

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification No. P00003	3. EFFECTIVE DATE August 31, 2010	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 601 South 12 <sup>th</sup> Street Arlington, VA 22202		CODE	12. ADMINISTERED BY (If other than Item 6) Susan Hoag, Contracting Officer Phone: (571)227-1631 Fax: (571)227-1392 Susan.Hoag@dhs.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Rapiscan Systems Incorporated 2805 Columbia Street Torrance, CA 90250-3384 Attn: (b) (6) Phone: 703-812-(b) (6) Fed. Tax ID#: 95-4413488 / DUNS #: 802315069			(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS04-09-D-CT2077	
			10B. DATED (SEE ITEM 13) September 28, 2009	

**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 one (1) copy 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 DATA 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 data 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.**

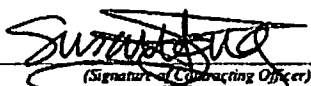
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 Per Mutual Agreement of the Parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.)

SEE PAGE 2

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.

(b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN HONG CONTRACTING OFFICER
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
DATE SIGNED 11/10	16C. DATE SIGNED 9/2/2010

1. The purpose of Modification P00003 to Contract # HSTS04-09-D-CT2077 is to:
  - a. Incorporate Contract Line Item Number (CLIN) 0002D associated with the Advanced Imaging Technology (AIT) System with the Automatic Target Recognition (ATR) Functionality. The pricing structure of the CLIN is based on quantity tiers.
2. As a result, the table in Section **B.3 CONTRACT LINE ITEM NUMBERS (CLIN)** is hereby deleted in its entirety and replaced with the following: (Changes are identified in *bold blue italicized text*.)

The following line items will be ordered in accordance with the contract amounts set forth below.

CLIN	TITLE	TYPE	QTY (Max)	UNIT OF ISSUE	UNIT PRICE	EXTENDED PRICE
0001	First Article Unit					
0001A	Advanced Imaging Technology First Article Unit: Tier I (SOW 3.5.1.1)	FFP	1	EA.	(b) (4)	(b) (4)
0001B	Advanced Imaging Technology First Article Unit: Tier II (SOW 3.5.1.2)	FFP	1	EA.	TBD	TBD
0001C	Advanced Imaging Technology First Article Unit: Tier III (SOW 3.5.1.3)	FFP	1	EA.	TBD	TBD
0002	Full Production Systems					
0002A	Full Production Advanced Imaging Technology System: Tier I (SOW 3.5.2.1)	FFP	1-49 50-99 100-149 150-199 200 + Max Qty = 878	EA.	(b) (4) (b) (4) (b) (4) (b) (4)	NTE (b) (4)
0002B	Full Production Advanced Imaging Technology System: Tier II (SOW 3.5.2.2)	FFP		EA.	TBD	TBD
0002C	Full Production Advanced Imaging Technology System: Tier III (SOW 3.5.2.3)	FFP		EA.	TBD	TBD

0002D	Full Production Advanced Imaging Technology System: Automatic Target Recognition (ATR) Phase I Functionality (SOW ATR)	FFP	1-49 50-99 100-149 150-199 200 + Max Qty = 878*	EA.	(b) (4) (b) (4) (b) (4) (b) (4)	
0003	Reserved					
0004	Technical Data Package (SOW 3.6.2)	FFP	1	EA.	(b) (4)	(b) (4)
0005	Training					
0005A	Development of Operator Training Course (SOW 3.9.1)	FFP	1	EA.	(b) (4)	(b) (4)
0005B	Operator Training (SOW 3.9.1.1)	FFP	80	EA.	(b) (4)	(b) (4)
0005C	Development of Instructor Training Course (SOW 3.9.2)	FFP	1	EA.	(b) (4)	(b) (4)
0005D	Instructor Training Course (SOW 3.9.2.1)	FFP	200	EA.	(b) (4)	(b) (4)
0006	Engineering Support Services (SOW 3.11)	T&M	NTE \$8,000,000.00	EA.		
0007	Excepted Maintenance (SOW 4.5.4)	T&M	NTE \$1,000,000.00	EA.		
0008	Equipment Installation (SOW 3.12.3.1)	FFP	878	EA.	(b) (4)	NTE (b) (4)

\*Note the Max Qty of 878 stated in the table above references the IDIQ Contract ceiling number of units/systems that may be ordered under this contract.

