardware, software, and materials required to install a newly generated TSA TIP library of images onto fielded TRX machines and to ensure the state-of-readiness of each fielded TRX so that each are TIP capable and functional. Further direction in the breakdowns below shall be provided by the TSA's Contracting Officer's Representative (COTR) from the Security Technology Deployment Office (STDO) based in Herndon, VA. The TSA's Program Manager for the TIP Integrated Product Team (IPT) within the Office of the Assistant Administrator (AA) for Training and Quality Performance (TQP) will serve as the Technical Advisor for this contract work and will work with the STDO program managers to ensure coordination of requested tasks below. All tasks identified below shall be implemented and executed by Heimann or its designated representative unless otherwise noted. Wherever the term "contractor" appears, it shall imply Heimann.

- (1) The contractor shall visit each U.S. airport site where their machines are Deployed, owned by the TSA, and utilized by TSA for aviation security passenger screening applications.
- (2) Each TRX must have the existing TSA library of images deleted/purged from the TRX central processing unit (CPU).
- (3) Each TRX must have the newly generated TSA library of images comprising a minimum of 2,400 images uploaded and installed onto the CPU of each TRX.
- (4) Each TRX machine and system parameters must be checked and modified to meet TSA STDO requirements. These parameters are specified in Attachment 1 of this Delivery Order.
- (5) Download the last four (4) months of TIP data on each TRX if the data exists and make this data available to the TSA's STDO in the form of electro magnetic media.

- (6) Create three (3) user passwords and install them onto each TRX to include a generic user/operator password. These passwords are specified in Attachment 2 of this Delivery Order.
- (7) Ensure each TRX is TIP capable and TIP functional.
- (8) While at each TRX machine visited by the contractor, the following items shall be recorded and made available in a report to the TSA:
 - (a) TRX Make and Model
 - (b) TRX Serial #
 - (c) Airport Checkpoint Lane Location
 - (d) Airport Checkpoint Location
 - (e) Airport Terminal Location
 - (f) Airport Name (spelled out completely)
 - (g) Airport 3 Letter Designation Code
 - (h) Airport City Location
 - (i) Airport State Location
 - (j) Airport Category (X, I, II, III, or IV)
 - (k) Status of each TRX with respects if it is TIP capable and functional
 - (l) Status of each TRX that needs repairs or is missing components not covered by this task
- (9) Any and all TSA provided TIP images to the contractor remain the sole property of the TSA. The contractor shall utilize these images as direction is provided by the TSA and not for any other purpose. These images shall not be disclosed to any other party outside the TSA or to other TSA representatives unless otherwise directed by the TSA's Technical Advisor also known as the TSA TIP IPT Program Manager.

d. Deliverables:

- (1) The contractor shall provide weekly progress status reports in hard copy and electronically. Electronic versions shall be prepared using Microsoft Word. The status reports shall address each item identified above in the "Requirements" section of this SOW. Documentation of any and all difficulties shall also be recorded in provided in these weekly progress status reports. These reports shall be submitted in both hard copy and electronic format. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.
- (2) The contractor shall provide a final progress report after completion of the tasks identified under the "Requirements" section of this SOW. These reports shall be submitted in both hard copy and electronic format. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.
- (3) The contractor shall provide a final TRX Status and Inventory Report by each OEM. These reports shall include all the items listed under Requirement 8 of Section c. above. These reports shall be prepared using Microsoft EXCEL and submitted in both hard copy and electronically. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.

e. Summary of Requirements:

- (1) Installation of Newly Generated TSA Image Library

- (a) Delete current set of image library
- (b) Install new set of image library
- (c) Ensure all machine parameters meet TSA requirements

(2) TRX TIP Readiness

- (a) Ensure TIP is capable and functional on each TRX
- (b) Implement and execute required hardware and software retrofits as needed

(3) TRX Status & Inventory Report - Document as identified above

7. Schedule of Deliverable Items: All Deliverable Items will be delivered to the Contracting Officer. Upgrade of TIP Libraries at all airports shall be completed NLT December 31, 2003

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: TIP Library Image files on CD media (Provided under separate attachment).

10. Other:

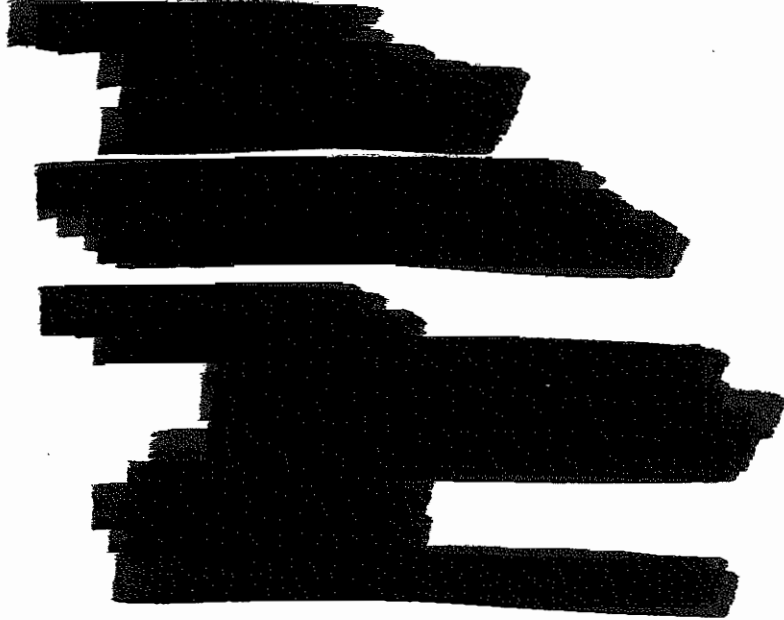
The contractor shall provide the following cost information with each invoice:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 005</u>	Engineering Services:			
	Labor- ___ units @ \$_____ per hour			
	Airfare and excess baggage per flight			
	Travel, per hour			
	Rental Car, including fuel per day			
	Parking per day			
	Meals , per technical, per day			
	Miles, driving POV, per mile			
	Hotel per night			
	TOTAL			

END OF DELIVERY ORDER

TIP Operating Parameters

The following TIP Operating Parameters shall be entered into each TRX as part of the TIP Library upgrade:



b2

b3-1520.5 (b)(4)(i)

(b)(8)(i)

TIP ACCESS USER ID/PASSWORD

Activation of TIP and installation of the TIP Image Library shall include installation of User ID (UID) codes and Password (PW) codes for three (3) access levels on each TRX machine. These access codes shall be defined as follows:



All Access Codes are sensitive information, and shall be guarded from unauthorized persons. These codes shall be revealed only to those persons described above.

b2

b3-1520.5 (b)(4)(G)
(b)(8)(C)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 7

IMPORTANT: Mark all packages and names with contract and/or order numbers

1. DATE OF ORDER 07/30/03		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		8. SHIP TO:			
3. DATE REQUESTED 7/14/03		4. REQUISITION/REFERENCE NO. TSA-03-012-0109		a. NAME OF CONSIGNEE Mark Little/Armen Sahaqian			
5. ISSUING OFFICE Address: Correspondence to TSA/STDO				b. STREET ADDRESS 590 HERNDON PKWY. SUITE 120		c. CITY HERNDON	
7. TO:				d. STATE VA		e. ZIP CODE 20136	
a. NAME OF CONTRACTOR Heimann Systems				f. SHIP VIA FOB DESTINATION			
b. COMPANY NAME Heimann Systems				8. TYPE OF ORDER			
c. STREET ADDRESS 30 Hook Mountain Road				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -	
d. CITY Pinebrook		b. STATE NJ		f. ZIP CODE 07058		REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Below				10. REQUISITION OFFICE Transportation Security Administration			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/03
13. PLACE OF		16. DISCOUNT TERMS NET 30	
a. INSPECTION NJ	b. ACCEPTANCE NJ		

17. SCHEDULE (See reverse for Relections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38017 Accounting Data: 05X0508200-2003-103ATQPA73- 3A1110000-25305					

SEE BILLING INSTRUCTION 5 ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME Terri King, Accounts Payable, AMZ-110					\$350,000.00	17(H) Total (Cont. pages)
	h. STREET ADDRESS (or PO Box) 6500 S. MacArthur Blvd #370					\$350,000.00	17(I) GRAND TOTAL
c. CITY Oklahoma City			d. STATE OK		e. ZIP CODE 73169		

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) PATRICIA A. NEWTON
		TITLE CONTRACTING/ORDERING OFFICER

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. Delivery Order Number: DTFA01-00-F-38017

2. Description of this action: The purpose of this delivery order is to upgrade the TIP Library on TRX machines located at designated airports and owned by the TSA, in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. TSA Points-of-Contact:

a. Mr. John J. Handrahan, Contracting Officer, (703) 796-7125

b. Mr. Mark Little
COTR
Transportation Security Administration
Security Technology Deployment Office (STDO)
590 Herndon Parkway
Suite #120
Herndon, VA 20170

Phone: (703) 796-7117
Email: mark.little@dhs.gov

c. Mr. Armen A. Sahagian
Program Manager, Threat Image Projection Integrated Product
Team
Transportation Security Administration
Office of Training and Quality Performance
601 South 12th Street
TSA-12, 12th Floor
Arlington, VA 22202

Phone: (571) 227-1791
Fax: (301) 770-9658
Email: armen.sahagian@dhs.gov

4. Funding Authorization: The total amount of this delivery order is \$ 350,000.00.

5. Period of Performance: The period of performance shall be from the date of the delivery order award to December 31, 2003. TSA requests that all work shall be completed within the first 90 days of this contract, which will allow an additional 30 days to address difficulties as they may arise. This delivery order will have the option to renew.

6. Statement of Work:

a. Introduction:

The Transportation Security Administration's (TSA) Screener Performance, Training, and Testing (SPT&T) Program of the Office of Training and Quality Performance (TQP) works with elements of the Department of Homeland Security (DHS), other domestic and international government agencies, and other stakeholder groups to develop and implement a wide range of transportation security screener performance and training/testing improvements in support of the TSA objectives that were mandated by the U.S. Congress. The resultant training/testing products and processes are focused on enhancing the TSA screener capability to counteract terrorist efforts against the nation's transportation system.

The TSA is implementing plans to measure airport screener performance and provide screener training in relevant areas. One aspect of airport screener operations is the use of Threat Image Projection (TIP) Ready X-ray (TRX) equipment to detect threat items in passenger carry-on luggage.

b. Objective:

An immediate need exists to install the newly generated U.S. Transportation Security Administration (TSA) TIP library of images for the TRX comprising of a minimum of 2,400 images onto currently deployed/fielded TRX machines operating in U.S. airports. In addition, work is required to determine the state of readiness of each fielded TRX to ensure it is TIP capable and functional.

Through existing contracts between TSA's Office of the Chief Technology Officer (CTO) and the TRX original equipment manufacturers (OEM's), the Office of Screener Performance, Training, and Testing (SPT&T) Technologies Program requests the services of those OEM's to support installation of the new library of images and to ensure each TRX fielded is TIP capable and functional.

c. Requirements:

Heimann shall provide the services, hardware, software, and materials required to install a newly generated TSA TIP library of images onto fielded TRX machines and to ensure the state-of-readiness of each fielded TRX so that each are TIP capable and functional. Further direction in the breakdowns below shall be provided by the TSA's Contracting Officer's Representative (COTR) from the Security Technology Deployment Office (STDO) based in Herndon, VA. The TSA's Program Manager for the TIP Integrated Product Team (IPT) within the Office of the Assistant Administrator (AA) for Training and Quality Performance (TQP) will serve as the Technical Advisor for this contract work and will work with the STDO program managers to ensure coordination of requested tasks below. All tasks identified below shall be implemented and executed by Heimann or its designated representative unless otherwise noted. Wherever the term "contractor" appears, it shall imply Heimann.

- (1) The contractor shall visit each U.S. airport site where their machines are Deployed, owned by the TSA, and utilized by TSA for aviation security passenger screening applications.
- (2) Each TRX must have the existing TSA library of images deleted/purged from the TRX central processing unit (CPU).
- (3) Each TRX must have the newly generated TSA library of images comprising a minimum of 2,400 images uploaded and installed onto the CPU of each TRX.
- (4) Each TRX machine and system parameters must be checked and modified to meet TSA STDO requirements. These parameters are specified in Attachment 1 of this Delivery Order.
- (5) Download the last four (4) months of TIP data on each TRX if the data exists and make this data available to the TSA's STDO in the form of electro magnetic media.

- (6) Create four (4) user passwords and install them onto each TRX to include a generic user/operator password. These passwords are specified in Attachment 2 of this Delivery Order.
- (7) Ensure each TRX is TIP capable and TIP functional.
- (8) While at each TRX machine visited by the contractor, the following items shall be recorded and made available in a report to the TSA:
 - (a) TRX Make and Model
 - (b) TRX Serial #
 - (c) Airport Checkpoint Lane Location
 - (d) Airport Checkpoint Location
 - (e) Airport Terminal Location
 - (f) Airport Name (spelled out completely)
 - (g) Airport 3 Letter Designation Code
 - (h) Airport City Location
 - (i) Airport State Location
 - (j) Airport Category (X, I, II, III, or IV)
 - (k) Status of each TRX with respects if it is TIP capable and functional
 - (l) Status of each TRX that needs repairs or is missing components not covered by this task
- (9) Any and all TSA provided TIP images to the contractor remain the sole property of the TSA. The contractor shall utilize these images as direction is provided by the TSA and not for any other purpose. These images shall not be disclosed to any other party outside the TSA or to other TSA representatives unless otherwise directed by the TSA's Technical Advisor also known as the TSA TIP IPT Program Manager.

d. Deliverables:

- (1) The contractor shall provide weekly progress status reports in hard copy and electronically. Electronic versions shall be prepared using Microsoft Word. The status reports shall address each item identified above in the "Requirements" section of this SOW. Documentation of any and all difficulties shall also be recorded in provided in these weekly progress status reports. These reports shall be submitted in both hard copy and electronic format. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.
- (2) The contractor shall provide a final progress report after completion of the tasks identified under the "Requirements" section of this SOW. These reports shall be submitted in both hard copy and electronic format. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.
- (3) The contractor shall provide a final TRX Status and Inventory Report by each OEM. These reports shall include all the items listed under Requirement 12 of Section c. above. These reports shall be prepared using Microsoft EXCEL and submitted in both hard copy and electronically. Electronic versions shall be copied onto a CD ROM, Zip disc, or floppy diskette. Hard and electronic copies shall be sent to the TSA COTR and Technical Advisor identified in this procurement request via a means of express mail.

e. Summary of Requirements:

- (1) Installation of Newly Generated TSA Image Library

- (a) Delete current set of image library
- (b) Install new set of image library
- (c) Ensure all machine parameters meet TSA requirements

(2) TRX TIP Readiness

- (a) Ensure TIP is capable and functional on each TRX
- (b) Implement and execute required hardware and software retrofits as needed

(3) TRX Status & Inventory Report - Document as identified above

7. Schedule of Deliverable Items: All Deliverable Items will be delivered to the Contracting Officer. Upgrade of TIP Libraries at all airports shall be completed NLT December 31, 2003

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: TIP Library Image files on CD media (Provided under separate attachment).

10. Other:

The contractor shall provide the following cost information with each invoice:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 005</u>	Engineering Services:			
	Labor- ___ units @ \$ _____ per hour			
	Airfare and excess baggage per flight			
	Travel, per hour			
	Rental Car, including fuel per day			
	Parking per day			
	Meals , per technical, per day			
	Miles, driving POV, per mile			
	Hotel per night			
	TOTAL			

END OF DELIVERY ORDER

TIP Operating Parameters

The following TIP Operating Parameters shall be entered into each TRX as part of the TIP Library upgrade:



b2
b3-1520.5 (b)(4)(i)
(b)(8)(i)

TIP ACCESS USER ID/PASSWORD

Activation of TIP and installation of the TIP Image Library shall include installation of User ID (UID) codes and Password (PW) codes for three (3) access levels on each TRX machine. These access codes shall be defined as follows:



All Access Codes are sensitive information, and shall be guarded from unauthorized persons. These codes shall be revealed only to those persons described above.

b2
b3-1520.5(b)(4)(i)
(b)(8)(i)

D# 17

SIGN-IN SHEET - TIP MEETING

JULY 23, 2003

Joseph Senger	Jil Info Sys.	703 796 7129	
Geoffrey Kirby	Jil Info Sys.	703 796 7133	
Jill H. Smith	TSA-TQP-Contracts & Program Mgmt	227- [REDACTED]	(571) b2
Armen A. Sahagian	TSA, TQP	227- [REDACTED]	(571)
Talin Zarookian	TSA, TQP	(571) 227- [REDACTED]	
LARRY HANES	JIL	703-796-7134	
MAM LITTLE	TSA-STDU	703-796- [REDACTED]	b2
Pat Newton	TSA-STDU	703 796- [REDACTED]	

Munson, Debra <CTR>

From: Sahagian, Armen **Sent:** Wed 7/30/2003 1:29 PM
To: Newton, Patricia; Munson, Debra <CTR>; Little, Mark ; Hanes, Larry <CTR>; Bianchini, Domenic
Cc: Sahagian, Armen; Zarookian, Talin
Subject: DO'S FOR HEIMANN AND RAPISCAN

Attachments:

Dear STDO,

I have consulted with Mark Little on 7-30-03 at 1:15 pm, and we both agree that the DO's are good to go. Mark understands Rapiscan visit those sites where TSA was responsible for fielding the TRX's. Also, Mark mentioned that the missing app covered by another DO for Rapiscan.

Mark asked that I please send this out to move matters along on his behalf. Thanks again to everyone.

Below in the wording that is bracketed by ***** , you will find an email that I sent to STDO yesterday.

Dear Friends,

I have reviewed both DO's and here are my comments:

(1) Smiths-Heimann

(a) Section c.(1). This statement says that Heimann will only go to those airports where TSA has deployed, TSA are not met, then Heimann could interpret this statement as not having to visit that airport. I have an airport in mind where I have and deployed the TRX's to SFO but the TSA screeners are non-federalized. This means that TSA does not utilize them to go to SFO as this DO requests or do we need to change wording here?

(2) Rapiscan

(a) Section c.(1). This statement says that Heimann will only go to those airports where TSA has deployed, TSA are not met, then Heimann could interpret this statement as not having to visit that airport. I have an airport in mind where I have and deployed the TRX's to SFO but the TSA screeners are non-federalized. This means that TSA does not utilize them to go to SFO as this DO requests or do we need to change wording here?

(b) This package is missing an appendix for TIP operating parameters.

(c) This package is missing an appendix for TIP Access User ID/Password.

Other than these points, I am okay with the document. Please assure me that my concerns are something that I don't need wording and add the missing appendices. Thanks.

