

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 30a, 30b & 30c				1. REQUISITION NO. 21-05-205RFD081 (1 of 3)	PAGE 1 OF 14
2. CONTRACT NO. HST504-05-P-RED081a		3. AWARD EFFECTIVE DATE See Block 31c	4. EPA ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL			8. NAME	9. TELEPHONE NO. (do not collect collect)	10. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY U.S. DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION 701 SOUTH 12 TH STREET (WEST TOWER) ARLINGTON, VA 22202 POC: Patricia A. Newton PHONE: 571-227-1176 FAX: 571-227-2911 EMAIL: Patricia.Newton@DHS.GOV			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNEX DPAS (15 CFR 700)
15. DELIVER TO See Page 2			16. ADMINISTERED BY SAMB AS BLOCK 9	13b. RATING	12. DISCOUNT TERMS NA
17. CONTRACT OFFICE General Dielectric Inc. 42 Washington Drive Acton, MA 01720 TIN: 043520910 Duns # 028852187 CAGE: 1UJK3 Attn: Mr. Clint Seward 978 263 7704			18a. PAYMENT WILL BE MADE BY United States Coast Guard Finance Center TSA Commercial Invoices P.O. Box 4111 Chesapeake, VA 23326-411 http://www.fincen.uscg.mil/ (757) 523-6940 / Customer Service Number		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BCT-2000	2	each	[REDACTED]	[REDACTED]
(Attach Additional Sheets as Necessary)					b4
25. ACCOUNTING AND APPROPRIATION DATA SRD05XA000D2005RED020GEDPSP23003F00RED000				26. TOTAL AWARD AMOUNT (For Cert. Use Only) [REDACTED]	
27. RESERVED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT. REFERENCE FPMR'S OFFER DATED August 30, 2004. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Clint Seward</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Patricia A. Newton</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <i>D. CLINT SEWARD President</i>		30c. DATE SIGNED <i>4/6/2005</i>	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Patricia A. Newton	31c. DATE SIGNED <i>5-9-05</i>	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE			36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL	37. CHECK NUMBER	
32c. DATE			38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			41c. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED AT (Location)		
			42b. DATE RECEIVED (MM/DD/YYYY)	42c. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

TSA STANDARD FORM 1449

The purpose of this Purchase Order is to order the following items. The prices for the Services/Supplies addressed in Section B are based upon the Contractor's proposal dated 28 March 2005. The terms and conditions of this purchase order are listed below.

1. Section B – Supplies/Services and Price/Cost

The Contractor shall provide the following supplies and services in accordance with the terms and conditions of this purchase order. The following items will be ordered in accordance with the contract amounts set forth below.

CLIN	Title	Quantity	Unit Price	Total
0001A	BCT-2000	2		
0001B	Maintenance manual	1	N/C	N/C
0001C	Training manual	1	N/C	N/C
0001D	Warranty	1	N/C	N/C
0001E	Delivery	1	N/C	N/C
0001F	Training	1	N/C	N/C
Total Ordered:				\$42,330.00

CLIN	Title	Quantity	Unit Price	Total
0002	Field Support (Option) per day.	0	\$960	\$0.0
0002	Travel for CLIN 002			
Total Ordered:				

2. Section C – Statement of Work

C.1 SCOPE

The TSA will acquire two commercially available devices for the purpose of evaluating and studying their application for inspecting bottles at checkpoints.

C.2 ORDER OF PRECEDENCE

In the event of conflict between this Statement of Work (SOW) and any of the documents referenced herein, the provisions of this SOW will apply.

C.3 STATEMENT OF WORK

C3.1 INTRODUCTION

C3.2 APPLICABLE DOCUMENTS

The following documents form a part of this SOW and are applicable to the extent specified herein. The latest version of these documents as of the contract award date will apply

C.3.2.1 Bottle Screening Device, Technical Requirements Document, 01/10/2005

C.3.3. REQUIREMENTS

C.3.3.1 BOTTLE SCREENING DEVICES (CLIN001)

C.3.3.1.1 2 UNITS The Contractor shall deliver two (2) identical devices that best meet C.3.2.1 to the Transportation Security Laboratory in Atlantic City, NJ within 15 calendar days after contract award. The Contractor shall set-up and verify function.

C.3.3.1.2 TRAINING The Contractor shall submit a Training and Operations Manual. The Contractor shall train and qualify as proficient approximately five (5) operators at the Transportation Security Laboratory upon CLIN 001 delivery or within five (5) work days. Training shall include set-up, verification/check-out and re-packing for shipment.

