

ORDER FOR SUPPLIES OR SERVICES

Form Approved
OMB No. 0704-0187
Expires Aug 31, 1997
PAGE 1 OF 3

(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 HSTS04-10-D-ST2003	2. DELIVERY ORDER NO HSTS04-10-J-CT2098 (DO 4)	3. DATE OF ORDER See Block 24	4. REQUISITION PURCH REQUEST NO 2110200CT2098	5. PRIORITY
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6. ISSUED BY 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	CODE UIC/DODAAC	7. ADMINISTERED BY (If other than Item 6)	CODE S2203A
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8. DELIVERY FOR

DEST

OTHER

(See Schedule (if other))

9. CONTRACTOR L-3 Communications Security & Detection Systems 10 Commerce Way Woburn, MA 01801 Attn: (b) (6) Phone: 781-939-(b) (6) Email: (b) (6) @l-3com.com	CODE 2D423	FACILITY CODE	10. DELIVER TO FOB POINT BY (Date) (TTA/IDE)
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11. NAME AND ADDRESS	12. DISCOUNT TERMS N/A	13. MAIL INVOICES TO: Mail, Email or Fax invoices (one or the other) to: U.S. Coast Guard Finance Center TSA Commercial Invoices P.O. Box 4111 Chesapeake, VA 23326-4111 Email: FTN-SMB-TSAINVOICES@uscg.mil Fax: 757-413-7314
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14. SHIP TO See Page 2	MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER
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16. DELIVERY TYPE OF ORDER	xx	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 date: 1/14/2010 through the following on terms specified herein.
PURCHASE		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 L-3 Communications Security & Detection Systems	SIGNATURE (b) (6)	TYPED NAME AND TITLE (b) (6) (b) (6) (b) (6)	DATE SIGNED 8-30-2010 (TTA/IDE)
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If this box is marked, supplier must sign Acceptance and return the following number of copies: 1

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
SEE PAGE 2

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE PAGE 2					

* If quantity accepted by the Government is same as quantity ordered, in blocks by X. If different, enter actual quantity accepted below quantity ordered and describe.	24. UNITED STATES OF AMERICA Susan Hong 8/30/2010 CONTRACTING/ORDERING OFFICER	25. TOTAL \$2,713,143.00
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26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THIS CONTRACT EXCEPT AS NOTED	27. SHIP NO	28. DO VOUCHER NO	29. DIFFERENCES
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DATE	SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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34. I certify this account is correct and proper for payment.	DATE	SIGNATURE AND TITLE OF CERTIFYING OFFICER	35. BILL OF LADING NO
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37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CONTRACTS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO
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1. SCHEDULE OF SUPPLIES/SERVICES

Task Order HSTS04-10-J-CT2098 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. PRICE	FUNDED AMOUNT
0006	Engineering Support Services (SOW 3.11)*	FFP	1	JB	\$2,713,143.00	\$2,713,143.00
	TOTAL				\$2,713,143.00	\$2,713,143.00

*Note -- Included in the total price of this effort are Not to Exceed (NTE) limits associated with Travel Expenses. In accordance with Contract # HSTS04-10-D-ST2003, these items will be reimbursed based on approval of actuals incurred. The NTE established for Travel Expenses is (b) (4). The Total Price is comprised of the following: Engineering Services ATR: (b) (4)(b) (4). Installation/Travel of Approved ATR Functionality in Fielded Systems: (b) (4)

2. LINE OF ACCOUNTING

PR #	ACCOUNTING DATA	FUNDING AMOUNT	ALLOCATION OF FUNDING BY CLIN
2110200CT2098	5AV090A000D2010SWE030GE000423006200622CTO 6202000000000000 316D	\$2,713,143.00	CLIN 0006 = \$2,713,143.00
	TOTAL	\$	\$2,713,143.00

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 Task Order shall be from date of award through eight (8) 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

In accordance with Section 3. SOW delivery shall be made no later than August 31, 2010.

6. SPECIFIC TASK ORDER INFORMATION:

- **Milestone Payment Schedule:**
 The table below is the milestone payment schedule for this task order. These payments are tied to the following: (Note - This Milestone Payment is only applicable to the portion of the price allocated for Engineering Services ATR (b) (4)(b) (4))

% Payment	Payment Amount	Terms	Cumulative Payment %	Cumulative Payment Amount
50%	(b) (4)	Successful Demonstration of Requirements against test procedures and acceptance by Government to implement ATR Functionality upgrade. (Written acceptance provided by the CO.)	50%	(b) (4)
50%	(b) (4)	Installation of Approved ATR Functionality to Fielded AIT Systems	100%	(b) (4)

7. 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.

8. TERMS AND CONDITIONS

The Terms and Conditions of Contract No. HSTS04-10-D-ST2003 are applicable to this Task Order.

END OF TASK ORDER NO. HSTS04-10-J-CT2098