Sincerely,

Armen A. Sahagian

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 11/26/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170		7. ADMINISTERED BY (If other than item 6) TSA/STDO 590 Herndon Parkway, Suite 120 Herndon, VA 20170		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Smiths Detection Inc. Attn: Steve Taylor 30 Hook Mountain Road Pinebrook, NJ 07058		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTFA01-00-C-00038/DTFA01-00-F-38016
			10B. DATED (SEE ITEM 13) 7/30/03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to extend the Period of Performance. The Period of Performance is hereby changed from December 31, 2003 to June 30, 2004. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICIA A. NEWTON	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Patricia A. Newton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-26-03

ORDER FOR SUPPLIES OR SERVICES

PAGE
1

OF PAGES
3

IMPORTANT: Mark all packages and carriers with contract and/or order numbers

1. DATE OF ORDER 07/30/03	2. CONTRACT NO. IF ANY DTFA01-00-C-00038	6. SHIP TO:	
3. DATE REQUESTED 6/19/03	4. REQUISITION/REFERENCE NO. TSA-03-015-279	a. NAME OF CONSIGNEE Mark Little	
5. ISSUING OFFICE Address Correspondence to TSA/STDO		b. STREET ADDRESS 590 HERNDON PKWY. SUITE 120	
7. TO:		c. CITY HERNDON	e. ZIP CODE 20136
		d. STATE VA	

a. NAME OF CONTRACTOR Heimann Systems	f. SHIP VIA FOB DESTINATION
b. COMPANY NAME Heimann Systems	8. TYPE OF ORDER

c. STREET ADDRESS 30 Hook Mountain Road			<input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b DELIVERY - REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.
d. CITY Pinebrook	a. STATE NJ	f. ZIP CODE 07058	

9. ACCOUNTING AND APPROPRIATION DATA See Below	10. REQUISITION OFFICE Transportation Security Administration
--	---

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL
 b. OTHER THAN SMALL
 c. DISADVANTAGED
 d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/03	16. DISCOUNT TERMS NET 30
13. PLACE OF			
a. INSPECTION NJ	b. ACCEPTANCE NJ		

17. SCHEDULE (See reverse for Relections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38016 Accounting Data: 05X0508200-2003-102FCTOA06- 2F10000000-31674					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.				
	21. MAIL INVOICE TO:						
	a. NAME Terri King, Accounts Payable, AMZ-110					\$1,743,329.00	17(H) Total (Cont. pages)
	b. STREET ADDRESS (or PO Box) 6500 S. MacArthur Blvd #370					\$1,743,329.00	17(I) GRAND TOTAL
c. CITY Oklahoma City			d. STATE OK	e. ZIP CODE 73169			

22. UNITED STATES OF AMERICA BY (Signature) →	<i>Patricia A. Newton</i>	23. NAME (Typed) PATRICIA A. NEWTON
		TITLE CONTRACTING/ORDERING OFFICER

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER DTFA01-00-F-38016

1. Delivery Order Number: DTFA01-00-F-38016

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment in accordance with the terms and conditions of contract DTFA01-00-C-00038.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total amount of this delivery order is **\$1,743,329.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor (units 513-550)	\$34,576.00	37	\$1,279,312.00
CLIN 003	Options for Model 6040i Aviation Unit:			
-	High-Speed Conveyor, 6040i	\$3,765.00	37	\$139,305.00
-	Options for Model 7555i Aviation Unit:			
-	High-Speed Conveyor, 7555i			
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100.00	37	\$40,700.00
CLIN 005	Engineering Support	\$7,676.00	37	\$284,012.00
-	TOTAL			\$1,743,329.00

Note: Unit pricing is in accordance with 10% price reductions provided on April 2, 2003.

5. Period of Performance: Date of award through 31 December 2003.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The Contractor must be able to deliver and install up to thirty (30) units per month, if so directed by the Government. The contractor shall develop a delivery schedule by coordinating with TSA representatives as authorized by the Contracting Officer. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation, if possible, and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations (TBD) NLT 31 December 2003. The TSA shall provide a weekly installation schedule to the contractor. The contractor shall obtain final approval for all installations from the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Herndon, VA.

END OF DELIVERY ORDER

ORDER FOR SUPPLIES OR SERVICES

PAGE 1	OF PAGES 2
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IMPORTANT: Mark all packages and names with contract and/or order numbers

1. DATE OF ORDER 06/30/03	2. CONTRACT NO. IF ANY DTFA01-00-C-00038	6. SHIP TO: a. NAME OF CONSIGNEE Curt Powell		
3. DATE REQUESTED 6/27/03	4. REQUISITION/REFERENCE NO. 03-C00/CM-011	b. STREET ADDRESS 590 HERNDON PKWY. SUITE 120		
5. ISSUING OFFICE Address Correspondence to TSA/STDO		c. CITY HERNDON	d. STATE VA	e. ZIP CODE 20136
7. TO: a. NAME OF CONTRACTOR Heimann Systems		f. SHIP VIA FOB DESTINATION		
b. COMPANY NAME Heimann Systems		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY - REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 30 Hook Mountain Road				
d. CITY Pinebrook	e. STATE NJ			
9. ACCOUNTING AND APPROPRIATION DATA See Below		10. REQUISITION OFFICE Transportation Security Administration		

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED				
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/25/03	16. DISCOUNT TERMS NET 30
13. PLACE OF				
a. INSPECTION NJ	b. ACCEPTANCE NJ			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)
	See attached Delivery Order DTFA01-00-F-38015					
	Accounting Data: 05X0508200-2003-05102BAOPA26-2B0100000-25304					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.							
21. MAIL INVOICE TO:									
a. NAME Tiffany Fabrizio, TSA/AMZ-110			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: right;">\$26,869.00</td> <td style="width: 20%; text-align: center;">17(H) Total (Cont. pages)</td> </tr> <tr> <td style="text-align: right;">\$26,869.00</td> <td style="text-align: center;">17(I) GRAND TOTAL</td> </tr> </table>			\$26,869.00	17(H) Total (Cont. pages)	\$26,869.00	17(I) GRAND TOTAL
\$26,869.00	17(H) Total (Cont. pages)								
\$26,869.00	17(I) GRAND TOTAL								
b. STREET ADDRESS (or PO Box) 6500 S. MacArthur Blvd #370									
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73169							

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) JOHN J. HANDRAHAN TITLE CONTRACTING/ORDERING OFFICER
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DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. **Delivery Order Number:** DTFA01-00-F-38015
2. **Description of this action:** The purpose of this delivery order is to order one HI-SCAN Model 6040i Unit, modified with short conveyors, in accordance with the terms and conditions of contract DTFA01-00-C-00038.
3. **TSA Points of Contact:** John J. Handrahan, Contracting Officer, (703) 796-7125
 Mark Little, COTR, (703) 796-7117
 Curt Powell, Cabot Tech Project Program Manager, (571) 227-1507
4. **Funding Authorization:** The total amount of this delivery order is \$ 26,869.00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
001	HI-SCAN 6040i with short conveyors (No options required)	1	\$26,069.00	\$26,069.00
	Installation (See location listed below)	1	No Charge	No Charge
	Operator Training	1	No Charge	No Charge
005	Shipping (estimated and NOT TO EXCEED)	1	\$ 800.00	\$ 800.00
	TOTAL			\$26,869.00

5. **Period of Performance:** Date of award through 25 July 2003.
6. **Description of work:** Heimann Systems shall deliver the HI-SCAN 6040i with short conveyors to Transportation Security Crisis Center (TSCC) on or before 25 July 2003. The delivery shall be coordinated with Tim Alexander, Security Specialist, at (571) 227-1860 (office) or (202) 365-5749 (cell).
7. **Delivery Schedule:** Delivery NLT 25 July 2003. The delivery address is: Cabot Tech at Dulles, 1355 EDS Drive, Herndon, VA 20171.
8. **Accounting and Appropriation Data:** See Page 1
9. **Terms and Conditions:** All other terms and conditions remain unchanged.

END OF DELIVERY ORDER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 1

2. AMENDMENT/MODIFICATION NO. 001 3. EFFECTIVE DATE 11/26/03 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

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

TSA/STDO
 590 Herndon Parkway, Suite 120
 Herndon, VA 20170

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Smiths Detection Inc.
 Attn: Steve Taylor
 30 Hook Mountain Road
 Pinebrook, NJ 07058

(x) 9A. AMENDMENT OF SOLICITATION NO. _____

9B. DATED (SEE ITEM 11) _____

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DTFA01-00-C-00038/DTFA01-00-F-38014

10B. DATED (SEE ITEM 13)
 4/10/03

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 N/A

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this modification is to extend the Period of Performance. The Period of Performance is hereby changed from December 31, 2003 to June 30, 2004. All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 PATRICIA A. NEWTON

15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA
 BY *Patricia A. Newton* 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 11-26-03

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF PAGES 2
<small>IMPORTANT: Mark all quantities and names with contract and/or order numbers</small>							
1. DATE OF ORDER 04/10/03		2. CONTRACT NO. IF ANY DTFA01-00-C-00038		b. NAME OF CONSIGNEE Mark Littlei		8. [HIP D]:	
3. DATE REQUESTED		4. REQUISITION/REFERENCE NO. TSA 03-15236		b. STREET ADDRESS 590 Hemdon Parkway			
5. ISSUING OFFICE Address Correspondence to TSA/HDO				c. CITY Hemdon		d. STATE VA	e. ZIP CODE 20170
7. TO:				c. SHIP VIA FOB DESTINATION			
a. NAME OF CONTRACTOR Heiman Systems							
b. COMPANY NAME Heiman Systems				a. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY -			
c. STREET ADDRESS 30 Hook Mountain Road				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated.			
d. CITY Pinebrook		e. STATE NJ	f. ZIP CODE 07058	E: Dept for billing instructions on the reverse, this delivery order is subject to instructions contained on the reverse side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
9. ACCOUNTING AND APPROPRIATION DATA See Below				10. REQUISITION OFFICE TRANSPORTATION SECURITY ADMINISTRATION			
11. BUSINESS CLASSIFICATION (Check appropriate boxes) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED							
12. F.O.B. POINT DESTINATION			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/31/03		16. DISCOUNT TERMS Net 30
a. INSPECTION NJ		b. ACCEPTANCE NJ					
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)	
	See Attached Delivery Order DTFA01-00-F-38014 ACCOUNTING CODE: 05X0508200-2003-803FCTOA06-2F40000000-31675				\$7,522,740.00		
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
21. MAIL INVOICE TO:							
a. NAME Tiffany Fabrizio, DOT/FAA/MMAC, AMZ-110					\$7,522,740.00	17(H) Total (Cont. pages)	
b. STREET ADDRESS (or PO Box) TSA Accounting, PO Box 25730					\$7,522,740.00	17(I) GRAND TOTAL	
c. CITY Oklahoma City			d. STATE OK	e. ZIP CODE 73115			
22. UNITED STATES OF AMERICA BY (Signature) → Jim Thompson				23. NAME (Typed) Jim Thompson TITLE: CONTRACTING/ORDERING OFFICER			

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. Delivery order Number: DTFA01-00-F-38014

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment as designated herein.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total price of this delivery order is **\$7,522,740**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$34,576	110	\$3,803,382
CLIN 002	Model 7555i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$37,633	64	\$2,408,486
CLIN 003	Options for Model 6040i Aviation Unit:			
-	High-Speed Conveyor, 6040i	\$3,765	110	\$414,150
-	Options for Model 7555i Aviation Unit:			
-	High-Speed Conveyor, 7555i	\$4,064	64	\$260,096
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$1,100	174	\$191,400
-	Engineering Support	\$2,559	174	\$445,226
-				
-				
-	TOTAL			\$7,522,740

Note: Unit pricing is in accordance with 10% price reductions provided on April 2, 2003.

5. Period of Performance: Date of award through 31 December 2003.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The Contractor must be able to deliver and install up to thirty (30) units per month, if so directed by the Government. The

contractor shall develop a delivery schedule by coordinating with TSA representatives as authorized by the Contracting Officer. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation, if possible, and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations (TBD) NLT 31 December 2003. The contractor shall coordinate all installations with the final approval of the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Herndon, VA.

END OF DELIVERY ORDER

Date of Award: 30-DEC-2002	Contract Number (if any): DTFAWA00D00038	Award No. (if any): DTFAWA00F38013	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
---	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination Shp Via: Best Means Discount Terms: Due in 30	
---	--

PURCHASER NAME AND PHONE NO: Patricia A Newton 703-796-7111	TOTAL AMOUNT OF ORDER/AWARD: \$1,881,219.00
--	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Patricia A. Newton</i> Patricia A Newton DATE SIGNED: 12-30-02
DATE SIGNED:	

See attached Delivery Order.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 005; Shipping Cost	39.00	US Dollar	3000	\$117,000.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0301045		PRI CODE: 5-4		
Shipment AAR-IPT # 1 Federal Aviation Administration 590 Herndon Parkway Suite 120 Herndon, VA 20170	39.00		<u>QUANTITY</u>	<u>DELIVER BY</u> 20-DEC-2002
MARK FOR: Mark Little; 703-796-7117; AAR-550 W.582A.0-.-.1C04A0.F050-.3167.480100.-.-.98600106			<u>AMOUNT</u>	\$117,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 003; High Speed Conveyors for 6040i	23.00	US Dollar	3765	\$86,595.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0301045		PRI CODE: 5-4		
Shipment AAR-IPT			<u>QUANTITY</u>	<u>DELIVER BY</u>

Date of Award: 30-DEC-2002

Contract Number (If any):
DTFAWA00D00038

Award No. (If any):
DTFAWA00F38013

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

1 Federal Aviation Administration 23.00 20-DEC-2002
590 Herndon Parkway
Suite 120
Herndon, VA 20170

MARK FOR: Mark Little; 703-796-7117; AAR-550

W.582A.0---.1C04A0.F050---.3167.480100.-.-.98600106

AMOUNT
\$86,595.00

Line Description	Quantity	UOM	Unit Price	LI Total \$
3 CLIN 003; High Speed Conveyors for 7555i.	16.00	US Dollar	4064	\$65,024.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0301045

PRI CODE: 5-4

Shipment AAR-IPT

QUANTITY

DELIVER BY

1 Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170

16.00

20-DEC-2002

MARK FOR: Mark Little; 703-796-7117

W.582A.0---.1C04A0.F050---.3167.480100.-.-.98600106

AMOUNT
\$65,024.00

Line Description	Quantity	UOM	Unit Price	LI Total \$
4 CLIN 001; Heimann Model 6040i TRX systems.	23.00	US Dollar	39752	\$914,296.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0301045

PRI CODE: 5-4

Shipment AAR-IPT

QUANTITY

DELIVER BY

1 Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170

23.00

20-DEC-2002

MARK FOR: Mark Little; 703-796-7117; AAR-550

W.582A.0---.1C04A0.F050---.3167.480100.-.-.98600106

AMOUNT
\$914,296.00

Line Description	Quantity	UOM	Unit Price	LI Total \$
5 CLIN 002; Heimann Model 7555i TRX system.	16.00	US Dollar	43644	\$698,304.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0301045

PRI CODE: 5-4

Shipment AAR-IPT

QUANTITY

DELIVER BY

1

16.00

20-DEC-2002

Date of Award: 30-DEC-2002

Contract Number (If any):
DTFAWA00D00038

Award No. (If any):
DTFAWA00F38013

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170

MARK FOR: Mark Little; 703-796-7117; AAR-550

W.582A.0---.1C04A0.F050---.3167.480100.-.-.98600106

AMOUNT
\$698,304.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038013

1. **Delivery order Number:** 0038013

2. **Description of this action:** The purpose of this delivery order is to order the following TRX systems and related equipment as designated herein.

3. **FAA Points-of-Contact:** John Handrahan, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. **Funding Authorization:** The total price of this delivery order is **\$1,881,219.00**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$39,752	23	\$914,296
CLIN 002	Model 7555i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$43,644	16	\$698,304
CLIN 003	Options for Model 6040i Aviation Unit: (Note)			
-	High-Speed Conveyor, 6040i	\$3,765	23	\$86,595
-	Options for Model 7555i Aviation Unit: (Note)			
-	High-Speed Conveyor, 7555i	\$4,064	16	\$65,024
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$3,000	39	\$117,000
-				
-	TOTAL			\$1,881,219

Note: 

64

5. **Period of Performance:** Date of award through 30 June 2003.

6. **Description of Work:** The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The Contractor must be able to deliver and install up to thirty (30) units per month, if so directed by the Government. The

contractor shall develop a delivery schedule by coordinating with TSA representatives as authorized by the Contracting Officer. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for TSA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: All Items will be delivered to various airport locations NLT 30 June 2003. The contractor shall coordinate all installations with the final approval of the Contracting Officer. No units shall be shipped until a schedule has been submitted and approved by the TSA.

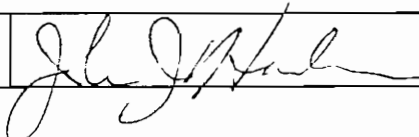
8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support TSA program reviews on a monthly basis. These program reviews are normally held in TSA offices in Herndon, VA.