C.3.3.2 FIELD SUPPORT - OPTION (CLIN 002)

The Contractor shall install CLIN001 devices at a US airport within 180 miles of the manufacturer's plant (in the continental US). The Contractor shall supply warranty service, parts, travel and labor for scheduled and unscheduled (preventive and repair) maintenance for one (1) year after TSA acceptance. If the unit is replaced, the Contractor shall certify that the configuration is identical and shall be prepared to support a Physical Configuration Audit.

3. Section F - Period of Performance

The period of performance is three weeks after receipt of this purchase order.

4. Funding/Accounting Data

a. Funding in the amount of [redacted] is hereby authorized under this Purchase Order.

b. Funding for ordered items is identified below:

0001E	5RD05XA000D2005RED020GE0PSP23003F00RED000	[redacted]
	TOTAL:	[redacted]

64

5. Section G - Contract Administration Data

The following administration data applies to this order:

Contracting Officer: Ms. Patricia A. Newton
TSA-25,
701 South 12th Street
Arlington, VA 22202
(571) 227-1878

Contracting Officer's Technical Representative:

Contracting Officer's Technical Representative:

Mr. Mike Versage
(609) 813-2735

6. **Government Furnished Property/Information (GFP/GFI):** None.
7. **Installation:** Equipment will be installed by General Dielectric Inc. Any damage caused to the equipment or the building by contractor staff/sources will be remedied of by General Dielectric Inc.
8. **Travel:** None
9. **Delivery:** Contractor shall provide delivery within three weeks of receipt of this order. General Dielectric Inc. shall coordinate delivery and installation under this purchase order with the Contracting Officer's Technical Representative (COTR), Mr. Michael Versage, is (609) 813-2735 / Mike.Versage@dhs.gov, for this purchase order. The point of contact for contractual issues is Mr. Adam Freimanis (571) 227 3878.
10. **Warranty:** Specific warranty terms are included. For those items without an expressed warranty term, Clause 3.2.2.5-4 Contract Terms and Conditions-Commercial Items (February 2003), paragraph (n) shall apply.
11. **Payment:** Payment via Electronic Funds Transfer (EFT) will occur upon final acceptance of each deliverable and submission of a proper invoice. The Prompt Payment Act applies.
12. **All the following terms and conditions apply to this order.**

3.2.2.5-4 Contract Terms and Conditions-Commercial Items (February 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. Contractors are required to submit formal written request for assignment of claims, via contract modification, to the contracting officer.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with AMS clause, 3.9.1-1 Contracts Disputes (February 2003). The Contractor

shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, AMS contract clause (e.g., 3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) (February 2003), which appended hereto in full text, or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with prompt payment procedures. (See clause 3.3.1-17, Prompt Payment.)

(g) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(h) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with clause 3.3.1-17, Prompt Payment (February 2003), appended hereto in full text. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the

purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(i) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(j) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(k) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(l) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(m) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(n) *Warranty.* GDI warrants that the item will be free from defects in material and workmanship for a period of one year from date of shipment. GDI will repair or replace, at its option, items which prove to be defective during the warranty period if the defective item is returned to GDI and examination discloses the defects in the product have not been caused by misuse, repair, alteration, or accident. **THE WARRANTY IS EXCLUSIVE AND GDI MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**

(o) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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(p) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The AMS clause, 3.2.2.5-4 Contract Terms and Conditions - Commercial Items (February 2003)
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The contract cover form.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

3.3.1-17 Prompt Payment (February 2003)

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.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (TSA) 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 TSA 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)

3.6.1-7 Limitations on Subcontracting (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor
 Direct Labor \$ _____ \$ _____
 Allowable Overhead _____
 Subtotal (A) _____ (B) _____
 Labor G&A @ _____ % _____
 Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs. (End of clause)

3.9.1-1 Contract Disputes (February 2003) All contract disputes arising under or related to this contract shall be resolved through the Transportation Security Administration (TSA) dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 48110 and shall apply only to final agency decisions. A contractor may seek review of a final TSA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290, Facsimile: (202) 267-3720

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the TSA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the TSA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of TSA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. TSA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any TSA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the TSA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The TSA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final TSA decision.

(i) The TSA 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 that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>. (End of clause)

3.9.1-2 Protest After Award (February 2003)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution for Acquisition (ODRA), or a determination that a protest is likely, the (Undersecretary 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)

3.10.1-11 Government Delay of Work (February 2003)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract. (End of clause)

3.10.1-22 Contracting Officer's Technical Representative

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract. (End of clause)

3.10.1-9 Stop-Work Order (February 2003)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order 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. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, 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 the 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 claim 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. (End of clause)

3.10.4-16 Responsibility for Supplies (February 2003)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon—

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.
- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

3.11-21 Contractor Liability for Personal Injury and/or Property Damage (February 2003)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of clause)

Note: The above clause only applies during delivery and installation and not during the course of equipment usage in the fitness center by members.