- Except as modified herein, all other terms and conditions of Contract # HSTS04-09-D-CT2077 shall remain in full force and effect.

END OF MODIFICATION P00003

# ORDER FOR SUPPLIES OR SERVICES

Form Approved  
OMB No. 0704-0187  
Expires Aug 31, 1992

PAGE 1 OF 9

(Contractor must submit four copies of invoice)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this 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 (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.**

**SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

1. CONTRACT/PURCH ORDER NO <b>HSTS04-09-D-CT2077</b>		2. DELIVERY ORDER NO <b>HSTS04-10-J-CT2099 (DO 3)</b>		3. DATE OF ORDER <b>August 26, 2010</b>		4. REQUISITION PURCH REQUEST NO <b>2110200CT2099</b>		5. PRIORITY			
6. ISSUED BY <b>Transportation Security Administration Attn: Susan Hong 701 South 12th Street, TSA 25 Arlington, VA 20588-6025  Office: 571-227-1631 e-mail: susan.hong@dhs.gov</b>		CODE <b>UK/DODAAC</b>		7. ADMINISTERED BY (If other than item 6)		CODE <b>S2203A</b>		8. DELIVERY FOR <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR <b>Rapiscan Systems 1901 South Bell Street Arlington, VA 22202  Attn: (b) (6)  Phone: 703-812-(b) (6) Email: (b) (6)(b) (6)(b) (6).com</b>		CODE <b>2D423</b>		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) <i>(YYMMDD)</i> <b>See Page 2</b>		<input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISAD- <input type="checkbox"/> WOMEN-OWNED			
14. SHIP TO <b>See Page 2</b>		CODE						MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			
16. DELIVERY TYPE <b>PURCHASE</b>		EX		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your QUOTE: dated 8/14/2010 against the following on terms specified herein. ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR <b>Rapiscan Systems</b>		<b>(b) (6)</b>		TYPED NAME AND TITLE <b>Contract Manager</b>		DATE SIGNED <b>31 Aug 2010</b> <i>(YYMMDD)</i>					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <b>SEE PAGE 2</b>											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY ORDERED/ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		<b>SEE PAGE 2</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and enclose		24. UNITED STATES OF AMERICA <b>SUBMITTED</b>		8/31/2010		25. TOTAL <b>\$5,122,278.14</b>		29. DIFFERENCES			
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO		28. DO VOUCHER NO		30. INITIALS		31. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
DATE		SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO			
32. I certify this account is correct and proper for payment.		DATE		SIGNATURE AND TITLE OF CERTIFYING OFFICER		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. BILL OF LADING NO			
37. RECEIVED BY		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

### 1. SCHEDULE OF SUPPLIES/SERVICES

Task Order HSTS04-10-J-CT2099 is established to provide the engineering support services for the Advanced Imaging Technology (AIT) Systems associated with the Passenger Screening Program under the Office of Security Technology.

ITEM	DESCRIPTION	TYPE	QTY	UNIT	TOTAL EST. COST	FUNDED AMOUNT
0006	Engineering Support Services (SOW 3.11)*	FFP & T&M	1	JB	\$5,122,278.14	\$5,122,278.14
	<b>TOTAL.</b>				<b>\$5,122,278.14</b>	<b>\$5,122,278.14</b>

\*Note - Included in the total price of this effort are Not to Exceed (NTE) limits associated with Travel Expenses and Freight. In accordance with Contract # HSTS04-09-D-CT2077, these items will be reimbursed based on approval of actuals incurred. The NTE established for Travel Expenses is \$500,000 and the NTE for Freight is \$250,000.