END OF DELIVERY ORDER

File Copy

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF PAGES 2
IMPORTANT: Mark all markings and names with contract and/or order numbers							
1. DATE OF ORDER 8-22-02		2. CONTRACT NO. IF ANY 01-00-C-00038		6. SHIP TO:			
3. DATE REQUESTED 8/19/02		4. REQUISITION/REFERENCE NO. TSA-02-016062		a. NAME OF CONSIGNEE ELAINE JAPPINGA			
5. ISSUING OFFICE Address Correspondence to TSA/HDO				b. STREET ADDRESS 590 HERNDON PKWY		c. CITY HERNDON	
7. TO:				d. STATE VA		e. ZIP CODE 20170	
a. NAME OF CONTRACTOR HEIMANN SYSTEMS				f. SHIP VIA FOB DESTINATION			
b. COMPANY NAME HEIMANN SYSTEMS				8. TYPE OF ORDER			
c. STREET ADDRESS 30 HOOK MOUNTAIN ROAD				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY - REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified both sides of the sheet, if any, including delivery as indicated Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract			
d. CITY PINEBROOK		e. STATE NJ	f. ZIP CODE 07058		10. REQUISITION OFFICE TRANSPORTATION SECURITY ADMINISTRATION		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITION OFFICE TRANSPORTATION SECURITY ADMINISTRATION			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED							
12. F.O.B. POINT DESTINATION			14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/30/02		16. DISCOUNT TERMS NET 30	
13. PLACE OF							
a. INSPECTION	b. ACCEPTANCE						
17. SCHEDULE (See reverse for Relections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (IN DOLLARS) (e)	AMOUNT (IN DOLLARS) (f)	QUANTITY ACCEPTED (g)	
	SEE ATTACHED DELIVERY ORDER DTFA01-00-C-3812 ACCOUNTING CODE: 06X2801000/2002/2010000000/ 31674/062100010000 99.70.12.05 NC	0					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:						
	a. NAME TIFFANY FABRIZIO, AMZ-110				2,400,850.00	17(H) Total (Cont. pages)	
	b. STREET ADDRESS (or PO Box) Mike Moroney Aeronautical Center P.O. Box 25730				2,400,850.00	17(I) GRAND TOTAL	
c. CITY Oklahoma City			d. STATE OK	e. ZIP CODE 73125			
22. UNITED STATES OF AMERICA BY (Signature) → 				23. NAME (Typed) John J. Handrahan TITLE CONTRACTING/ORDERING OFFICER			

**DTFA01-00-C-00038
SECURITY EQUIPMENT INTEGRATION (SEI)
DELIVERY ORDER 12**

1. **Delivery Order Number:** DTFA01-00-C-038012
2. **Description of this action:** The purpose of this delivery order is to order 50 X-Ray Model 6040I Aviation Units in accordance with the terms and conditions of contract DTFA01-00-C-00038.
3. **TSA Points of Contact:** John J. Handrahan, Contracting Officer, (703) 796-7125
Elaine Jappinga, COTR, (703) 796-7158
4. **Funding Authorization:** The total amount of this delivery order is \$ 2,400,850.00, including the following items:

CLIN	ITEM	COST
0001	50 Full Production Units	\$ 39,802.00 Each
0003	50High Speed Conveyors, 6040i	\$ 3,765.00 Each
0005	Shipping Cost for 50 Units (Estimated)	\$3,000.00 Each
0005	(50) TIP NET	\$ 1,500.00 Each
0005	50 No TIP Light	\$ 450.00 Each
0001	50 LIF 3 Detection Box ECP (CREDIT)	-\$ 500.00 Each
	TOTAL	\$ 2,400,850.00


5. **Period of Performance:** Date of award through 31 December 2003.
6. **Description of work:** Heimann Systems shall deliver equipment, including the options listed above, in accordance the schedules will be provided by the Transportation Security Administration (TSA) General Contractor (GC), Lockheed Martin.

Additionally, many of these units as directed by the Security Technology Deployment Office COTR, may be provided as Government Furnished Equipment (GFE) to the GC responsible for coordination and scheduling of TRX deployments.
7. **Delivery Schedule:** All Items will be delivered NLT 31 December 2003.

Note All deployments will be scheduled and conducted by the STDO Integration Contractor or TSA General Contractor. No instruments are to be shipped without coordination with the TSA General Contractor.
8. **Accounting and Appropriation Data:** See Page 1

Federal Aviation Administration		Award for Supplies or Services		Page 1 of 3
Date of Award: 02-JUL-2002	Contract Number (If any):	Award No. (If any): DTFA0100F38011		
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue SW Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Ship Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Todd O Pennington 202-267-7997		TOTAL AMOUNT OF ORDER/AWARD: \$18,662.00		

IMPORTANT: Contractor is, is not required to sign this document and return ____ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: 
DATE SIGNED:	John J Handrahan DATE SIGNED: 3 JUL 02

The purpose of this task order is to direct the contractor to provide Underwriters Laboratory testing and the necessary modifications to 11 TRX systems located at Seattle-Tacoma Airport. All Other terms and conditions remain intact.

Line Description	Quantity	UOM	Unit Price	LI Total \$
1 UL Evaluation and Testing	3,662.00	US Dollars	1	\$3,662.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0205044		PRI CODE: 5-4		
Shipment AWA			QUANTITY	DELIVER BY
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			3,662.00	17-JUN-2002
MARK FOR: Elaine Jappinga 703-796-7158				
W.382A.0-.-.3A14C0.F050-.3140.480100.-.-.98600127-			AMOUNT	
			\$3,662.00	

Line Description	Quantity	UOM	Unit Price	LI Total \$
2 Evaluation and Testing - USA.	600.00	US Dollars	2	\$1,200.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0205044		PRI CODE: 5-4		

Federal Aviation Administration	Award for Supplies or Services		Page 2 of 3
Date of Award: 02-JUL-2002	Contract Number (If any):	Award No. (If any): DTFA0100F38011	

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Shipment AWA	QUANTITY	DELIVER BY
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	600.00	17-JUN-2002
MARK FOR: Elaine Jappinga 703-796-7158 W.382A.0---.---.3A14C0.F050---.3140.480100.-.-.-.98600127-	AMOUNT	
	\$1,200.00	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 Evaluation and Testing - USA	400.00	US Dollars	7	\$2,800.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0205044	PRI CODE: 5-4			
Shipment AWA	QUANTITY	DELIVER BY		
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	400.00	17-JUN-2002		
MARK FOR: Elaine Jappinga 703-796-7158 W.382A.0---.---.3A14C0.F050---.3140.480100.-.-.-.98600127-	AMOUNT			
	\$2,800.00			

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 Field Engineer Labor.	120.00	US Dollars	25	\$3,000.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0205044	PRI CODE: 5-4			
Shipment AWA	QUANTITY	DELIVER BY		
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	120.00	17-JUN-2002		
MARK FOR: Elaine Jappinga 703-796-7158 W.382A.0---.---.3A14C0.F050---.3140.480100.-.-.-.98600127-	AMOUNT			
	\$3,000.00			

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 Configuration Management Labor.	100.00	US Dollars	80	\$8,000.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0205044	PRI CODE: 5-4			
Shipment AWA	QUANTITY	DELIVER BY		

Date of Award: 02-JUL-2002

Contract Number (if any):

Award No. (if any):
DTFA0100F38011

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	100.00	17-JUN-2002
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MARK FOR: Elaine Jappinga 703-796-7158

W.382A.0---.---.3A14C0.F050---.3140.480100.-.-.-.98600127-

AMOUNT
\$8,000.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038011

1. Delivery order Number: 0038011

2. Description of this action: The purpose of this order is to direct the TRX contractor to provide Underwriters Laboratory testing and the necessary modifications to eleven (11) TRX systems located at Seattle-Tacoma Airport (SEA) to satisfy Seattle codes.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
 Elaine Jappinga, COTR, (703) 796-7158

4. Funding Authorization: The total price of this delivery order is \$18,662, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 005</u>	UL Evaluation and Testing	\$3,662	Lot	\$3,662
	Configuration Management Labor	\$100	80	\$8,000
	Field Engineering Labor	\$120	25	\$3,000
	Evaluation and Testing – USA Heimann Labor	\$400	7	\$2,800
	Evaluation and Testing – USA Heimann Labor	\$600	2	\$1,200
	Total			\$18,662

5. Period of Performance: Date of award through 30 September 2002.

6. Description of Work: The TRX contractor shall perform Underwriters Laboratory (UL) testing required to satisfy local Seattle codes. The TRX contractor shall modify TRX equipment previously delivered under this contract to the Seattle-Tacoma Airport to have the equipment conform to UL requirements. The TRX contractor shall provide a Request for Deviation and As-Built documentation to identify any variances from the established Product Baseline for each of the eleven (11) systems.

7. Schedule of Deliverable Items: The following schedule defines data to be provided under the Delivery Order.

Request for Deviation	Concurrent with invoice
As-Built Documentation (11 systems)	Concurrent with invoice

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other:

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF TASK ORDER

Federal Aviation Administration	Award for Supplies or Services		Page 1 of 2	
Date of Award: 08-APR-2002	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38010		
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 186 WOOD AVE SOUTH ISELIN, NJ 08830		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: KEVIN WANZOR 732-603-5914		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Shp Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		TOTAL AMOUNT OF ORDER/AWARD: \$208,410.00		
IMPORTANT: Contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u> 1 </u> copies to the issuing office.			OMB 2120-0595	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY:		
DATE SIGNED		Dorna Taylor DATE SIGNED:		
The purpose of this delivery order is to procure non-recurring engineering and installation of the TIP changes identified in ECP HEI-TRX-ECP July/August 2000, in accordance with the attached. All other terms conditions remain unchanged.				
Line Description	Quantity	UOM	Unit Price	LI Total \$
1 CLIN 0005: Non Recurring Engineering.	31160	US Dollars	1	\$31,160.00
Non-ISO 9000		PLACE OF INSPECTION AND ACCEPTANCE: Destination		
Requisition No. 0203017		PRI CODE: 5-4		
Shipment# 1 AWA			QUANTITY	DELIVER BY
Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			31160	31-MAY-2002
MARK FOR: Richard Hayes 703-796-7109				
W.X82-.0---.3A15C0.F050---.3140.480100.-.-.-.98600127--				AMOUNT \$31,160.00
Line Description	Quantity	UOM	Unit Price	LI Total \$
2 CLIN 0005: Labor and Travel to Install ECP.	177250	US Dollars	1	\$177,250.00
Non-ISO 9000		PLACE OF INSPECTION AND ACCEPTANCE: Destination		
Requisition No. 0203017		PRI CODE: 5-4		
Shipment# 1 AWA			QUANTITY	DELIVER BY

**Federal Aviation
Administration**

Award for Supplies or Services

Page
2 of 2

Date of Award: 08-APR-2002

Contract Number (if any):
DTFA0100D00038

Award No. (if any):
DTFA0100F38010

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

177250

31-MAY-2002

MARK FOR: Richard Hayes, AAR-550, (703) 796-7109

W.X82-.0--.---.3A15C0.F050-.3140.480100.-.-.98600127-

AMOUNT

\$177,250.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
Delivery Order 0038010

1. Delivery Order 0038010

2. Description of this action: The purpose of this delivery order is to order the non-recurring engineering and installation of the TIP changes outlined in ECP HEI-TRX-ECP-July/August.2000. All other terms and conditions remain unchanged

3. FAA Points-of-Contact: Dorna Taylor, Contracting Officer, (703)796-7125
Richard Hayes, COTR, (703) 796-7109

4. Funding Authorization: The total price of this delivery order is \$208,410.00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 005</u>	Non-recurring engineering	\$31,160	1	\$31,160
<u>CLIN 005</u>	Labor and travel to install ECP	\$177,250	1	\$177,250
	TOTAL			\$208,410

5. Period of Performance: Date of award through 31 May 2002.

6. Description of Work: The TRX contractor shall provide engineering and software development services on a non-recurring basis to effect changes to the TIP software as described in the engineering change proposal. Additionally, the TRX contractor shall provide field engineering services to install and test changes at each TRX installed.

7. Schedule of Deliverable Items: The TRX contractor shall begin this task upon receipt of this delivery order and schedule resources to install ECP in all TRX's no later than 31 May 2002.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF DELIVERY ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1	
Date of Award: 05-FEB-2002		Contract Number (if any): DTFA0100D00038		Award No. (if any): DTFA0100F38009	
Date of Revision: 15-JAN-2003				Revision No. 6	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination		Ship Via: Best Means			
Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: Patricia A Newton 703-796-7111			TOTAL AMOUNT OF ORDER/AWARD: \$6,809,543.00 FROM: \$6,809,543.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.					OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Patricia A. Newton</i> Patricia A Newton		
DATE SIGNED:			DATE SIGNED: 1-15-03		

See Attached.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems

1. Delivery Order Number: DTFA01-00-F-38009 Revision 006

2. Description of this action: The purpose of this delivery order revision is to correct serial numbers referenced for CLINs 001, 002 and to change the period of performance. There is no change in funding amount.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
Mark Little, COTR, (703) 796-7117

4. Funding Authorization: The total price of this delivery order is \$6,764,543 .00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Serial Numbers: 40024 through 40043 inclusive. LIF1/DVSM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor.	\$40,687	20	\$813,740
CLIN 001	Model 6040i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$40,187	38	\$1,527,106
CLIN 001	Model 6040i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$39,302	29	\$1,139,758
CLIN 002	Model 7555i Aviation Unit Serial Numbers: 21296, 23334 and 40001 through 40023 inclusive. LIF1/DVSM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor.	\$43,694	25	\$1,092,350
CLIN 002	Model 7555i Aviation Unit Serial Numbers above 40023. LIF3/LM16 configuration.	\$43,194	23	\$993,462

-	Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor			
<u>CLIN 003</u>	<u>Options for Model 6040i Aviation Unit:</u>			
	High-Speed Conveyor, 6040i	\$3,890	58	\$225,620
-	High-Speed Conveyor, 6040i	\$3,765	29	\$109,185
-	<u>Options for Model 7555i Aviation Unit:</u>			
-	High-Speed Conveyor, 7555i	\$4,064	48	\$195,072
<u>CLIN 005</u>	Shipping Costs: (NOTE: Average Estimate)	\$3,000	135	\$405,000
<u>CLIN 005</u>	Automated Data Collection	\$1,500	135	\$202,500
<u>CLIN 005</u>	No TIP Light	\$450	135	\$60,750
-	TOTAL			\$6,764,543

5. **Period of Performance:** Date of award through 30 May 2003.

6. through 10. Remain unchanged.

END OF DELIVERY ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 05-FEB-2002	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38009	Revision No. 5	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Ship Via: Best Means	Discount Terms: Duc in 30		
PURCHASER NAME AND PHONE NO: John J Handrahan 202-267-9781		TOTAL AMOUNT OF ORDER/AWARD: \$6,809,543.00 FROM: \$6,809,543.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u>5</u> copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>[Signature]</i> John J Handrahan		
DATE SIGNED:		DATE SIGNED: 6/18/02		

Revision 4 was used as system update

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038009 Revision 004 (Official Rev is 005)

1. Delivery order Number: 0038009 Rev 004

2. Description of this action: The purpose of this delivery order is to incorporate the unit price adjustment resulting from approval of Heimann Engineering Change Proposal HEI-TRX-ECP-2-7350. The ECP provides for a unit price reduction of \$500 for 90 of the 135 units on this delivery order.

3. FAA Points-of-Contact: John Handrahan, Contracting Officer, (703) 796-7125
 Elaine Jappinga, COTR, (703) 796-7158

4. Funding Authorization: The total price of this delivery order is \$6,764,543 .00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	Model 6040i Aviation Unit Serial Numbers: 23334 and 40001 through 40043 inclusive. LIF1/DVSM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor.	\$40,687	20	\$813,740
CLIN 001	Model 6040i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$40,187	38	\$1,527,106
CLIN 001	Model 6040i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$39,302	29	\$1,139,758
CLIN 002	Model 7555i Aviation Unit Serial Numbers: 23334 and 40001 through 40043 inclusive. LIF1/DVSM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor.	\$43,694	25	\$1,092,350

CLIN 002	Model 7555i Aviation Unit Serial Numbers above 40043. LIF3/LM16 configuration. Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$43,194	23	\$993,462
CLIN 003	Options for Model 6040i Aviation Unit:			
	High-Speed Conveyor, 6040i	\$3,890	58	\$225,620
	High-Speed Conveyor, 6040i	\$3,765	29	\$109,185
	Options for Model 7555i Aviation Unit:			
	High-Speed Conveyor, 7555i	\$4,064	48	\$195,072
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$3,000	135	\$405,000
CLIN 005	Automated Data Collection	\$1,500	135	\$202,500
CLIN 005	No TIP Light	\$450	135	\$60,750
	TOTAL			\$6,764,543

5. Period of Performance: Date of award through 30 September 2002.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The Contractor must be able to deliver and install up to thirty (30) units per month, if so directed by the Government. The contractor shall develop a delivery schedule by coordinating with the air carriers/SEIPT listed in attached spreadsheet. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites listed in the attached spreadsheet.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: The attached schedule defines the list of required sites, equipment and options to be provided under the Delivery Order. The contractor with the user organization and TSA shall coordinate all installations. No units shall be shipped until a schedule has been submitted and approved by the FAA. The initial schedule must be submitted no later than 15 days after issuance of this delivery order.

Upon receiving any updated requirement list, the contractor must submit a revised delivery schedule within 15 days.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

Attachment: Heimann DO38009 Rev 004 Delivery Schedule

END OF DELIVERY ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 05-FEB-2002	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38009	Revision No. 3	
Date of Revision: 26-JUN-2002				
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Shlp Via: Best Means	TOTAL AMOUNT OF ORDER/AWARD: \$6,809,543.00		
Discount Terms: Due in 30		FROM: \$6,809,543.00		
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:		
DATE SIGNED		BY: <i>Dorna Taylor</i> 26 Jun 02 Dorna Taylor DATE SIGNED:		
The purpose of this delivery order revision is to revise the delivery schedule in accordance with the attached document. This revision is at no additional cost to the Federal Government. All other terms and conditions remain unchanged.				

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038009 Revision 003

1. Delivery order Number: 0038009 Revision 003

2. Description of this action: The purpose of this delivery order revision is to change the delivery schedule of TRX systems and related equipment as provided in Section 7 herein.

3. FAA Points-of-Contact: Dorna Taylor, Contracting Officer, (703) 796-7125
Elaine Jappinga, COTR, (703) 796-7158

5. Period of Performance: Date of award through 30 September 2002.

7. Schedule of Deliverable Items: The attached schedule defines the revised list of required sites, equipment and options to be provided under the Delivery Order. All installations shall be coordinated by the contractor with the user organization and/or the TSA. No units shall be shipped until a schedule has been submitted and approved by the TSA. The initial schedule must be submitted no later than 15 days after issuance of this delivery order.

Upon receiving any updated requirement list, the contractor must submit a revised delivery schedule within 15 days.

Attachment: Heimann DO38009 Revision 003 Delivery Schedule dated 6/21/2002

END OF DELIVERY ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1						
Date of Award: 05-FEB-2002	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38009	Revision No. 2							
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.										
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mall Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591								
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149								
F.O.B. Point: Destination	Ship Via: Best Means									
Discount Terms: Due in 30										
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">TOTAL AMOUNT OF ORDER/AWARD:</td> <td style="text-align: right;">\$6,809,543.00</td> </tr> <tr> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">\$6,809,543.00</td> </tr> <tr> <td style="text-align: right;">AWARD IS CHANGED BY:</td> <td style="text-align: right;">\$0.00</td> </tr> </table>			TOTAL AMOUNT OF ORDER/AWARD:	\$6,809,543.00	FROM:	\$6,809,543.00	AWARD IS CHANGED BY:	\$0.00
TOTAL AMOUNT OF ORDER/AWARD:	\$6,809,543.00									
FROM:	\$6,809,543.00									
AWARD IS CHANGED BY:	\$0.00									
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595						
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:								
DATE SIGNED		BY: <i>Dorna Taylor</i> 16 May 02 Dorna Taylor DATE SIGNED:								
The purpose of this delivery order revision is to revise the delivery schedule, in accordance with the attached document. This revision is at no additional cost to the Federal Government. All other terms and conditions remain unchanged.										