End of Purchase Order

ATTACHMENT I
PR 21-05-205RED081

Technical Requirements Document

For

Bottle Screening Device (BSD-0)

10 January 2005

Transportation Security Laboratory
Office of Security Technology
Transportation Security Administration
Department of Homeland Security

1.0 PURPOSE

This document defines the minimum technical requirements for a Bottle Screening Device (BSD-0) that could be used at passenger checkpoints for air, maritime and land transportation system venues. The use of the term, 'shall' denotes a requirement, and the term, 'should' indicates a goal. Requirements and goals will be considered in source selection.

2.0 REQUIREMENTS

2.1 DETECTION

2.1.1 THREAT LIQUIDS

BSD-0 *should* accurately detect threat liquids, such as flammables and/or explosives, regardless of liquid temperature in situ (non-invasive measurement) independent of bottle fill level, size, shape, color, or material composition in a typical indoor environment. BSD-0 *should* be able to analyze any bottle containing 100 to 2000 milliliters in common use.

2.1.2 FALSE or NUISANCE ALARM RATE

BSD's false or nuisance alarm rate *should* be less than 5%.

2.1.3 THREAT IDENTIFICATION

On alarm, BSD-0 *should* display information that identifies the contents as either explosive or flammable. BSD-0 *should* also identify the specific liquid.

2.2 PROCESS TIME

BSD-0 analysis time *should* be less than 5 seconds.

2.3 DISPLAYS

BSD-0 *should* provide an automated alarm indication upon threat detection and *should* provide both audible and/or visual indicators which are uniquely different than other device function indicators.

2.4 TEST FUNCTIONS

2.4.1 BUILT-IN TEST

BSD-0 *should* possess an automatic built-in test function on power-up and/or a manual field test kit/process to verify key function points. The duration of this calibration *should* be less than 1 minute.

2.4.2 CONFIGURATION CONTROL

BSD-0 *should* display its current hardware and software configuration.

2.4.3 RECORDING

BSD-0 *should* permit screening event recording to confirm manual data collection.

2.5 SAFETY

2.5.1 EMISSION SAFETY

BSD-0 shall not ignite or detonate flammable or explosive liquids. BSD-0 shall comply with the following requirements as applicable:

- OSHA Regulation CFR 1910
- FDA Regulation CFR 1020
- C95.1-1999 IEEE Standard for Safety Levels with Respect to Human Exposure to RF EMF, 3kHz to 300 GHz.
- ICNIRP- International Commission on Non-Ionizing Radiation - "Guidelines for Limiting Exposure to Time-Varying Electric, Magnetic and EMF (Up to 300 GHz)

2.5.2 ELECTRICAL SAFETY

BSD-0 shall comply with UL 1950, Second Edition (Underwriters Laboratories Standard for Information Technology Equipment) / CSA C 22.2 950, EN 60950 or internationally recognized equivalence.

2.5.3 EYE SAFETY

BSD-0 shall not pose eye hazards or the likely risk of eye hazards.

2.5.4 ERGONOMIC SAFETY

BSD-0 *should* not possess sharp corners or edges that can puncture, cut or tear the skin or clothing or otherwise cause bodily injury.

2.6 PHYSICAL SIZE

BSD-0 *should* be a small portable unit that rests on a table-top or is hand-held.

2.7 INPUT POWER

BSD-0 *should* permit operation using 115 VAC power with up to $\pm 15\%$ voltage tolerance and up to 5% in frequency tolerance.

2.8 ELECTROMAGNETIC COMPATIBILITY

2.8.1 COMMUNICATIONS

BSD-0 shall comply with 47 CFR Telecommunications Part 15, Radio Frequency Devices or EN 50081-1.

2.8.2 WALK-THROUGH METAL DETECTORS

BSD-0 *should* not interfere with deployed walk-through metal detectors at a distance of 6 feet.

2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 06/14/2005	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: Mika Versage (609) 813-2735
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) General Dielectric, Inc. Attn: Mr. Clint Seward 42 Washington Drive Acton, MA 01720 978-263-7704	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSTS04-05-P-RED081a (current)
		10B. DATED (SEE ITEM 13) May 09, 2005

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.

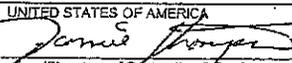
12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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.
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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)
Revision 001 is hereby issued to revise subject Contract number to hereby read: HSTS04-05-P-RED081. 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 (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 14 June 2005