### 2. LINE OF ACCOUNTING

PR #	ACCOUNTING DATA	FUNDING AMOUNT	ALLOCATION OF FUNDING BY CLIN
2110200CT2099	5AV090A000D2010SWE030GE000423006200622CTO 6202000000000000 316D	\$5,122,278.14	CLIN 0006 = \$5,122,278.14
	<b>TOTAL</b>	<b>\$5,122,278.14</b>	

### 3. STATEMENT OF WORK

See attached STATEMENT OF WORK: ADVANCED IMAGING TECHNOLOGY (AIT) SYSTEM WITH AUTOMATIC TARGET RECOGNITION (ATR) FOR CHECKPOINT OPERATIONS, dated June 21, 2010.

Additionally, this effort includes the complete ATR Phase I upgrade and installation to all Fielded Systems (which were previously procured AIT Systems under DO1 and DO2).

### 4. PERIOD OF PERFORMANCE

The period of performance for this Delivery Order shall be from date of award through twelve (12) months.

### 5. DELIVERY

Delivery shall be made to the following location at the requested dates scheduled unless the TSA provides notification of alternate delivery and destination dates:

U.S. Dept. of Homeland Security  
Science and Technology Directorate  
Transportation Security Laboratory  
William J. Hughes Technical Center, Building 315  
Atlantic City International Airport, NJ 08405

Delivery of the ATR Functionality shall be provided No Later Than (NLT) October 22, 2010.\*

\*Note: This delivery date supersedes the date referenced in the associated Statement of Work.

## 6. TECHNICAL DIRECTION PROCEDURES

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Task Order, the administration of this Task Order will require maximum coordination between the Transportation Security Administration (TSA) and the Contractor. The following individuals will be the TSA's points of contact during the performance of the contract:

### Contracting Officer (CO):

The CO for this Delivery Order is: Susan Hong, TSA Office of Acquisition, Phone: 571-227-1631, E-mail: susan.hong@dhs.gov.

The TSA Contracting Officer (CO) identified above, has the overall responsibility for this Delivery Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements.

No oral statement by any person, or written statement by anyone other than the Contracting Officer, or his or her authorized representative acting within the scope of his or her authority, shall be interpreted as modifying the terms and conditions of this Contract. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR).

### Contracting Officer Technical Representative (COTR):

The COTR for this Delivery Order is: (b) (6)(b) (6), TSA Office of Security Technology, phone: 571.227-XXXX, email: (b) (6)(b) (6) @dhs.gov.

The COTR has the authority to monitor the technical progress of the supplies, services, or construction that is required to be delivered and or performed under the Delivery Order. This includes visits to contractor's plant or the place of performance, meetings and telephone conversations with contractor personnel, inspection, acceptance, or rejection of the contracted items and other duties that maybe authorized by the CO. The COTR cannot authorize or order the cessation of neither contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. The COTR will be the Contractors main point of contact for all supplies and services ordered under this contract.

The COTR is authorized to provide technical direction for the provision of services under this task order. The COTR shall provide technical direction to the Contractor in writing with a copy to the CO. The Contractor shall not accept orders for work to be performed by any other official other than the COTR or CO. In the event that work is performed without authorization by the delegated officials, the incurred cost will be the sole responsibility of the Contractor and is not billable to the Government. Should a need for a change (monetary or otherwise) arise under the contract, the contractor must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the contractor and the COTR occurs, notify the CO immediately for resolution. Contractors should also contact the CO when unable to contact the COTR on a technical matter and for assistance on all other matters pertaining to this contract.

## 7. TERMS AND CONDITIONS

The Terms and Conditions of Contract No. HSTS04-09-D-CT2077 are applicable to this Task Order.