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038009 Revision 002

1. Delivery order Number: 0038009 Revision 002

2. Description of this action: The purpose of this delivery order revision is to change the delivery schedule of TRX systems and related equipment as provided in Section 7 herein.

3. FAA Points-of-Contact: Dorna Taylor, Contracting Officer, (703) 796-7125
Richard Hayes, COTR, (703) 796-7109

5. Period of Performance: Date of award through 30 September 2002.

7. Schedule of Deliverable Items: The attached schedule defines the revised list of required sites, equipment and options to be provided under the Delivery Order. All installations shall be coordinated by the contractor with the user organization and/or the FAA. No units shall be shipped until a schedule has been submitted and approved by the FAA. The initial schedule must be submitted no later than 15 days after issuance of this delivery order.

Upon receiving any updated requirement list, the contractor must submit a revised delivery schedule within 15 days.

Attachment: Heimann DO38009 Revision 002 Delivery Schedule dated 5/3/2002

END OF DELIVERY ORDER

Date of Award: 05-FEB-2002	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38009	Revision No. 1
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
---	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591
---	---

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	FAX No: 202-267-5149
--	----------------------

PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124	<table style="width:100%;"> <tr> <td style="text-align: right;">TOTAL AMOUNT OF ORDER/AWARD:</td> <td style="text-align: right;">\$6,809,543.00</td> </tr> <tr> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">\$6,809,543.00</td> </tr> <tr> <td style="text-align: right;">AWARD IS CHANGED BY:</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	TOTAL AMOUNT OF ORDER/AWARD:	\$6,809,543.00	FROM:	\$6,809,543.00	AWARD IS CHANGED BY:	\$0.00
TOTAL AMOUNT OF ORDER/AWARD:	\$6,809,543.00						
FROM:	\$6,809,543.00						
AWARD IS CHANGED BY:	\$0.00						

IMPORTANT: Contractor is, is not required to sign this document and return _____ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Dorna Taylor</i> Dorna Taylor
DATE SIGNED	<i>1 Apr 02</i> DATE SIGNED:

The purpose of this delivery order revision is to revise the delivery schedule and extend the period of performance. This revision is at no additional cost to the Federal Government. All other terms and conditions remain unchanged.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038009 Revision 001

1. Delivery order Number: 0038009 Revision 001

2. Description of this action: The purpose of this delivery order revision is to change the delivery schedule of TRX systems and related equipment as provided in Section 7 herein and to extend the delivery schedule.

3. FAA Points-of-Contact: Dorna Taylor, Contracting Officer, (703) 796-7125
Richard Hayes, COTR, (703) 796-7109

5. Period of Performance: Date of award through 30 September 2002.

7. Schedule of Deliverable Items: The attached schedule defines the revised list of required sites, equipment and options to be provided under the Delivery Order. All installations shall be coordinated by the contractor with the user organization and/or the FAA. No units shall be shipped until a schedule has been submitted and approved by the FAA.

Attachment: Heimann DO38009 Revision 001 Delivery Schedule dated 3/29/2002

END OF DELIVERY ORDER

Airport Name	CAT	DO	Airline	Location	Model	Manufacturer
Albuquerque International Airport	ABQ	I	9	SWAA AB	6040i	Heimann
Bradley International Airport	BDL	I	9	AALA B4	7555i	Heimann
Bradley International Airport	BDL	I	9	USAA	7555i	Heimann
Bradley International Airport	BDL	I	9	USAA	7555i	Heimann
Birmingham International Airport	BHM	I	9	USAA	7555i	Heimann
Nashville International Airport	BNA	I	9	DALA A/B	7555i	Heimann
Nashville International Airport	BNA	I	9	DALA A/B	7555i	Heimann
Nashville International Airport	BNA	I	9	DALA A/B	7555i	Heimann
Boise Air Terminal/Gowen	BOI	I	9	SWAA Z	6040i	Heimann
Boise Air Terminal/Gowen	BOI	I	9	SWAA Z	6040i	Heimann
Boise Air Terminal/Gowen	BOI	I	9	SWAA Z	6040i	Heimann
Logan International Airport	BOS	X	9	UALA	6040i	Heimann
Baltimore-Washington International	BWI	X	9	Pier C	6040i	Heimann
Baltimore-Washington International	BWI	X	9	Pier C	6040i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA Terminal 3 Delta Checkpoint	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	DALA FIS	7555i	Heimann
Cincinnati/Northern Kentucky International	CVG	I	9	NWAA Terminal 1	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Denver International Airport	DEN	X	9	UALA	6040i	Heimann
Des Moines	DSM	I	9	UALA	6040i	Heimann
Des Moines	DSM	I	9	UALA	6040i	Heimann
Detroit Metro Wayne County	DTW	X	9	NWAA	6040i	Heimann
Detroit Metro Wayne County	DTW	X	9	NWAA	6040i	Heimann
Detroit Metro Wayne County	DTW	X	9	NWAA	6040i	Heimann
Spokane International Airport	GEG	I	9	SWAA M	6040i	Heimann
Spokane International Airport	GEG	I	9	SWAA M	6040i	Heimann
Spokane International Airport	GEG	I	9	SWAA M	6040i	Heimann
Spokane International Airport	GEG	I	9	SWAA M	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA A	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA A	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA C	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA C	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA C	6040i	Heimann
Houston Hobby Airport	HOU		9	SWAA C	6040i	Heimann
Wichita, Kansas	ICT	I	9	UALA	6040i	Heimann
Wichita, Kansas	ICT	I	9	UALA	6040i	Heimann
Jacksonville International Airport	JAX	I	9	DALA A	7555i	Heimann
Jacksonville International Airport	JAX	I	9	DALA A	7555i	Heimann
Jacksonville International Airport	JAX	I	9	SWAA	6040i	Heimann
Jacksonville International Airport	JAX	I	9	SWAA	6040i	Heimann
McCarran International Airport	LAS	I	9	AMTA	7555i	Heimann
McCarran International Airport	LAS	I	9	AMTA	7555i	Heimann
McCarran International Airport	LAS	I	9	AMTA	7555i	Heimann
McCarran International Airport	LAS	I	9	AMTA	7555i	Heimann
McCarran International Airport	LAS	I	9	AWXA	7555i	Heimann
McCarran International Airport	LAS	I	9	AWXA	7555i	Heimann
McCarran International Airport	LAS	I	9	AWXA	7555i	Heimann
McCarran International Airport	LAS	I	9	AWXA	7555i	Heimann

Heimann TF System Delivery Order 38009 RE 101 Schedule

Airport Name	TUL	I	9	CAT		Model	Manufacturer
				DO	Airline		
Tulsa International Airport	TUL	I	9	SWAA	B	6040i	Heimann
Tulsa International Airport	TUL	I	9	SWAA	B	6040i	Heimann

Total Allocated 6040i

76

Total Allocated 7555i

46

Reserve 6040i Systems

11

Reserve 7555i Systems

2

Total 6040i

87

Total 7555i

48

Date of Award: 05-FEB-2002	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38009	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
---	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149
---	---

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
--	--

PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124	TOTAL AMOUNT OF ORDER/AWARD: \$6,809,543.00
--	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: DATE SIGNED:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T Branch</i> DATE SIGNED: <i>2/6/02</i> Kimberley T Branch
--	--

The purpose of this delivery order is to procure 135 TRX systems, in accordance with the attached document.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 005; No-Tip Light	135.00	US Dollar	450	\$60,750.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	<u>DELIVER BY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			135.00	18-APR-2002
MARK FOR: Rick Hayes, AAR-550, 703-796-7109 W.X82-.0---.---.3A15C0.F050---.3140.480100.-.---.-.98600127-			<u>AMOUNT</u>	
			\$60,750.00	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 005; Automated Data Collection	135.00	US Dollar	1500	\$202,500.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	<u>DELIVER BY</u>

Date of Award: 05-FEB-2002	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38009	
----------------------------	---	---------------------------------------	--

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	135.00	18-APR-2002
MARK FOR: Richard Hayes			
W.X82-.0--.--.3A15C0.F050-.3140.480100.-.--.98600127-		<u>AMOUNT</u>	
		\$202,500.00	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 CLIN 005; Shipping cost for 135 units	135.00	US Dollar	3000	\$405,000.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA		<u>QUANTITY</u>	<u>DELIVER BY</u>	
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591		135.00	18-APR-2002	
MARK FOR: Richard Hayes				
W.X82-.0--.--.3A15C0.F050-.3140.480100.-.--.98600127-		<u>AMOUNT</u>		
		\$405,000.00		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 CLIN 003; 29 High Speed Conveyors Model 6040i	29.00	US Dollar	3765	\$109,185.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA		<u>QUANTITY</u>	<u>DELIVER BY</u>	
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591		29.00	18-APR-2002	
MARK FOR: Richard Hayes				
W.X82-.0--.--.3A15C0.F050-.3140.480100.-.--.98600127-		<u>AMOUNT</u>		
		\$109,185.00		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 CLIN 003; 58 High Speed Conveyors for Model 6040i	58.00	US Dollar	3890	\$225,620.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA		<u>QUANTITY</u>	<u>DELIVER BY</u>	
# 1		58.00	18-APR-2002	

Date of Award: 05-FEB-2002	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38009	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

MARK FOR: Richard Hayes

W.X82-.0--.--.3A15C0.F050--.3140.480100.-.--.-.98600127- AMOUNT
\$225,620.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
6 CLIN 003; 48 High Speed Conveyors for Model 7555i	48.00	US Dollar	4064	\$195,072.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	<u>DELIVER BY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			48.00	18-APR-2002
MARK FOR: Richard Hayes				
W.X82-.0--.--.3A15C0.F050--.3140.480100.-.--.-.98600127-			<u>AMOUNT</u> \$195,072.00	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
7 CLIN 001; 29 TRX Model 6040i	29.00	US Dollar	39802	\$1,154,258.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	<u>DELIVER BY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			29.00	18-APR-2002
MARK FOR: Richard Hayes				
W.X82-.0--.--.3A15C0.F050--.3140.480100.-.--.-.98600127-			<u>AMOUNT</u> \$1,154,258.00	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
8 CLIN 001; 58 TRX Model 6040i	58.00	US Dollar	40687	\$2,359,846.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0201557		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	<u>DELIVER BY</u>
# 1			58.00	18-APR-2002

Date of Award: 05-FEB-2002	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38009	
----------------------------	---	---------------------------------------	--

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

MARK FOR: Richard Hayes

W.X82-.0---.---.3A15C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$2,359,846.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
9 CLIN 001; 48 TRX Model 7555i	48.00	US Dollar	43694	\$2,097,312.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0201557

PRI CODE: 5-4

Shipment AWA

QUANTITY

DELIVER BY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

48.00

18-APR-2002

MARK FOR: Richard Hayes

W.X82-.0---.---.3A15C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$2,097,312.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038009

1. Delivery order Number: 0038009

2. Description of this action: The purpose of this delivery order is to order the following TRX systems and related equipment as designated herein.

3. FAA Points-of-Contact: Kimberley Branch, Contracting Officer, (703) 796-7118
Richard Hayes, COTR, (703) 796-7109

4. Funding Authorization: The total price of this delivery order is \$6,809,543.00, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$40,687	58	\$2,359,846
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$39,802	29	\$1,154,258
	Model 7555i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$43,694	48	\$2,097,312
<u>CLIN 003</u>	Options for Model 6040i Aviation Unit:			
	High-Speed Conveyor, 6040i	\$3,890	58	\$225,620
	High-Speed Conveyor, 6040i	\$3,765	29	\$109,185
	Options for Model 7555i Aviation Unit:			
	High-Speed Conveyor, 7555i	\$4,064	48	\$195,072
<u>CLIN 005</u>	Shipping Costs: (NOTE: Average Estimate)	\$3,000	135	\$405,000
<u>CLIN 005</u>	Automated Data Collection	\$1,500	135	\$202,500
<u>CLIN 005</u>	No TIP Light	\$450	135	\$60,750
	TOTAL			\$6,809,543

5. Period of Performance: Date of award through 18 April 2002.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites, which are listed in Section 7 of this order. The Contractor must be able to deliver and install up to thirty (30) units per month, if so directed by the Government. The contractor shall develop a delivery schedule by coordinating with the air carriers/SEIPT listed in attached spreadsheet. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites listed in the attached spreadsheet.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class(es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: The attached schedule defines the initial list of required sites, equipment and options to be provided under the Delivery Order. The contractor with the user organization and FAA shall coordinate all installations. No units shall be shipped until a schedule has been submitted and approved by the FAA. The initial schedule must be submitted no later than 15 days after issuance of this delivery order.

Upon receiving any updated requirement list, the contractor must submit a revised delivery schedule within 15 days.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

Attachment: Heimann DO38009 Delivery Schedule

END OF DELIVERY ORDER

Pennington, Todd

From: MLHeimann@aol.com [MLHeimann@aol.com at FAA]
Sent: Friday, February 22, 2002 10:44 AM
To: richard.hayes@faa.gov; keith.goll@faa.gov; mark.little@faa.gov; Todd.Pennington@faa.gov; dorna.taylor@faa.gov
Cc: steve@heimannsystems-usa.com; lhanes@jil.com
Subject: DO 9 - Draft of TRX deployment schedule



HEI.D09.Estimated.Da
tes.xls

To all:

As per the conditions of our TRX contract, attached is the draft of the TRX deployment schedule under Delivery Order # 9 (DTFA0100F38009). The FAT dates of the TRX systems are based on the following conditions:

1)

2)

3)

We are aware a few, if not many, of the airport locations will change. Please feel free to call with any concerns, questions, comments or suggestions.

Best regards,

Mark Laustra, TRX Program Manager
HEIMANN SYSTEMS CORP.
TOLL FREE: 877-903-0707
Fax: 407-696-0619
E-mail: mlheimann@aol.com

This message and any attachment are confidential and may be privileged or otherwise protected from disclosure. If you are not the intended recipient, please telephone or email the sender and delete this message and any attachment from your system. If you are not the intended recipient you must not copy this message or attachment or disclose the contents to any other person.

For further information about Heimann Systems please see our website at <http://www.heimannsystems.com>.

HEIMANN SYSTEMS CORP.					
DO9 TRX by Region	A/L	Model	Est FAT	EST Del	Est. Inst
Western USA					
Metropolitan Oakland Int'l (OAK)					
	SW	6040i	22-Apr-02	13-May-02	20-May-02
	UA	6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
		6040i	22-Apr-02	13-May-02	20-May-02
San Francisco Int'l (SFO)					
	NW	6040i	22-Apr-02	13-May-02	20-May-02
Spokane Int'l (GEG)					
	SW	6040i	29-Apr-02	20-May-02	27-May-02
		6040i	29-Apr-02	20-May-02	27-May-02
		6040i	29-Apr-02	20-May-02	27-May-02
		6040i	29-Apr-02	20-May-02	27-May-02
Boise Air Terminal/Gowen (BOI)					
	SW	6040i	29-Apr-02	20-May-02	27-May-02
		6040i	29-Apr-02	20-May-02	27-May-02
Denver Int'l (DEN)					
	UA	6040i	29-Apr-02	20-May-02	27-May-02
		6040i	29-Apr-02	20-May-02	27-May-02
		6040i	06-May-02	27-May-02	03-Jun-02
		6040i	06-May-02	27-May-02	03-Jun-02
		6040i	06-May-02	27-May-02	03-Jun-02
		6040i	06-May-02	27-May-02	03-Jun-02
		6040i	06-May-02	27-May-02	03-Jun-02
		6040i	06-May-02	27-May-02	03-Jun-02
McCarren Int'l Airport (LAS)					
	AM	7555i	29-Apr-02	20-May-02	27-May-02
		7555i	29-Apr-02	20-May-02	27-May-02
		7555i	29-Apr-02	20-May-02	27-May-02
		7555i	29-Apr-02	20-May-02	27-May-02
	AW	7555i	29-Apr-02	20-May-02	27-May-02
		7555i	29-Apr-02	20-May-02	27-May-02
		7555i	29-Apr-02	20-May-02	27-May-02
		7555i	06-May-02	27-May-02	03-Jun-02
		7555i	06-May-02	27-May-02	03-Jun-02
		7555i	06-May-02	27-May-02	03-Jun-02
	SW	7555i	06-May-02	27-May-02	03-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02

	UA	7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	13-May-02	03-Jun-02	10-Jun-02
		7555i	20-May-02	10-Jun-02	17-Jun-02
Albuquerque (ABQ)					
	SW	6040i	13-May-02	03-Jun-02	10-Jun-02
San Jose Int'l (SJC)					
	SW	6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
	AA	7555i	27-May-02	17-Jun-02	24-Jun-02
	SW	6040i	03-Jun-02	17-Jun-02	24-Jun-02
		6040i	03-Jun-02	17-Jun-02	24-Jun-02
		6040i	03-Jun-02	17-Jun-02	24-Jun-02
	UA	6040i	03-Jun-02	17-Jun-02	24-Jun-02
	DL	6040i	03-Jun-02	17-Jun-02	24-Jun-02
Midwestern USA					
Houston Hobby Airport (HOU)					
	SW	6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	20-May-02	10-Jun-02	17-Jun-02
		6040i	27-May-02	17-Jun-02	24-Jun-02
		6040i	27-May-02	17-Jun-02	24-Jun-02
Cincinnati/Northern Kentucky Int'l (CVG)					
	DL	7555i	27-May-02	17-Jun-02	24-Jun-02
		7555i	27-May-02	17-Jun-02	24-Jun-02
		7555i	27-May-02	17-Jun-02	24-Jun-02
		7555i	27-May-02	17-Jun-02	24-Jun-02
	NW	6040i	03-Jun-02	24-Jun-02	01-Jul-02
Tulsa Int'l (TUL)					
	AA	7555i	27-May-02	17-Jun-02	24-Jun-02
		7555i	27-May-02	17-Jun-02	24-Jun-02
	SW	6040i	03-Jun-02	24-Jun-02	01-Jul-02
		6040i	03-Jun-02	24-Jun-02	01-Jul-02
Kansas City Int'l (MCI)					
	AW	6040i	10-Jun-02	01-Jul-02	08-Jul-02
		6040i	10-Jun-02	01-Jul-02	08-Jul-02
Eppley Airfield (OMA)					
	NW	6040i	10-Jun-02	01-Jul-02	08-Jul-02
		6040i	10-Jun-02	01-Jul-02	08-Jul-02
Wichita, KS (ICT)					
	UA	6040i	10-Jun-02	01-Jul-02	08-Jul-02
		6040i	10-Jun-02	01-Jul-02	08-Jul-02
Chicago Midway (MDW)					
	AM	6040i	17-Jun-02	08-Jul-02	15-Jul-02

		6040i	17-Jun-02	08-Jul-02	15-Jul-02
	SW	6040i	17-Jun-02	08-Jul-02	15-Jul-02
		6040i	17-Jun-02	08-Jul-02	15-Jul-02
		6040i	17-Jun-02	08-Jul-02	15-Jul-02
		6040i	17-Jun-02	08-Jul-02	15-Jul-02
Detroit Metro/Wayne County (DTW)					
	NW	6040i	17-Jun-02	08-Jul-02	15-Jul-02
		6040i	17-Jun-02	08-Jul-02	15-Jul-02
		6040i	17-Jun-02	08-Jul-02	15-Jul-02
Dallas Love Field (DAL)					
	SW	6040i	17-Jun-02	08-Jul-02	15-Jul-02
Des Moines (DES)					
	UA	6040i	24-Jun-02	15-Jul-02	22-Jul-02
		6040i	24-Jun-02	15-Jul-02	22-Jul-02
Minneapolis/St. Paul Int'l (MSP)					
	NW	7555i	24-Jun-02	15-Jul-02	22-Jul-02
		7555i	24-Jun-02	15-Jul-02	22-Jul-02
		6040i	12-Aug-02	02-Sep-02	09-Sep-02
		6040i	12-Aug-02	02-Sep-02	09-Sep-02
		6040i	12-Aug-02	02-Sep-02	09-Sep-02
		6040i	12-Aug-02	02-Sep-02	09-Sep-02
Southeastern USA					
Sarasota/Bradenton, FL (SRQ)					
	AA	7555i	27-May-02	17-Jun-02	24-Jun-02
Jacksonville Int'l (JAX)					
	DL	7555i	10-Jun-02	01-Jul-02	08-Jul-02
		7555i	10-Jun-02	01-Jul-02	08-Jul-02
		7555i	10-Jun-02	01-Jul-02	08-Jul-02
		7555i	10-Jun-02	01-Jul-02	08-Jul-02
	SW	6040i	24-Jun-02	15-Jul-02	22-Jul-02
		6040i	24-Jun-02	15-Jul-02	22-Jul-02
Nashville, TN (BNA)					
	DL	7555i	10-Jun-02	01-Jul-02	08-Jul-02
		7555i	10-Jun-02	01-Jul-02	08-Jul-02
Birmingham, (BHM)					
	US	7555i	15-Jul-02	05-Aug-02	12-Aug-02
Miami Int'l (MIA)					
	BA	6040i	12-Aug-02	02-Sep-02	09-Sep-02
Memphis Int'l (MEM)					
	AA	7555i	15-Jul-02	05-Aug-02	12-Aug-02
	DL	6040i	12-Aug-02	02-Sep-02	09-Sep-02
	NW	6040i	12-Aug-02	02-Sep-02	09-Sep-02
		6040i	12-Aug-02	02-Sep-02	09-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
Northeastern USA					

Bradley Field (BDL)					
	AA	7555i	15-Jul-02	05-Aug-02	12-Aug-02
	US	7555i	15-Jul-02	05-Aug-02	12-Aug-02
	US	7555i	15-Jul-02	05-Aug-02	12-Aug-02
Baltimore/Washington Int'l (BWI)					
	DL	7555i	15-Jul-02	05-Aug-02	12-Aug-02
		7555i	15-Jul-02	05-Aug-02	12-Aug-02
Laguardia (LGA)					
	DL	7555i	15-Jul-02	05-Aug-02	12-Aug-02
		7555i	15-Jul-02	05-Aug-02	12-Aug-02
Boston Logan (BOS)					
	DL	7555i	15-Jul-02	05-Aug-02	12-Aug-02
		7555i	15-Jul-02	05-Aug-02	12-Aug-02
		7555i	05-Aug-02	26-Aug-02	02-Sep-02
	UA	6040i	19-Aug-02	09-Sep-02	16-Sep-02
T F Green State Airport (PVD)					
	SW	6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
		6040i	19-Aug-02	09-Sep-02	16-Sep-02
5 Spare 6040i					
1 Spare 7555i					

Federal Aviation Administration		Revision To Award for Supplies & Services		Page 1 of 1	
Date of Award: 12-JUL-2001		Contract Number (if any): DTFA0100D00038		Award No. (if any): DTFA0100F38008	
Date of Revision: 30-OCT-2001				Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination		Ship Via: Best Means			
Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124			TOTAL AMOUNT OF ORDER/AWARD: \$1,025,360.00 FROM: \$1,025,360.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.					OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:		
DATE SIGNED:			BY: <i>Kimberly D. Branch</i> Kimberly D Branch DATE SIGNED: 10/31/01		
Revision 1 is issued to extend the period of performance through 18-April-2002. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.					

Federal Aviation Administration	Award for Supplies or Services		Page 1 of 3
Date of Award: 12-JUL-2001	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38008	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.			
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591	
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675	
F.O.B. Point: Destination	Ship Via: Best Means		
Discount Terms: Due in 30			
PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106		TOTAL AMOUNT OF ORDER/AWARD:	\$1,025,360.00

IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.		OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T Branch</i> Kimberly T Branch	
DATE SIGNED:	DATE SIGNED: <i>7/12/01</i>	

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 005; No TIP Light	20.00	US Dollar	450	\$9,000.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103566		PRI CODE: 5-4		
Shipment AWA				<u>QUANTITY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591				20.00
MARK FOR: Richard Hayes W.382A.0---.---.3A14C0.F050---.3140.480100.-.-.-.98600127-				<u>AMOUNT</u> \$9,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 005; TIP Net	20.00	US Dollar	1500	\$30,000.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103566		PRI CODE: 5-4		
Shipment AWA				<u>QUANTITY</u>
# 1				20.00

Date of Award: 12-JUL-2001

Contract Number (if any): DTFA0100D00038

Award No. (if any): DTFA0100F38008

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

MARK FOR: Richard Hayes

W.382A.0---.3A14C0.F050---.3140.480100.-.-.98600127-

AMOUNT
\$30,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 CLIN 005; Shipping Cost	20.00	US Dollar	3000	\$60,000.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103566

PRI CODE: 5-4

Shipment AWA

QUANTITY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

20.00

MARK FOR: Richard Hayes

W.382A.0---.3A14C0.F050---.3140.480100.-.-.98600127-

AMOUNT
\$60,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 CLIN 003; High Speed Conveyor, 6040i	10.00	US Dollar	3890	\$38,900.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103566

PRI CODE: 5-4

Shipment AWA

QUANTITY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

10.00

MARK FOR: Richard Hayes

W.382A.0---.3A14C0.F050---.3140.480100.-.-.98600127-

AMOUNT
\$38,900.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 CLIN 003; High Speed Conveyor, 7555i	10.00	US Dollar	4365	\$43,650.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103566

PRI CODE: 5-4

Shipment AWA

QUANTITY

1

10.00

Date of Award: 12-JUL-2001	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38008	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

MARK FOR: Richard Hayes

W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$43,650.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
6 CLIN 001; Model 6040i Aviation Unit	10.00	US Dollar	40687	\$406,870.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103566 PRI CODE: 5-4

Shipment AWA	<u>QUANTITY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	10.00

MARK FOR: Richard Hayes

W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$406,870.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
7 CLIN 001; Model 7555i Aviation Unit	10.00	US Dollar	43694	\$436,940.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103566 PRI CODE: 5-4

Shipment AWA	<u>QUANTITY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591	10.00

MARK FOR: Richard Hayes

W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$436,940.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38008

1. Delivery order Number: 00-38008

2. Description of this action: The purpose of this order is to procure additional TRX systems and related equipment as urgent needs arise. Delivery locations will be provided as the sites are identified. These units will be used to cover shortfalls in the current Category 1 procurement. **If storage of systems becomes necessary, the contractor shall provide storage at no cost to the Government.**

3. FAA Points-of-Contact: Kimberley Branch, Contracting Officer, (703)796-7118
Richard Hayes, COTR, (703)796-7109

4. Funding Authorization: This delivery order is fully funded in the amount of \$1,025,360.

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$40,687	10	\$406,870
	Model 7555i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$43,694	10	\$436,940
<u>CLIN 003</u>	<u>Options for Model 6040i Aviation Unit:</u>			
	High-Speed Conveyor, 6040i	\$3,890	10	\$38,900
	<u>Options for Model 7555i Aviation Unit:</u>			
	High-Speed Conveyor	\$4,365	10	\$43,650
<u>CLIN 005</u>	Shipping Costs: (NOTE: Average Estimate)	\$3,000	20	\$60,000
<u>CLIN 005</u>	TIP Net	\$1,500	20	\$30,000
<u>CLIN 005</u>	No TIP Light	\$450	20	\$9,000
	TOTAL			\$1,025,360

5. Period of Performance: Date of award through 30 September 2001.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, as directed by the COTR when it is determined units are needed above and beyond those purchased in the Category 1 procurement (DO5). The contractor shall include these units in the delivery schedule as they are deployed. The schedule shall be updated bi-weekly in conjunction

with the status report required by Contract CDRL. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites listed in the attached spreadsheet.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class (es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

Item	Schedule	Delivery Site
TBD	TBD	TBD

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other:

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF TASK ORDER

Federal Aviation Administration		Revision To Award for Supplies & Services		Page 1 of 1	
Date of Award: 20-JUL-2001 Date of Revision: 30-OCT-2001		Contract Number (if any): DTFA0100D00038		Award No. (if any): DTFA0100T38007	
				Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124			TOTAL AMOUNT OF ORDER/AWARD: \$46,800.00 FROM: \$46,800.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.					OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly J. Branch</i> DATE SIGNED: <i>10/31/01</i>		
DATE SIGNED:					
Revision 1 is issued to extend the period of performance through 18-April-2002. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.					

Date of Award: 20-JUL-2001	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100T38007	
----------------------------	---	---------------------------------------	--

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
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Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
--	--

PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106	TOTAL AMOUNT OF ORDER/AWARD: \$46,800.00
---	---

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: DATE SIGNED	UNITED STATES OF AMERICA NAME/OF CONTRACTING OFFICER: BY: <i>Kimberley T. Branch</i> Kimberley T Branch DATE SIGNED: 7/21/01
---	---

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 005; Labor for unpacking, conversion, FAT and packing	2880	US Dollars	1	\$2,880.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103548		PRI CODE: 5-4		
Shipment# 1 AWA				<u>QUANTITY</u>
Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591				2880
MARK FOR: Richard Hayes				
W.382A.0---.3A14C0.F050---.3140.480100.-.-.98600127-				<u>AMOUNT</u>
				\$2,880.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 005; Materials	30570	Lot	1	\$30,570.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103548		PRI CODE: 5-4		
Shipment# 1 AWA				<u>QUANTITY</u>
Federal Aviation Administration				30570

Date of Award: 20-JUL-2001

Contract Number (if any):
DTFA0100D00038

Award No. (if any):
DTFA0100T38007

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

800 Independence Ave, SW
Washington, DC 20591

MARK FOR: Richard Hayes

W.382A.0-.-.-.3A14C0.F050-.-.3140.480100.-.-.-.98600127-

AMOUNT
\$30,570.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 CLIN 005; Shipping Cost	4950	Lot	1	\$4,950.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103548

PRI CODE: 5-4

Shipment# 1 AWA

QUANTITY

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

4950

MARK FOR: Richard Hayes

W.382A.0-.-.-.3A14C0.F050-.-.3140.480100.-.-.-.98600127-

AMOUNT
\$4,950.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 CLIN 005; Extended Warranty	8400	US Dollars	1	\$8,400.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0103548

PRI CODE: 5-4

Shipment# 1 AWA

QUANTITY

Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20591

8400

MARK FOR: Richard Hayes

W.382A.0-.-.-.3A14C0.F050-.-.3140.480100.-.-.-.98600127-

AMOUNT
\$8,400.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038007

1. Delivery order Number: 0038007

2. Description of this action: The purpose of the delivery order is to retrofit six (6) "Legacy" TRX systems to the current TRX configuration, as described herein.

3. FAA Points-of-Contact: Kimberley Branch, Contracting Officer, (703) 796-7118
 Richard Hayes, COTR, (703) 796-7109

4. Funding Authorization: This Delivery Order is fully funded in the amount of \$46,800.00.

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
0005	Labor for unpacking, inspecting, conversion, FAT and packing TRX systems	\$80.00	36 Hrs.	\$2,880
0005	Materials	\$30,570	Lot	\$30,570
0005	Shipping Costs	\$4,950	Lot	\$4,950
0005	Warranty	\$1,400	6	\$8,400
TOTAL				\$46,800

5. Period of Performance: Date of award through 30 September 2001.

6. Description of Work: The TRX contractor shall configure six (6) Legacy TRX systems to the current TRX configuration. Reconfiguration/retrofit will consist of installing cellular modem ECP to include modems and upgraded HiTrax PC, installing the No-TIP Light , updating system software, adding high speed conveyors and performing Factory Acceptance Test (FAT). A 2 year warranty is also included at no additional cost. Systems will be delivered as directed in conjunction with other delivery orders.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

<u>Item</u>	<u>Schedule</u>	<u>Delivery Site</u>
TBD	TBD	TBD

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other: The contractor shall provide status and technical information as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF DELIVERY ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 30-MAY-2001	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38006	Revision No. 2	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Shlp Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		TOTAL AMOUNT OF ORDER/AWARD: \$330,481.00 FROM: \$330,481.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Donna Taylor</i> 10 Jun 02 Donna Taylor DATE SIGNED:		
DATE SIGNED				
Revision 2 is issued to extend the period of performance through 30-September-2002. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.				
Line Description	Quantity	UOM	Unit Price	LI Total \$
1 CLIN 005; Time & Materials for designing and installing a network for TRX machines at Hartsfield Atlanta Int'l Airport	1	US Dollar	330481	\$330,481.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0103201		PRI CODE: 5-4		
Networking of TRX systems at ATL Hartsfield International Airport, as detailed herein.				

Federal Aviation Administration		vision To Award for Supplies & Services		Page 1 of 1	
Date of Award: 30-MAY-2001 Date of Revision: 30-OCT-2001		Contract Number (If any): DTFA0100D00038		Award No. (If any): DTFA0100P38006	
				Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.					
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058			Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100			Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination		Ship Via: Best Means			
Discount Terms: Due in 30					
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124			TOTAL AMOUNT OF ORDER/AWARD: \$330,481.00 FROM: \$330,481.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:			UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly D. Brand</i>		
DATE SIGNED:			DATE SIGNED: 10/31/01		
Revision 1 is issued to extend the period of performance through 31-December-2001. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.					

Federal Aviation Administration

Award for Supplies or Services

Date of Award: 30-MAY-2001	Contract Number (if any):	Award No. (if any): DTFA0100P38006
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
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Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
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F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
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PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106	TOTAL AMOUNT OF ORDER/AWARD: \$330,481.00
---	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly S. Branch</i>
DATE SIGNED:	DATE SIGNED: 5/29/01

Networking of TRX systems at ATL Hartsfield International Airport, as detailed herein.

Line Description	Quantity	UOM	Unit Price	LI Total \$
1 CLIN 005; Time & Materials for desighning and installing a network for TRX machines at Hartsfield Atlanta Int'l Airport	1.00	US Dollar	330481	\$330,481.00
Non-ISO 9000				
PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103201		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20591			1.00	
MARK FOR: Hayes, Richard				
W.382A.0--.--.3A14C0.F050--.3140.480100.--.--.98600127-			<u>AMOUNT</u>	
				\$330,481.00

Networking of TRX systems at ATL Hartsfield International Airport, as detailed herein.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38006
Atlanta Networking Project

1. Delivery order Number: 00-38006

2. **Description of this action:** The purpose of this delivery order is to have Heimann Systems provide the engineering, software and hardware necessary to network at a minimum of 18 TRX units in Atlanta Hartsfield International Airport. Heimann will work in conjunction with Delta Airlines, which has an R&D grant with the FAA Aviation Security R&D Human Factors division.

3. **FAA Points-of-Contact:** Kimberley Branch, Contracting Officer, (703)796-7118
 Keith Goll, COTR, (703)707-5640, (703) 796-7103
 Rick Hayes, ACOTR (703) 707-5646, (703) 796-7109

4. **Funding Authorization:** Funding in the amount of \$330,481.00 is available under this task order. FAA AMS Clause 3.3.1-14, Limitation of Funds (April 1996) applies to this task order. The not-to-exceed ceiling is \$330,481.00.

CLIN	ITEM	UNIT COST	QTY	EXTENDED COST
	Material Costs:			
0005	Airport File Server	9,600.00	1	9,600.00
0005	24 Port 100/10Mbit Switch (Server room)	2,400.00	1	2,400.00
0005	19"Chassis for Media Converters (Server room)	720.00	1	720.00
0005	Media Converter Single Mode fiber optic to twisted pair (Server room)	960.00	1	960.00
0005	Media Converter Multi Mode fiber optic to twisted pair (Server room)	480.00	1	480.00
0005	Media Converter Single Mode fiber optic to twisted pair (Server room/spare part)	960.00	1	960.00
0005	Media Converter Multi Mode fiber optic to twisted pair (Server room/spare part)	480.00	1	480.00
0005	19"Chassis for Media Converters (Concourse E)	720.00	1	720.00
0005	Media Converter Single Mode fiber optic to twisted pair (Concourse E)	960.00	1	960.00
0005	Media Converter Single Mode fiber optic to twisted pair (Concourse E/spare part)	960.00	1	960.00
0005	19"Chassis for Media Converters (Concourse T)	720.00	1	720.00

~~X~~

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0005	Media Converter Multi Mode fiber optic to twisted pair (Concourse T)	480.00	1	480.00
0005	Media Converter Multi Mode fiber optic to twisted pair (Concourse T/spare part)	480.00	1	480.00
0005	8 Port 100/10Mbit Switch (Concourse E)	1,200.00	1	1,200.00
0005	8 Port 100/10Mbit Switch (Concourse T)	1,200.00	1	1,200.00
0005	Patch cables	2.50	10	25.00
0005	Total Material Costs			\$ 22,345.00
	SOFTWARE DEVELOPMENT:			
	Airport file server Software Engineer (J-11)	120.00	800	96,000.00
	TRX Software Engineer (J-11)	120.00	320	38,400.00
	Supervisor Station Software Engineer (J-11)	120.00	480	57,600.00
	Total Software Development			\$ 192,000.00
	Installation/Test/Documentation/Training:			
	System Description & Supervisor Manuals Documentation Specialist (J-11)	110.00	320	35,200.00
	Project Management Program Manager (J-11)	140.00	160	22,400.00
	Installation Field Engineer (J-11)	120.00	80	9,600.00
	Site acceptance test Field Engineer (J-11)	120.00	40	4,800.00
	Operator Training Training Instructor (J-11)	90.00	40	3,600.00
	Total Installation/Test/Documentation/Training			\$ 75,600.00
	Travel costs See breakdown in section eight of this document			\$ 40,536.00
	Grand Total			\$ 330,481.00

5. **Period of Performance:** Date of award through 15 November 2001.