END OF TASK ORDER NO. HSTS04-10-J-CT2099

<b>AWARD/CONTRACT</b>		THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 350)		RATING		PAGE OF PAGES 101	
2. CONTRACT (Proc Inst Ident) NO HSTS04-09-D-CT2077				3. EFFECTIVE DATE 09/28/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO 2409209CT2077	
5. ISSUED BY Security Technology 701 S 12TH STREET ARLINGTON VA 20598		CODE 04		6. ADMINISTERED BY (If other than item 5) Office of Acquisition 601 S 12TH STREET ARLINGTON VA 20598		CODE 20	

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code) Rapiscan Systems Incorporated 2505 Columbia St Torrance CA 90503384				8. DELIVERY FOB ORIGIN      X OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			

Attn: (b) (6)(b) (6)				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM	
CODE 802315069		FACILITY CODE							

11. SHIP TO/MARK FOR Security Technology 701 S 12TH STREET Attn: (b) (6) ARLINGTON VA 20598		CODE ACQ04		12. PAYMENT WILL BE MADE BY US Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake VA 23327-4111				CODE TSA1	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 USC 2304 (c)      41 USC 253 (c)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$0.00

15. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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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 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. (Attachment NO ATTACHED)	18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSTS04-08-R-CT2056 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.
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(b) (6)(b) (6)		19C. DATE SIGNED 9/28/09		20A. NAME OF CONTRACTING OFFICER LATETIA M. HENDERSON		20B. UNITED STATES OF AMERICA BY <i>Latetia M. Henderson</i> (Signature of the Contracting Officer)		20C. DATE SIGNED 9/28/09	
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSTS04-09-D-CT2077

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NAME OF OFFEROR OR CONTRACTOR

Rapiscan Systems Incorporated

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 95-4413488 DUNS Number: 802315069 The United States Government hereby issues this contract award to Rapiscan Security Inc. under contract HSTS04-09-D-CT2077 for a period of 5 years. Accounting Info: SAV090A000D2009SWE030GE000423006200622CTO-62020000 00000000-316D-TSA DIRECT-DEF. TASK-D FOB: Destination Period of Performance: 09/28/2009 to 09/26/2014				
00001	CLIN 0001A Imaging Technology First Article Unit Tier one. See SOW 3.5.1.1 Obligated Amount: \$0.00	1	JB	(b) (4)	
00002	CLIN 0002A Full Production Imaging Technology Tier one system. Quantity discount listed below (See SOW 3.5.2.1)	878	JB	(b) (4)	
	(b) (4)				
00003	CLIN 0003 Reserved for future requirement Obligated Amount: \$0.00	1	JB	(b) (4)	
00004	CLIN 0004 Technical Data Package. See SOW 3.6.2 Obligated Amount: \$0.00	1	JB	(b) (4)	
00005	CLIN 0005A Development of Operator Training Course. See SOW 3.9.1 Obligated Amount: \$0.00	1	JB	(b) (4)	
00006	CLIN 0005B Operator Training. See SOW 3.9.1.1 Obligated Amount: \$0.00	80	JB	(b) (4)	
00007	CLIN 0005C Development of Instructor Training Course. See SOW 3.9.2 Obligated Amount: \$0.00	1	JB	(b) (4)	
00008	CLIN 0005D Instructor Training Course. See SOW 3.9.2.1 Obligated Amount: \$0.00	200	JB	(b) (4)	
00009	CLIN 0006 Engineering Support Services not to Continued ...	1	JB	(b) (4)	



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

Rapiscan Systems Incorporated

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	exceed (b) (4)(b) (4) See SOW 3.11 Obligated Amount: \$0.00				
00010	CLIN 0007 Excepted Maintenance. Not to exceed \$1,000,000.00 See SOW 4.5.4 Obligated Amount: \$0.00	1	JB	(b) (4) (b) (4)	
00011	CLIN 0008 Equipment Installation. See SOW 3.12.3.1 Obligated Amount: \$0.00	878	JB	(b) (4)	
Total amount of award: \$173,491,054.00. The obligation for this award is shown in box 15G.					