6. **Description of Work:** The TRX contractor shall provide all engineering, software and hardware necessary to network a minimum of 18 and maximum of 30 TRX units at Atlanta International Airport. The purpose of this networking is to provide the following functions:

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1. Downloading TRX reports/data to a network server on a periodic basis or upon request by an authorized user. The network server has to be equipped with an interface capable of sending data to the centralized FAA server initially located in Herndon, VA. Access levels shall be in accordance with Functional Requirements for Networking TIP DRAFT Dated November 22, 2000.
2. Provide the software capability to view TIP reports and provide centralized user administration on a Delta-provided supervisor/administration workstation. Access to TIP reports shall be in accordance with Functional Requirements for Networking Threat Image Projection DRAFT Dated November 22, 2000 Tables 1 and 2.
3. Provide software capability to provide cumulative reports across all TRX systems. Cumulative reports shall consist of data for all authorized users by all TRXs. Only cumulative data shall be downloaded to the national server. The supervisor/administrator should be also able to select a defined subset of TRX systems of which to see report data, for example the supervisor/administrator should be able to select a specific user on a specific TRX.
4. The contractor shall use Functional Requirements for Networking Threat Image Projection DRAFT Dated November 22, 2000 as guidance. Particular requirements other than those discussed elsewhere in this delivery order should be discussed with FAA before implementation.
5. Any modifications to server, workstation or TRX software to meet requirements of the FAA.
6. Delta Airlines shall provide the Supervisor's Workstation, all cabling and termination for ATL's network backbone on a wired or wireless based system, depending on the airport LAN infrastructure.
7. Training and technical documentation (operator's workstation manual for Delta Airlines, FAA-ALT, and ITS (the local security company) and a quick reference (help chart) shall be provided for users of the TIPNET system.
8. The contractor shall provide technical support (e.g. technical guidance, troubleshooting, and maintenance).
9. Heimann is authorized to modify existing ATL TRX units to meet the requirements of this task order. Changes shall be documented in accordance with the approved Configuration Management Plan concurrently or subsequently to hardware or software modifications.
10. Testing – The contractor will provide an acceptance test plan for FAA approval.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

See attached milestones chart.

Item	Schedule	Delivery Site
TBD		

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8. **Authorized Travel:** Travel as shown in the chart below, which indicates ceiling travel costs which are not to be exceeded without prior agreement and revision to this task order. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

	# RT	Airfare Costs	Hotel Nights	Hotel Costs	Per Diem	Car	Total
Prg Mgr	2	4,400.00	5	600.00	300.00	288.00	5,588.00
Software Eng	4	8,800.00	16	1,920.00	960.00	768.00	12,448.00
Field Eng	4	8,800.00	16	1,920.00	960.00	384.00	12,064.00
Doc Spec	2	5,200.00	8	960.00	480.00	384.00	7,024.00
Trng Inst	1	2,600.00	4	480.00	140.00	192.00	3,412.00
Grand Total – Travel	13	29,800.00	49	5,880.00	2,840.00	2,016.00	40,536.00

9. **Government Furnished Information or Property:** None.

10. **Other:**

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews shall normally be held in Atlanta, GA but upon FAA request may also be held in the contractors or FAA facility

END OF TASK ORDER

WARNING: This document contains sensitive security information that is controlled under 14 CFR PART 191. No part of this document may be released without the written permission of the Associate Administrator for Civil Aviation Security Federal Aviation Administration, Washington, DC 20591. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public availability to be determined under 5 U.S.C. 552.

ID	Vorgangname	Name	Duration	Start	February	March	Apr 2, 2001	May	June	Jul 3, 2001	August	September	Oct 4, 2001	November
1	FAA contract		0 d	Mon 04/16/01			◆ 04/16							
2	Project setup		20 d	Mon 04/16/01			◆ 04/16							
3	Project specification		20 d	Mon 04/16/01			◆ 04/16							
4	FAA approved specification		0 d	Fri 05/11/01			◆ 05/11							
5	Supervisor Station		100 d	Mon 04/30/01			◆ 05/11							
6	Specification		20 d	Mon 04/30/01			◆ 05/11							
7	Programming		60 d	Mon 05/28/01			◆ 05/11							
8	Integration / Test		20 d	Mon 08/20/01			◆ 05/11							
9	Supervisor Station finished		0 d	Fri 09/14/01			◆ 05/11							
10	TRX-SW		60 d	Mon 04/30/01			◆ 05/11							
11	Specification		10 d	Mon 04/30/01			◆ 05/11							
12	Programming		30 d	Mon 05/14/01			◆ 05/11							
13	Integration / test		20 d	Mon 06/25/01			◆ 05/11							
14	TRX-SW finished		0 d	Fri 07/20/01			◆ 05/11							
15	Server		85 d	Mon 04/30/01			◆ 05/11							
16	Specification		15 d	Mon 04/30/01			◆ 05/11							
17	Programming		40 d	Mon 05/21/01			◆ 05/11							
18	Integration / Test		30 d	Mon 07/16/01			◆ 05/11							
19	Server finished		0 d	Fri 08/24/01			◆ 05/11							
20	System Integration		55 d	Mon 09/10/01			◆ 05/11							
21	Integration		20 d	Mon 09/24/01			◆ 05/11							
22	System test		20 d	Mon 10/01/01			◆ 05/11							
23	Site integration		15 d	Mon 10/29/01			◆ 05/11							
24	System integration finished		0 d	Fri 11/16/01			◆ 05/11							

Projekt: Atlanta
 Datum: Tue 05/29/01

Vorgang
 Unterbrechung
 In Arbeit

Meilenstein
 Sammelvorgang
 Rollup-Vorgang

Rollup-Unterbrechung
 Rollup-Meilenstein
 Rollup In Arbeit

Externe Vorgänge
 Projekt-Sammelvorgang

Date of Award: 01-MAY-2001	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100P38005	Revision No. 1
Date of Revision: 30-OCT-2001			

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
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Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149
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F.O.B. Point: Destination	Ship Via: Best Means	
Discount Terms: Due in 30		

PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124	<table style="width:100%;"> <tr> <td style="text-align: right;">TOTAL AMOUNT OF ORDER/AWARD:</td> <td style="text-align: right;">\$6,923,757.00</td> </tr> <tr> <td style="text-align: right;">FROM:</td> <td style="text-align: right;">\$6,923,757.00</td> </tr> <tr> <td style="text-align: right;">AWARD IS CHANGED BY:</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	TOTAL AMOUNT OF ORDER/AWARD:	\$6,923,757.00	FROM:	\$6,923,757.00	AWARD IS CHANGED BY:	\$0.00
TOTAL AMOUNT OF ORDER/AWARD:	\$6,923,757.00						
FROM:	\$6,923,757.00						
AWARD IS CHANGED BY:	\$0.00						

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: DATE SIGNED:	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberley T Branch</i> Kimberley T Branch DATE SIGNED: <i>10/31/01</i>
--	--

Revision 1 is issued to extend the period of performance through 18-April-2002. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.

Date of Award: 01-MAY-2001	Contract Number (if any):	Award No. (if any): DTFA0100P38005	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

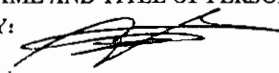
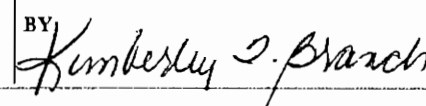
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
--	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination Ship Via: Best Means Discount Terms: Due in 30	
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PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643	TOTAL AMOUNT OF ORDER/AWARD: \$6,923,757.00
---	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:  CHERIF RIZKALLA PRESIDENT & CEO DATE SIGNED: 5/22/01	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY:  DATE SIGNED: 5/11/01
---	--

Delivery of TRX systems and related optional equipment.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 005; No TIP Light	134.00	US Dollar	450	\$60,300.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0102836		PRI CODE: 5-4		
Shipment AWA				<u>QUANTITY</u>
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951				134.00
MARK FOR: Mr. Richard Hayes W.382A.0---.3A14C0.F050---.3140.480100.-.---.98600127-				<u>AMOUNT</u> \$60,300.00

Delivery of TRX systems and related optional equipment.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 005; TIP Net	134.00	US Dollar	1500	\$201,000.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0102836		PRI CODE: 5-4		

Federal Aviation Administration	Award for Supplies or Services		Page 2 of 3
Date of Award: 01-MAY-2001	Contract Number (if any):	Award No. (if any): DTFA0100P38005	

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Shipment AWA QUANTITY
1 Federal Aviation Administration 134.00
800 Independence Ave, SW
Washington, DC 20951

MARK FOR: Mr. Richard Hayes
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$201,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 CLIN 005; Shipping Cost (Average Estimate)	134.00	US Dollar	3000	\$402,000.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0102836 PRI CODE: 5-4

Shipment AWA QUANTITY
1 Federal Aviation Administration 134.00
800 Independence Ave, SW
Washington, DC 20951

MARK FOR: Mr. Richard Hayes
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$402,000.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 CLIN 003; Hi Speed Conveyor, 6040i	99.00	US Dollar	3970	\$393,030.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0102836 PRI CODE: 5-4

Shipment AWA QUANTITY
1 Federal Aviation Administration 99.00
800 Independence Ave, SW
Washington, DC 20951

MARK FOR: Mr. Richard Hayes
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127- AMOUNT
\$393,030.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 CLIN 003; Hi Speed Conveyor 7555i	35.00	US Dollar	4190	\$146,650.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0102836 PRI CODE: 5-4

Shipment AWA QUANTITY

Date of Award: 01-MAY-2001	Contract Number (if any):	Award No. (if any): DTFA0100P38005
----------------------------	---------------------------	------------------------------------

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951	35.00
MARK FOR: Mr. Richard Hayes		
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127-		
		<u>AMOUNT</u> \$146,650.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
6 CLIN 001; Model 6040i Aviation Unit;	99.00	US Dollar	42013	\$4,159,287.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0102836		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	
# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951		99.00	
MARK FOR: Mr. Rickard Hayes				
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127-				
		<u>AMOUNT</u> \$4,159,287.00		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
7 CLIN 001; Model 7555i Aviation Unit	35.00	US Dollar	44614	\$1,561,490.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0102836		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	
# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951		35.00	
MARK FOR: Mr. Richard Hayes				
W.382A.0---.---.3A14C0.F050---.3140.480100.-.---.98600127-				
		<u>AMOUNT</u> \$1,561,490.00		

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 0038005

1. Delivery order Number: 0038005

2. Description of this action: The purpose of the revision to this order is to direct the TRX contractor to deliver the following TRX systems and related equipment as designated below.

3. FAA Points-of-Contact: Kimberley Branch, Contracting Officer, (703)707-5655
Richard Hayes, COTR, (703)707-5646

4. Funding Authorization: The total price of this delivery order is **\$6,923,757**, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$42013	99	\$4,159,287
	Model 7555i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$44614	35	\$1,561,490
<u>CLIN 003</u>	Options for Model 6040i Aviation Unit:			
	High-Speed Conveyor, 6040i	\$3970	99	\$393,030
	Operator Support Bar	\$850	0	\$0
	Adjustable Monitor Console	\$1875	0	\$0
	Options for Model 7555i Aviation Unit:			
	High-Speed Conveyor	\$4190	35	\$146,650
	Hi-Spot	\$1950	0	\$0
	Optizoom	\$1900	0	\$0
<u>CLIN 005</u>	Shipping Costs: (NOTE: Average Estimate)	\$3,000	134	\$402,000
<u>CLIN 005</u>	Automated Data Collection	\$1,500	134	\$201,000
<u>CLIN 005</u>	No TIP Light	\$450	134	\$60,300
	TOTAL			\$6,923,757

5. Period of Performance: Date of award through 30 September 2001.

6. Description of Work: The TRX contractor shall deliver equipment, including the options listed above, to the sites which are indicated in Section 7 of this order. The contractor shall develop a delivery schedule by coordinating with the aircarriers listed in attached spreadsheet. The schedule shall be updated bi-weekly in conjunction with the status report required by Contract

CDRL. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers 10 days prior to shipping to the sites listed in the attached spreadsheet.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class(es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

Item	Schedule	Delivery Site
(See Attachment)		

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other:

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF TASK ORDER

Airport Matrix

Airport Name	APT	Region	CAT	# X-Rays	Airline	Heimann 6040i	7555i	Comments
Airport Management:								
Kansas City International Airport	MCI	ACE	1	1	AMWA	1		
Kansas City International Airport	MCI	ACE	1	1	P2EA	1		
Kansas City International Airport	MCI	ACE	1	1	P2EA	1		
American Airlines								
Laguardia Airport	LGA	AEA	1	3	AALA		3	
Philadelphia International Airport	PHL	AEA	1	3	AALA		3	
San Diego International-Lindbergh Field	SAN	AWP	1	3	AALA		3	
North Tahoe International	RNO	AWP	1	2	AALA		2	
TWA								
Bradley International Airport	BDL	ANE	1	1	TWAA		1	
Laguardia Airport	LGA	AEA	1	2	TWAA		2	
Delta Airlines:								
Cincinnati/Northern Kentucky International	CVG	ASO	1	4	DALA		4	
Cincinnati/Northern Kentucky International	CVG	ASO	1	2	DALA		3	
Jacksonville International Airport	JAX	ASO	1	4	DALA		4	
Laguardia Airport	LGA	AEA	1	2	DALA		2	
Laguardia Airport	LGA	AEA	1	4	DALA		4	
Salt Lake City International Airport	SLC	ANM	1	4	DALA		4	
Mid West Express:								
General Mitchell International Airport (Milwaukee)	MKE	AGL	1	2	MWEA	2		
Kansas City International Airport	MCI	ACE	1	2	MWEA	2		
Northwest Airlines:								
Indianapolis	IND			2	NWAA	2		
Kansas City International	MCI			1	NWAA	1		
Memphis International	MEM			4	NWAA	4		
General Mitchell Int	MKE			2	NWAA	2		
Minneapolis - St. Paul	MSP			1	NWAA	1		
Minneapolis - St. Paul	MSP			3	NWAA	3		
Minneapolis - St. Paul	MSP			2	NWAA	2		
Minneapolis - St. Paul	MSP			1	NWAA	1		
Minneapolis - St. Paul	MSP			2	NWAA	2		
Minneapolis - St. Paul	MSP			2	NWAA	2		

Airport Matrix

Airport Name	APT	Region	CAT	# X-Rays	Airline	Heimann		Comments
						6040i	7555i	
Minneapolis - St. Paul	MSP			1	NWAA	1		
Minneapolis - St. Paul	MSP			2	NWAA	2		
Minneapolis - St. Paul	MSP			2	NWAA	2		
Southwest Airlines:								
Albuquerque International Airport	ABQ	ASW	1	3	SWAA	3		
Nashville International Airport	BNA	ASO	1	2	SWAA	2		
Cleveland Hopkins International Airport	CLE	AGL	1	2	SWAA	2		
Port Columbus International Airport	CMH	AGL	1	2	SWAA	2		
Dallas Love Field	DAL	ASW	1	3	SWAA	3		
Midland International Airport	MAF	ASW	1	2	SWAA	2		
Las Vegas City International Airport	MCI	ACE	1	1	SWAA	1		
Kansas City International Airport	MCI	ACE	1	1	SWAA	1		
Kansas City International Airport	MCI	ACE	1	1	SWAA	1		
Will Rogers World Airport	OKC	ASW	1	2	SWAA	2		
Reno/Tahoe International	RNO	AWP	1	2	?	2		
San Antonio International	SAT	ASW	1	3	SWAA	3		
Standiford Field, Louisville, KY	SDF	ASO	1	3	SWAA	3		
Salt Lake City International Airport	SLC	ANM	1	4	SWAA	4		
Tulsa International Airport	TUL	ASW	1	2	SWAA	2		
United Airlines:								
Burbank-Glendale-Pasadena	BUR			2	UALA	2		
Colorado Springs	COS			4	UALA	4		
Cincinnati International	CVG			2	UALA	2		
Kent County International	GRR			2	UALA	2		
Louisiana International Airport	LGA			3	UALA	3		
Las Vegas City International Airport	MCI			2	UALA	2		
Portland International Airport	PDX			4	UALA	4		
Philadelphia International Airport	PHL			3	UALA	3		
Phoenix Sky Harbor Airport	PHX			3	UALA	3		
San Diego International-Lindbergh Field	SAN			3	UALA	3		
Sacramento International Airport	SMF			3	UALA	3		
Orange County	SNA			3	UALA	3		
						99		
							35	

FOR OFFICIAL USE ONLY

Airport Matrix

Airport Name	APT	Region	CAT	# X-Rays	Airline	Hermann		Comments
						60401	75551	

Federal Aviation Administration		Revision To Award for Supplies & Services		Page 1 of 1
Date of Award: 16-APR-2001 Date of Revision: 17-JUN-2002	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100T38004	Revision No. 3	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Shlp Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		TOTAL AMOUNT OF ORDER/AWARD: \$88,600.00 FROM: \$88,600.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER:		
DATE SIGNED		BY: <i>Dorna Taylor</i> Dorna Taylor		
		17 Jun 02 DATE SIGNED:		
This revision is issued to extend the period of performance for this task order through September 30, 2002. This revision is at no additional cost to the Federal Government. All other terms and conditions remain unchanged.				

Award: 16-APR-2001
 of Revision: 12-OCT-2001

Contract Number (if any): DTFA0100D00038

Award No. (if any): DTFA0100T38004

Revision No. 2

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code):
 HELMANN SYSTEMS CORP
 30 HOOK MOUNTAIN RD
 PINE BROOK, NJ 07058

Mail Invoice To (Name, Address, and Zip Code):
 Federal Aviation Administration
 Attn: AFM-220
 800 Independence Avenue SW
 Washington, DC 20591

Contact Point/Phone No:
 CHERIF RIZKALLA
 973-830-2100

Issuing Office (Address Correspondence To):
 Federal Aviation Administration
 Resource Management Branch, ASU-360
 800 Independence Avenue
 Washington, DC 20591
 FAX No: 202-267-5149

F.O.B. Point: Destination Ship Via: Best Means
 Discount Terms: Due in 30

PURCHASER NAME AND PHONE NO:
 Todd O Pennington
 703-796-7124

TOTAL AMOUNT OF ORDER/AWARD:	\$88,600.00
FROM:	\$88,600.00
AWARD IS CHANGED BY:	\$0.00

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office.

OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:
 BY:
 DATE SIGNED:

UNITED STATES OF AMERICA
 NAME OF CONTRACTING OFFICER:
 BY: *Kimberley T. Branch*
 Kimberley T Branch
 DATE SIGNED: 10/15/01

Revision 2 is hereby issued to revise the subject Delivery Order in accordance with the attached. All other terms and conditions remain unchanged.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38004
TIP Library Development Support

1. Delivery order Number: 00-38004 Revision #1

2. **Description of this action:** The purpose of this revision is to change the delivery dates for the two data deliverables identified in section 7 of the original delivery order, and to change section 4 to identify that this delivery order is fully funded. This revision is at no additional cost to the Federal Government.

4. **Funding Authorization:** This delivery order is fully funded in the amount of \$88,600.00. This is a Not-To-Exceed Ceiling. Details of performance are as delineated herein.

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
0005	Field Engineer	\$120/hr	480 hours	\$57,600
	Documentation Specialist	\$110/hr	40 hours	\$4,400
	Travel:			
	Per diem	\$120	60	\$7,200
	Airfare	\$1200	12	\$14,400
	Misc. materials	\$5,000		\$5,000
Total:				\$88,600

7. **Schedule of Deliverable Items:** In addition to the work described in section 6 above; the contractor will be responsible to provide the following two deliverables:

- A. **TIP Library Review Process:** The contractor will develop and publish a TIP library review process. This document will describe the most feasible and efficient manner for a person to review new TIP images after they have been created. The process should allow a reviewer to view the images in the most realistic scenario, i.e. with the same image size, orientation and quality that an x-ray operator would see the images during airport screening operations.

The image review process should describe 2 methods – reviewing the images on the TRX, and reviewing the images on a standalone workstation, the standalone method being the preferred method. The vendor shall provide any proprietary software necessary to support the standalone review method.

The TIP Library Review Process document shall be delivered NLT 15 December 2001.

B. TIP Uploading Process: The contractor shall develop and publish a TIP library uploading process. The process shall include detailed written instructions how to replace the current TIP library loaded on the TRX with the new libraries being developed under this task. The instructions shall accommodate field loading of the new TIP library. This process shall allow for the uploading of the entire library in a single process (i.e. not one image at a time). Creation of executable or batch files to support this process is encouraged.

The process shall describe how to store the new TIP image files after creation on a magnetic media (e.g. CD, ZIP disk). If the process incorporates the attachment of an external peripheral device not included on the TRX platform, the contractor shall deliver the external device as part of the deliverable.

The TIP Uploading Process document shall be delivered NLT 15 December 2001.

Except as revised herein, all other terms and conditions remain unchanged and in full force and effect.

END OF TASK ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 16-APR-2001 Date of Revision: 16-AUG-2001	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100T38004	Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination	Shlp Via: Best Means	Discount Terms: Due in 30		
PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106		TOTAL AMOUNT OF ORDER/AWARD: \$88,600.00 FROM: \$88,600.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly Branch</i> DATE SIGNED: <i>8/16/01</i>		
DATE SIGNED				
The purpose of this revision is to make corrections in FAA internal records. These corrections do not revise any terms or conditions of this order. No action is required by the contractor.				

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38004
TIP Library Development Support

1. Delivery order Number: 00-38004 Revision #1

2. **Description of this action:** The purpose of this revision is to change the delivery dates for the two data deliverables identified in section 7 of the original delivery order, and to change section 4 to identify that this delivery order is fully funded. This revision is at no additional cost to the Federal Government.

4. **Funding Authorization:** This delivery order is fully funded in the amount of \$88,600.00. This is a Not-To-Exceed Ceiling. Details of performance are as delineated herein.

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
0005	Field Engineer	\$120/hr	480 hours	\$57,600
	Documentation Specialist	\$110/hr	40 hours	\$4,400
	Travel:			
	Per diem	\$120	60	\$7,200
	Airfare	\$1200	12	\$14,400
	Misc. materials	\$5,000		\$5,000
Total:				\$88,600

7. **Schedule of Deliverable Items:** In addition to the work described in section 6 above, the contractor will be responsible to provide the following two deliverables:

- A. **TIP Library Review Process:** The contractor will develop and publish a TIP library review process. This document will describe the most feasible and efficient manner for a person to review new TIP images after they have been created. The process should allow a reviewer to view the images in the most realistic scenario, i.e. with the same image size, orientation and quality that an x-ray operator would see the images during airport screening operations.

The image review process should describe 2 methods – reviewing the images on the TRX, and reviewing the images on a standalone workstation, the standalone method being the preferred method. The vendor shall provide any proprietary software necessary to support the standalone review method.

The TIP Library Review Process document shall be delivered NLT 15 December 2001.

- B. TIP Uploading Process:** The contractor shall develop and publish a TIP library uploading process. The process shall include detailed written instructions how to replace the current TIP library loaded on the TRX with the new libraries being developed under this task. The instructions shall accommodate field loading of the new TIP library. This process shall allow for the uploading of the entire library in a single process (i.e. not one image at a time). Creation of executable or batch files to support this process is encouraged.

The process shall describe how to store the new TIP image files after creation on a magnetic media (e.g. CD, ZIP disk). If the process incorporates the attachment of an external peripheral device not included on the TRX platform, the contractor shall deliver the external device as part of the deliverable.

The TIP Uploading Process document shall be delivered NLT 15 December 2001.

Except as revised herein, all other terms and conditions remain unchanged and in full force and effect.

END OF TASK ORDER

APR. 26, 2001 11:07AM

NO. 971 P. 2/7

Federal Aviation Administration		Award for Supplies or Services		Page 1 of 3
Date of Award: 16-APR-2001	Contract Number (If any):	Award No. (If any): DTPA0100T38004		
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HELMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination	Slip Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643		TOTAL AMOUNT OF ORDER/AWARD: \$88,600.00		
IMPORTANT: Contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: Frank Vellen		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly J. Branch</i> DATE SIGNED: 4/26/01		
DATE SIGNED: 05/07/01				
TIP Library Development Support as detailed herein.				
Line Description	Quantity	UOM	Unit Price	LL Total \$
1 TRX; Documentation Specialist for total of \$4,400; AAR 550	40.00	US Dollar	110	\$4,400.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0102040 PRJ CODE: 5-4				
Shipment AWA				
# 1 Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951			QUANTITY 40.00	
MARK FOR: Goll, Keith W.382A.0-...3A14C0.F050-...3140.480100,--...98600127-				
			AMOUNT \$4,400.00	
TIP Library Development as detailed herein.				
Line Description	Quantity	UOM	Unit Price	LL Total \$
2 TRX: Field Engineer @ total of \$57,600; AAR-550	480.00	US Dollar	120	\$57,600.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				

APR. 20. 2001 11:08AM

NO. 971 P. 4/7

Federal Aviation Administration		Award for Supplies or Services		Page 3 of 3
Date of Award: 16-APR-2001	Contract Number (If any):	Award No. (If any): DTPA0100T38004		
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Non-ISO 9000		PLACE OF INSPECTION AND ACCEPTANCE: Destination		
Requisition No. 0102040		PRI CODE: S-4		
Shipment AWA		<u>QUANTITY</u>		
# 1 Federal Aviation Administration 800 Independence Ave. SW Washington, DC 20951		1.00		
MARK FOR: Goll, Keith		<u>AMOUNT</u>		
W.382A.0- - - - .3A14C0.F050- - .3140.480100. - - - .98600127-		\$5,000.00		
TIP Library Development as detailed herein.				

APR. 20. 2001 11:08AM

NO. 971 P. 5/7

**DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38004
TIP Library Development Support**

1. Delivery order Number: 00-38004

2. Description of this action: The purpose of this delivery order is to have the contractor provide the time and materials necessary to support the development of new, standard TIP libraries constructed on the First Article TRX units located at the FAA Technical Center. Additionally, the vendor shall develop written procedures for a TIP library review process and a library uploading process.

3. FAA Points-of-Contact: Kimberley Branch, Contracting Officer, (703)707-5855
Rick Hayes, COTR (703) 707-5646
Keith Goll, ACOTR, (703)707-5640
Joe Kunkle, FAATC POC, (809) 485-4467

4. Funding Authorization: Funding in the amount of \$88,800 is available under this task order. FAA AMS Clause 3.3.1-14, Limitation of Funds (April 1996) applies to this task order. The Not-To-Exceed Ceiling is \$88,800. Details of performance are as delineated herein.

CLIN	ITEM	UNIT COST	QUANTITY	EXTENDED COST
0005	Field Engineer	\$120/hr	480 hours	\$57,600
	Documentation Specialist	\$110/hr	40 hours	\$4,400
	Travel:			
	Per diem:	\$120	60	\$7,200
	Airfare	\$1200	12	\$14,400
	Misc. materials	\$5,000		\$5,000
Total:				\$88,800

5. Period of Performance: Date of award through February 28, 2002

6. Description of Work: The TRX contractor shall provide all manpower and engineering to support the development of a new standardized TIP library at the FAA Technical Center. The Field Engineer assigned shall have a good working knowledge of the TIP system. The contractor will be expected to, with two weeks prior notice, travel to the FAA Technical Center and work with FAA and Galaxy Scientific Corporation (GSC) personnel during this effort. GSC is the FAA contractor responsible for building the new TIP library, and their primary focus is to create the bags, IEDs, and provide the guns and knives that will be captured as the new TIP images.

APR. 20. 2001 11:08AM

NO. 971 P. 6/7

ba
b3-1500.5
(b)(4)(c)
(b)(9)(vi)

The final library will consist of 2400 new images. [REDACTED] Working with GSC, the contractor will be responsible for capturing the new TIP images on the TRX at the FAA Technical Center. Additionally, the contractor shall provide general technical guidance to GSC and the FAA with respect to the operation of the TRX as it relates to the TIP library development process.

7. Schedule of Deliverable Items: In addition to the work described in section 8 above, the contractor will be responsible to provide the following two deliverables:

A. TIP Library Review Process: The contractor will develop and publish a TIP library review process. This document will describe the most feasible and efficient manner for a person to review new TIP images after they have been created. The process should allow a reviewer to view the images in the most realistic scenario, i.e. with the same image size, orientation and quality that an x-ray operator would see the images during airport screening operations.

The image review process should describe 2 methods - reviewing the images on the TRX, and reviewing the images on a standalone workstation, the standalone method being the preferred method. The vendor shall provide any proprietary software necessary to support the standalone review method.

The TIP Library Review Process document shall be delivered **NLT 30 days** after the award date of this task.

B. TIP Uploading Process: The contractor shall develop and publish a TIP library uploading process. The process shall include detailed written instructions how to replace the current TIP library loaded on the TRX with the new libraries being developed under this task. The instructions shall accommodate field loading of the new TIP library. This process shall allow for the uploading the entire library in a single process (i.e. not one image at a time). Creation of executable or batch files to support this process is encouraged.

The process shall describe how to store the new TIP image files after creation on a magnetic media (e.g. CD, ZIP disk). If the process incorporates the attachment of an external peripheral device not included on the TRX platform, the contractor shall deliver the external device as part of the deliverable.

The TIP Uploading Process document shall be delivered **NLT 30 days** after the award date of this task.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I - Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other:
The contractor shall provide monthly status of this task to the FAA. The status shall include description of effort expended and any issues or problems that arose during each reporting period. Status reporting may be combined with status reporting of other task orders.

APR. 28. 2001 11:09AM

NO. 971 P. 7/7

The TIP libraries developed in conjunction with this task will be solely owned by the FAA and to be loaded only on TRX machines designated by the FAA. Other than to support the FAA during this task, the contractor shall not maintain or use the FAA TIP libraries developed under this task for any purpose without written consent from the FAA. The FAA TIP libraries are to be treated and protected as FAR 191 information as outlined in the DD254 of this contract. Violation of these requirements may result in contractual and criminal punishment.

The GSC points of contact for this task are:

Fred Lecompte (609) 645-0900
Ed Nickel (609) 645-0900, ext 221

The contractor is authorized and encouraged to deal with GSC directly to support this task.

END OF TASK ORDER

Federal Aviation Administration		vision To Award for Supplies & Services		Page 1 of 1
Date of Award: 16-JUN-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38003	Revision No. 4	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS CORP 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Resource Management Branch, ASU-360 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149		
F.O.B. Point: Destination	Ship Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Todd O Pennington 703-796-7124		TOTAL AMOUNT OF ORDER/AWARD: \$11,299,815.00 FROM: \$11,299,815.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA		
DATE SIGNED:		NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T Branch</i> Kimberly T Branch		
		DATE SIGNED: 11/3/01		
Revision 4 is issued to extend the period of performance through 18-April-2002. All other terms & conditions remain unchanged. This revision is at no additional cost to the Government.				

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 2
Date of Award: 16-JUN-2000 Date of Revision: 07-JUN-2001	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38003	Revision No. 3	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination	Ship Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106		TOTAL AMOUNT OF ORDER/AWARD: \$11,299,815.00 FROM: \$11,299,815.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberley T Branch</i> Kimberley T Branch		
DATE SIGNED		DATE SIGNED: <i>8/21/09</i>		
Revision 1 is non-obligating, performed to correct previous attempted de-obligation which errored in DAFIS.				
Line Description	Quantity	UOM	Unit Price	LI Total \$
42 6/7/01-CLIN 005; Shipping cost of TRX equipment added new line for 216	216	US Dollar	3000	\$648,000.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0103087		PRI CODE: 5-4		
Line Description	Quantity	UOM	Unit Price	LI Total \$
43 6/7/01-CLIN 003 - HIGH-SPEED CONVEYOR, 6040i adjusted to 132	132	US Dollar	3970	\$524,040.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0003396		PRI CODE: 5-4		
Line Description	Quantity	UOM	Unit Price	LI Total \$
44 6/7/01-CLIN 003; Hi-Speed Conveyors 7555i - chg qty from 33 to 87 & new unit price	87	US Dollar	4190	\$364,530.00
Non-ISO 9000	PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0103087		PRI CODE: 5-4		

Date of Award: 16-JUN-2000
Date of Revision: 07-JUN-2001

Contract Number (if any):
DTFA0100D00038

Award No. (if any):
DTFA0100F38003

Revision No.
3

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
45 6/7/01-CLIN 0001 - MODEL 6040I AVIATION UNIT-chg qty from 175 to 129	129	US Dollar	42013	\$5,419,677.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0003396		PRI CODE: 5-4		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
46 6/7/01-CLIN 001; Model 7555i Aviation Units-replace line 5 to increase qty from 33 to 87	87	US Dollar	44614	\$3,881,418.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103087		PRI CODE: 5-4		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
47 6/7/01-CLIN 005; TIP NET-replaced original line 7	237	US Dollar	1500	\$355,500.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103087		PRI CODE: 5-4		

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
48 6/7/01-CLIN 005; No TIP Light - new line item	237	US Dollar	450	\$106,650.00
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0103087		PRI CODE: 5-4		

Date of Award: 16-JUN-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38003	
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IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
--	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
---	--

F.O.B. Point: Destination	Ship Via: Best Means	
Discount Terms: Due in 30		

PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643	TOTAL AMOUNT OF ORDER/AWARD: \$10,491,787.00
---	---

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: <i>Frank Veltun</i> EVF DATE SIGNED: 7-12-00	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly T. Branch</i> Kimberly T Branch DATE SIGNED: 6/22/00
---	---

Deliver TRX equipment as described herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 CLIN 0003 - SHIPPING COSTS (AVG.EST.)	208.00	US Dollar	3000	\$624,000.00
Non-ISO 9000				
PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0003396		PRI CODE: 5-4		
Shipment AWA			<u>QUANTITY</u>	
# 1	Federal Aviation Administration 800 Independence Ave, SW Washington, DC 20951		208.00	
MARK FOR: KEITH GOLL				
W.282A.0---.---.3A1500.F050---.3140.480100.-.---.98600106			<u>AMOUNT</u>	
				\$624,000.00

Deliver TRX systems as described herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 CLIN 0003 - HIGH-SPEED CONVEYOR, 6040i	175.00	US Dollar	3970	\$694,750.00
Non-ISO 9000				
PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0003396		PRI CODE: 5-4		

Date of Award: 16-JUN-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38003	
----------------------------	---	---------------------------------------	--

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Shipment AWA QUANTITY
 # 1 Federal Aviation Administration 175.00
 800 Independence Ave, SW
 Washington, DC 20951

MARK FOR: KEITH GOLL
 W.282A.0---.---.3A1500.F050---.3140.480100.-.-.-.98600106 AMOUNT
\$694,750.00

Deliver TRX systems as described herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 CLIN 0003 - HIGH-SPEED CONVEYOR	33.00	US Dollar	4500	\$148,500.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0003396 PRI CODE: 5-4

Shipment AWA QUANTITY
 # 1 Federal Aviation Administration 33.00
 800 Independence Ave, SW
 Washington, DC 20951

MARK FOR: KEITH GOLL
 W.282A.0---.---.3A1500.F050---.3140.480100.-.-.-.98600106 AMOUNT
\$148,500.00

Deliver TRX systems as described herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 CLIN 0001 - MODEL 6040I AVIATION UNIT	175.00	US Dollar	42013	\$7,352,275.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0003396 PRI CODE: 5-4

Shipment AWA QUANTITY
 # 1 Federal Aviation Administration 175.00
 800 Independence Ave, SW
 Washington, DC 20951

MARK FOR: KEITH GOLL
 W.282A.0---.---.3A1500.F050---.3140.480100.-.-.-.98600106 AMOUNT
\$7,352,275.00

Deliver TRX systems as described herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 CLIN 0003 - MODEL 7555i AVIATION UNIT	33.00	US Dollar	44614	\$1,472,262.00

Date of Award: 16-JUN-2000

Contract Number (if any): DTFA0100D00038

Award No. (if any): DTFA0100F38003

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0003396

PRI CODE: 5-4

Shipment AWA

QUANTITY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20951

33.00

MARK FOR: KEITH GOLL

W.282A.0---.3A1500.F050---.3140.480100.-.-.98600106

AMOUNT

\$1,472,262.00

Deliver TRX systems as described herein.

Line Description

Quantity

UOM

Unit Price

LI Total \$

6 CLIN 0005 - TRAINING

1.00

US Dollar

100000

\$100,000.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0003396

PRI CODE: 5-4

Shipment AWA

QUANTITY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20951

1.00

MARK FOR: KEITH GOLL

W.282A.0---.3A1500.F050---.3140.480100.-.-.98600106

AMOUNT

\$100,000.00

Deliver TRX systems as described herein.

Line Description

Quantity

UOM

Unit Price

LI Total \$

7 CLIN 0005 - TIP NET

1.00

US Dollar

100000

\$100,000.00

Non-ISO 9000

PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0003396

PRI CODE: 5-4

Shipment AWA

QUANTITY

1 Federal Aviation Administration
800 Independence Ave, SW
Washington, DC 20951

1.00

MARK FOR: KEITH GOLL

W.282A.0---.3A1500.F050---.3140.480100.-.-.98600106

AMOUNT

\$100,000.00

Deliver TRX systems as described herein.

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38003

1. **Delivery order Number:** 00-38003

2. **Description of this action:** The purpose of this order is to direct the TRX contractor to deliver the following TRX systems and related equipment as designated below.

3. **FAA Points-of-Contact:** Kimberly Branch, Contracting Officer, (703)707-5655
Keith Goll, COTR, (703)707-5640

4. **Funding Authorization:** The estimated not-to-exceed cost for this delivery order is \$10,491,787, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
CLIN 001	<u>Model 6040i Aviation Unit</u> Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$42013	175	\$7,352,275
	<u>Model 7555i Aviation Unit</u> Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$44614	33	\$ 1,472,262
CLIN 003	<u>Options for Model 6040i Aviation Unit:</u>			
	High-Speed Conveyor, 6040i	\$3970	175	\$694,750
	Operator Support Bar	\$1200	0	\$0
	Adjustable Monitor Console	\$2500	0	\$0
	<u>Options for Model 7555i Aviation Unit:</u>			
	High-Speed Conveyor	\$4500	33	\$ 148,500
	Hi-Spot	2250	0	\$0
	Optizoom	2850	0	\$0
CLIN 005	Shipping Costs: (NOTE: Average Estimate)	\$3,000	208	\$624,000
	Training	\$100,000	1	\$100,000
	TIP NET	\$100,000	1	\$100,000

5. **Period of Performance:** Date of award through 30 September 2000.

6. **Description of Work:** The TRX contractor shall deliver equipment, including the options listed above, to the sites which shall be indicated in the next revision to this order. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers prior to shipping to the sites listed in the Section 7 table.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The

class(es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

The TRX contractor shall prepare and install field backfit packages to implement any design changes resulting from the Functional Configuration Audit (FCA) and the Physical Configuration Audit (PCA), which may not be completed prior to initial deliveries under this DO. The field backfit package shall be implemented on each system delivered under this DO.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

Item	Schedule	Delivery Site

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

9. Government Furnished Information or Property: None.

10. Other:

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF TASK ORDER

Date of Award: 15-JUN-2000	Contract Number (If any): DTFA0100D00038	Award No. (If any): DTFA0100F38002	
----------------------------	---	---------------------------------------	--

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058	Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591
--	---

Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100	Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675
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F.O.B. Point: Destination Shlp Via: Best Means Discount Terms: Due in 30	
--	--

PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643	TOTAL AMOUNT OF ORDER/AWARD: \$550,951.00
---	--

IMPORTANT: Contractor is, is not required to sign this document and return ___ copies to the issuing office. OMB 2120-0595

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: Frank Veltan Exec. VP DATE SIGNED: 7/12/00	UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: Kimberley T Branch DATE SIGNED: 6/22/00
---	---

Deliver ten (10) TRX systems to sites as designated herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
1 Shipping	29,323.00	US Dollars	1	\$29,323.00
Non-ISO 9000				
PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0002773 PRI CODE: 5-4				
Shipment AAR-IPT				
# 1	Federal Aviation Administration 590 Herndon Parkway Suite 120 Herndon, VA 20170			<u>QUANTITY</u> 29,323.00
MARK FOR: Keith Goll				
W.282A.0--.--.3A1500.F050--.2596.480100.--.-.98600106				<u>AMOUNT</u> \$29,323.00

Deliver ten (10) TRX systems as designated herein.

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
2 Operator Support Bar.	1.00	Each	1200	\$1,200.00
Non-ISO 9000				
PLACE OF INSPECTION AND ACCEPTANCE: Destination				
Requisition No. 0002773 PRI CODE: 5-4				

Federal Aviation Administration		Award for Supplies or Services		Page 2 of 3
Date of Award: 15-JUN-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38002		

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Shipment AAR-IPT
1 Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170
MARK FOR: Keith Goll
W.282A.0---.---.3A1500.F050---.3140.480100.-.---.98600106

QUANTITY
1.00

AMOUNT
\$1,200.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
3 Hi-Spot.	1.00	Each	2250	\$2,250.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0002773 PRI CODE: 5-4

Shipment AAR-IPT
1 Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170
MARK FOR: Keith Goll
W.282A.0---.---.3A1500.F050---.3140.480100.-.---.98600106

QUANTITY
1.00

AMOUNT
\$2,250.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
4 Adjustable Monitor Console.	1.00	Each	2500	\$2,500.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0002773 PRI CODE: 5-4

Shipment AAR-IPT
1 Federal Aviation Administration
590 Herndon Parkway
Suite 120
Herndon, VA 20170
MARK FOR: Keith Goll
W.282A.0---.---.3A1500.F050---.3140.480100.-.---.98600106

QUANTITY
1.00

AMOUNT
\$2,500.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
5 Optizoom.	1.00	Each	2850	\$2,850.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0002773 PRI CODE: 5-4

Shipment AAR-IPT QUANTITY

Federal Aviation Administration

Award for Supplies or Services

Date of Award: 15-JUN-2000

Contract Number (if any):
DTFA0100D00038

Award No. (if any):
DTFA0100F38002

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

1 Federal Aviation Administration 1.00
590 Herndon Parkway
Suite 120
Herndon, VA 20170

MARK FOR: Keith Goll
W.282A.0--.---.3A1500.F050--.3140.480100.-.---.98600106 AMOUNT
\$2,850.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
6 High Speed Conveyor for 6040i	10.00	Each	4095	\$40,950.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0002773 PRI CODE: 5-4

Shipment AAR-IPT QUANTITY
1 Federal Aviation Administration 11.00
590 Herndon Parkway
Suite 120
Herndon, VA 20170

MARK FOR: Keith Goll
W.282A.0--.---.3A1500.F050--.3140.480100.-.---.98600106 AMOUNT
\$40,950.00

<u>Line Description</u>	<u>Quantity</u>	<u>UOM</u>	<u>Unit Price</u>	<u>LI Total \$</u>
7 6040i TRX Units (11).	11.00	Each	42898	\$471,878.00

Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination

Requisition No. 0002773 PRI CODE: 5-4

Shipment AAR-IPT QUANTITY
1 Federal Aviation Administration 11.00
590 Herndon Parkway
Suite 120
Herndon, VA 20170

MARK FOR: Keith Goll, AAR-600, 703-707-5640
W.282A.0--.---.3A1500.F050--.3140.480100.-.---.98600106 AMOUNT
\$471,878.00

DTFA01-00-C-00038
Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 00-38002
LRIP System Deliveries

1. Delivery order Number: 00-38002

2. Description of this action: The purpose of this order is to direct the TRX contractor to deliver three (3) Model 6040i Aviation Unit and seven (7) Model 7555i Aviation Unit TRX systems to the sites designated below.

3. FAA Points-of-Contact: Kimberly Branch, Contracting Officer, (703)707-5655
 Keith Goll, COTR, (703)707-5640

4. Funding Authorization: The estimated not-to-exceed cost for this delivery order is \$516865, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>EXTENDED COST</u>
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$42898	3	\$128694
	Model 7555i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	44614	7	\$ 312298
<u>CLIN 003</u>	<u>Options for Model 6040i Aviation Unit:</u>			
	High-Speed Conveyor, 6040i	\$4095	3	\$12285
	Operator Support Bar	\$1200	1	\$1200
	Adjustable Monitor Console	\$2500	1	\$2500
	<u>Options for Model 7555i Aviation Unit:</u>			
	High-Speed Conveyor	\$4500	6	\$ 27000
	Hi-Spot	2250	1	\$2250
	Optizoom	2850	1	\$2850
<u>CLIN 005</u>	Shipping Costs: BWI	\$2225	4	\$8900
	BOS	\$1481	2	\$2962
	SEA	\$4797	3	\$14391
	WJHTC	\$1535	1	\$1535

5. Period of Performance: Date of award through 30 September 2000.

6. Description of Work: The TRX contractor shall deliver three (3) Model 6040i Aviation Unit and seven (7) Model 7555i Aviation Unit TRX equipments, including the options listed above, to the sites indicated in the section 7 table. The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved procedures. The Contractor shall submit to the Contracting Officer a list of the units and corresponding serial numbers prior to shipping to the sites listed in the Section 7 table.

The contractor's service/training personnel shall conduct a Systems Operation training class subsequent to the installation of each TRX system. An additional two hours, following installation and acceptance, shall be allotted to accommodate the schedules of security screeners. The class(es) shall be conducted on the same day of installation and shall be scheduled by the contractor in conjunction with the installation.

The TRX contractor shall prepare and install field backfit packages to implement any design changes resulting from the Functional Configuration Audit (FCA) and the Physical Configuration Audit (PCA), which may not be completed prior to initial deliveries under this DO. The field backfit package shall be implemented on each system delivered under this DO.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

Item	Schedule	Delivery Site
Model 7555i Aviation Unit TRX Equipment; Added Options: <ul style="list-style-type: none"> • High-Speed Conveyor, 7555i • System Operation and TIP Training 	Quantity four (4) to be delivered no later than 6-weeks after receipt of DO, but no earlier than the following Conditions: <ul style="list-style-type: none"> • Completion of Quality System Evaluation, and • 10-days after delivery of the draft A020, and • 5-days after delivery of draft A004, and • 5-days after delivery of draft A008, and • 5-days after delivery of draft A009, and • 5-days after delivery of draft A010. 	Baltimore Washington International Airport (BWI), Delta Airlines
Model 7555i Aviation Unit TRX Equipment; Added Options: <ul style="list-style-type: none"> • High-Speed Conveyor, 7555i • System Operation and TIP Training 	Quantity two (2) to be delivered no later than 7-weeks after receipt of DO but no earlier than the above-listed Conditions.	Boston Logan Airport (BOS), American Airlines
Model 6040i Aviation Unit TRX Equipment; Added Options: <ul style="list-style-type: none"> • High-Speed Conveyor, 6040i • System Operation and TIP Training 	Quantity three (3) to be delivered no later than 8-weeks after receipt of DO but no earlier than the above-listed Conditions.	Seattle Airport (SEA), Northwest Airlines
Model 7555i Aviation Unit TRX Equipment; Added Options: <ul style="list-style-type: none"> • High-Spot • Optizoom • System Operation and TIP Training 	Quantity one (1) to be delivered no later than 6-weeks after receipt of DO but no earlier than the above-listed Conditions.	FAA WJHTC, Atlantic City
Options for Model 6040i ordered	To be installed on	FAA WJHTC, Atlantic City

Item	Schedule	Delivery Site
under Delivery Order #1 <ul style="list-style-type: none"> • Operator Support Bar • Adjustable Monitor Console 	FAT&E unit shipped under DO#1	
Operations/Users Manual (CDRL A0012)	Quantity ten (10) to be delivered one per equipment.	TRX equipment delivery sites.
Maintenance Manual (CDRL A0013)	Quantity ten (10) to be delivered one per equipment.	TRX equipment delivery sites.
Delivery Order Status reports	Twice monthly NLT 3-days after the 1 st and 15 th of the month.	Contractor format; Email distribution. Report progress for the reporting period, problems and actions to be taken, plans for the next reporting period, and a current schedule for the completion of the DO effort.

8. Authorized Travel: Travel as required. The contractor shall utilize local staff as feasible. All travel for this delivery order shall be in accordance with Part I – Section G, paragraph G.9 of the contract.

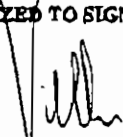
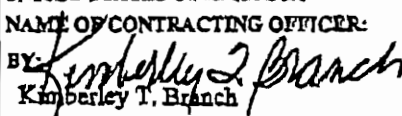
9. Government Furnished Information or Property: None.

10. Other:

The contractor shall provide status and technical discussion as necessary to support SEIPT program reviews on a monthly basis. These program reviews are normally held in SEIPT offices in Herndon, VA.

END OF TASK ORDER

Federal Aviation Administration		Revision To Award for Supplies or Services		Page 1 of 1
Date of Award: 18-APR-2000 Date of Revision: 16-AUG-2001	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA0100F38001	Revision No. 1	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.				
Contractor (Name, Address, and Zip Code): HEIMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591		
Contact Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675		
F.O.B. Point: Destination	Ship Via: Best Means			
Discount Terms: Due in 30				
PURCHASER NAME AND PHONE NO: Bruce Sorensen 703-796-7106		TOTAL AMOUNT OF ORDER/AWARD: \$46,993.00 FROM: \$46,993.00 AWARD IS CHANGED BY: \$0.00		
IMPORTANT: Contractor <input type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.				OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>Kimberly Branch</i> DATE SIGNED: <i>8/16/01</i>		
DATE SIGNED				
The purpose of this administrative revision is to make corrections to entries in FAA internal records. These corrections do not revise any terms or conditions of this order. No action is required by the contractor.				

Federal Aviation Administration	Award for Supplies or Services		Page 1 of 1
Date of Award: 18-APR-2000	Contract Number (if any): DTFA0100D00038	Award No. (if any): DTFA01-00-F-38001	
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.			
Contractor (Name, Address, and Zip Code): HEBMANN SYSTEMS 30 HOOK MOUNTAIN RD PINE BROOK, NJ 07058		Mail Invoice To (Name, Address, and Zip Code): Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591	
Contract Point/Phone No: CHERIF RIZKALLA 973-830-2100		Issuing Office (Address Correspondence To): Federal Aviation Administration Security Equipment Integrated Product Team 590 Herndon Parkway, Suite 120 Herndon, VA 20170 FAX No: 703-707-5675	
F.O.B. Point: Destination	Ship Via: Best Means		
Discount Terms: Due in 30			
PURCHASER NAME AND PHONE NO: Bruce Sorensen (703) 707-5643		TOTAL AMOUNT OF ORDER/AWARD: \$46,993.00	
IMPORTANT: Contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return ___ copies to the issuing office.			OMB 2120-0595
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: BY: Frank Vella  DATE SIGNED: 4-26-00		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY:  Kimberley T. Branch DATE SIGNED: APR 19 2000	
Line Description	Quantity	UOM	Unit Price
1 DTFA01-99-D-00038. TRX Unit Model 6040i	46,993.00	US Dollars	1
Non-ISO 9000 PLACE OF INSPECTION AND ACCEPTANCE: Destination			
Requisition No. 0002620		PRI CODE: 5-4	
Shipment AAR-IPT		QUANTITY	
# 1 Federal Aviation Administration	46,993.00		
590 Herndon Parkway Suite 120 Herndon, VA 20170			
MARK FOR: Keith Goll, AAR-600, 703-707-5640			
W.282A.0-3A1500.F050-3140.480100-98600106		AMOUNT	
		\$46,993.00	
Model 6040i and High Speed Conveyor for delivery to WHTC.			
Serial # : 17721			

DTFA01-00-C-00038

**Threat Image Projection (TIP) Ready X-Ray Systems (TRX)
Heimann Systems
DELIVERY ORDER 38-00001
Design Audit System Delivery**

1. Delivery order Number: 38-00001

2. Description of this action: The purpose of this order is to direct the TRX contractor to deliver one Model 6040i Aviation Unit TRX to the William J Hughes Technical Center (WJHTC) for test and evaluation to establish a product baseline prior to release of a TRX production order.

3. FAA Points-of-Contact: Kimberly Branch, Contracting Officer, (703)707-5655
Keith Goll, COTR, (703)707-5640

4. Funding Authorization: The amount funded for this delivery order is \$ 46,993, including the following items:

<u>CLIN</u>	<u>ITEM</u>	<u>COST</u>
<u>CLIN 001</u>	Model 6040i Aviation Unit Includes: Hi-Tip, Extended Main Conveyor, Tunnel Extensions, Input-Output roller Tables, Operator Presence Device, All Standard Software Features, 17"Monitor	\$42898
<u>CLIN 003</u>	Options: () High-Speed Conveyor, 6040i	\$4095

5. Period of Performance: Date of award through 30 September 2000.

6. Description of Work: The TRX contractor shall deliver quantity one (1) Model 6040i Aviation Unit TRX, included the options listed above, to the WJHTC in Atlantic City, NJ. This unit is the First Article Testing and Evaluation unit, as specified in Section 3.5.1 of the Statement of Work (Attachment J-1). The contractor shall install and demonstrate the TRX system for FAA acceptance, using approved Site Acceptance Test (SAT) procedures.

The contractor shall prepare and provide to the FAA test plans and procedures to be used in the demonstration and acceptance of the system.

7. Schedule of Deliverable Items: The following schedule defines data and equipment to be provided under the Delivery Order.

<u>Item</u>	<u>Schedule</u>	<u>Remarks</u>
Site Installation and Checkout Procedures (CDRL A0009)	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 10 days. The initial draft will be used to support SAT of the first system. The final version of the user documentation shall be provided when it is completed.
Configuration Management	Initial draft 30 days after contract award, but not later than 1 week	Contractor format using guidance of FAA-SE-016t. Government review period for each draft

Item	Schedule	Remarks
Plan (CDRL A0004)	prior to delivery of the TRX equipment.	is 30 days.
Master CI listing (CDRL A0018)	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor format using guidance of FAA-SE-018 (Configuration Status Accounting).
Test Readiness Review (CDRL A 0019)	5 days prior to each formal test (e.g. FAT, FAT&E, FCA, SAT)	Contractor Format
FAT&E Plan/Procedures (CDRL A0021)	30 days after contract award, but not later than 2 weeks prior to delivery of the first TRX equipment unit.	Contractor format using guidance of FAA-TE-005t. Government review period for each draft is 30 days. The initial marked up draft may be used to conduct FAT&E.
Factory Acceptance Test (FAT) Plan and Procedures (CDRL A 0008)	15 Days after contract award, but not later than 1 week prior to delivery of the first TRX equipment.	Contractor format using guidance of FAA-TE-005t. Government review period for each draft is 15 days. The initial marked up draft may be used to conduct FAT.
Site Acceptance Test (SAT) Procedure	Initial draft 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 15 days. SAT of the initial system may use a draft, marked-up version of the SAT Procedure
Master Test Plan (CDRL A0020)	30 days after contract award, but not later than 2 weeks prior to delivery of the first TRX equipment unit.	Contractor format using guidance of FAA-TE-001t. Government review period for each draft is 30 days. The initial marked up draft may be used to conduct early scheduled tests.
Operations/Users Manual (CDRL A0012)	Initial draft of updates to SIR I version (if required) 1-week after contract award, but not later than 1 week prior to delivery of the TRX equipment.	Contractor Format. The Government Review period of each draft is 15 days. The initial draft will be used to support SAT of the first system. The final version of the user documentation shall be provided when it is completed.
Model 60401 Aviation Unit TRX Equipment	Quantity one (1) to be delivered no later than 4-weeks after contractor award.	Installation and site acceptance testing will commence immediately following delivery.
Delivery Order Status reports	Twice monthly NLT 3-days after the 1 st and 15 th of the month.	Contractor format; Email distribution. Report progress for the reporting period, problems and actions to be taken, plans for the next reporting period, and a current schedule for the completion of the DO effort.

8. Government Furnished Information or Property: None.

END OF DELIVERY ORDER