

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1   18 PAGES
2. CONTRACT NO. DTSA20-03-C-00717	3. SOLICITATION NO. DTSA20-02-R-00546	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED October 24, 2002	6 REQUISITION/PURCHASE NO.
ISSUED BY Department of Transportation Transportation Security Administration 301 - 7 <sup>th</sup> St., SW, Office of Acquisition Washington, DC 20407				8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 12:00 Noon on Wednesday, November 13, 2002.  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL	A. NAME Paul A. Casagrande	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 385-1187
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	10/24/02	0002	10/25/02
	0003	11/07/02	0004	11/08/02

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Robert J. Lavigna, Program Manager
Cooperative Personnel Services 241 Lathrop Way Sacramento, CA 95815 DUNNS# 12-851-2480			

15B TELEPHONE NO. (Include area code) 916 263-3600	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <i>Robert J. Lavigna</i>	18. OFFER DATE 12-26-02
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 0001 through 4002	20. AMOUNT Total Estimated Amount \$553,579,743.00 Funding Amount \$7,420,000.00	21. ACCOUNTING AND APPROPRIATION 06X2801000-2003-06102BAOPA03-3C2400000-25431-99.70AD
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e) <input type="checkbox"/> 41 U.S.C. 253(e)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY See Clause G.3	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande	27. UNITED STATES OF AMERICA <i>Paul A. Casagrande</i> (Signature of Contracting Officer)	28. AWARD DATE 12/26/02
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
0001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP*	[REDACTED]	b4
0001aa	Base Fee	[REDACTED]		[REDACTED]	
0001ab	Award Fee	[REDACTED]		[REDACTED]	b4
0002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]	NTE**
Estimated Grand Total for Section 1				[REDACTED]	

\*NPS- Not Separately Priced

\*\*NTE-Not to Exceed

OPTION YEAR ONE (1)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
1001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]	b4
1001aa	Base Fee	[REDACTED]		[REDACTED]	b4

1001ab Award Fee [REDACTED]

[REDACTED]

b4

1002 Other Direct Costs (ODC) G&A [REDACTED]

[REDACTED]

NTE

Estimated Grand Total for Section 1

\$108,793,963.00

OPTION YEAR TWO (2)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
2001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs (ODC) G&A [REDACTED]			[REDACTED] NTE
Estimated Grand Total for Section 1				\$110,420,331.00

b4

b4

OPTION YEAR THREE (3)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
3001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]

b4

3001aa Base Fee	[REDACTED]	[REDACTED]	
3001ab Award Fee	[REDACTED]	[REDACTED]	
3002 Other Direct Costs (ODC) G&A	[REDACTED]	[REDACTED]	NTE
Estimated Grand Total for Section 1		\$112,124,077.00	

b4

OPTION YEAR FOUR (4)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
4001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]	
4001aa	Base Fee	[REDACTED]		[REDACTED]	
4001ab	Award Fee	[REDACTED]		[REDACTED]	
4002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]	NTE
Estimated Grand Total for Section 1				\$113,909,279.00	

b4

b4

**SECTION C – DESCRIPTION/SPECIFICATIONS**

See Section J

**SECTION D – PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING REQUIREMENTS**

All packaging and marking performed under this contract shall be in accordance with the commercial practice to ensure safe arrival at destination.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov>

CLAUSE NO.	TITLE	DATE
52.246-4	Inspection of Services-Fixed Price	AUG 1996
52.246-5	Inspection of Services-Cost Reimbursement	APR 1984
52.246-25	Limitation of Liability-Services	FEB 1997

### E.2 FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies and/or services is the responsibility of the Contracting Officer (CO) or his duly authorized and appointed representative. Unless otherwise specified, final inspection and acceptance of supplies and/or services called for hereunder will be made at destination.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
Not Available electronically.

CLAUSE NO.	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984

### F.2 PERIOD OF PERFORMANCE FOR CONTRACT

Base Year:

The period of performance for the base year is 12 consecutive months from the date of award.

Option Years:

There are four (4), one (1) year options for a total of four (4) years or 48 months. The entire performance period of this contract is five (5) years.

### F.3 TIME OF DELIVERY

To be determined after award.

### F.4 PLACE AND METHOD OF DELIVERY

To be determined after award

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between the TSA and the Contractor.

The following individuals will be the TSA's points of contact during the performance of the contract:

1. Contracting Officer: The Transportation Security Administration (TSA) Contracting Officer (CO), identified below, has the overall responsibility for this contract. 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. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Paul A Casagrande  
Department of Transportation  
Transportation Security Administration  
Office of Acquisition  
301 7<sup>th</sup> St, SW  
Washington, DC 20407  
Phone Number: (202) 493-1294  
FAX Number: (202) 493-1746

2. Contracting Officer's Representative (COR), In accordance with Transportation Acquisition Manual (TAM) Clause 1252.242-73, the Contracting Officer's Representative (COR), the COR for this contract is:

(To be appointed by delegation letter)  
Department of Transportation  
Transportation Security Administration

Office of Acquisition  
301 - 7<sup>th</sup> St, SW  
Washington, DC 20407  
Phone Number: (202)  
FAX Number: (202)

The COR has the authority to monitor the technical progress of the supplies, services, or construction that are required to be delivered under the contract. 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 may be authorized by the CO.

The COR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. 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 COR occurs, notify the CO immediately for resolution. Contractors should also contact the CO when unable to contact the COR on a technical matter and for assistance on all other matters pertaining to this contract.

The Government may assign a government employee at the Contractors facility/site to facilitate contract performance. The representative(s) cannot supervise Contractor employees or direct the supervision of contractor employees, authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract.

## **G.2 CORRESPONDENCE**

All correspondence shall be prepared and addressed to the CO designated in Section G.1.

Correspondence of a purely technical nature and all specified reports and submittals in accordance with the project specifications shall be sent to the COR designated in Section G.1.

## **G.3 BILLING INSTRUCTIONS**

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number, applicable CLIN and period of performance.

Contractors shall submit an original and one copy of their invoice to the following address:

DOT/FAA/MMAC AMZ-200  
ANF-2, Room 108  
6500 W. MacArthur Blvd.  
Oklahoma City, OK 73125

#### **G.4 ADDITIONAL INFORMATION RELATING TO FAR 52-232-34**

In accordance with FAR 52.232-34, "Payment by Electronic Funds Transfer—Other than Central Contractor Registration", The Department of Transportation will make payment using the Automatic Clearing House Network, unless the Contractor requests a waiver to the payment office in accordance with the clause. As stated in the clause, after award but before the first invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments.

#### **G.5 INCREMENTAL FUNDING**

Pursuant to FAR 52.232-22, Limitation of Funds (incorporated by reference under Section I of this contract), this contract is incrementally funded. The amount presently available and obligated to this contract is \$7,420,000.00.

### **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 TYPE OF CONTRACT**

Work performed under this contract for Section 1, CLINS 0001 and 0002, and all respective option year CLINS, will be a Cost Reimbursable Contract. Work performed under Section 2, CLIN 0003, and all respective option year CLINS, will be a Firm Fixed Price Contract and CLIN 0004, and all respective option year CLINS, will be a Cost Reimbursement portion.

#### **H.2 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

During the period of this contract, the rights of ingress and egress to and from any office for Contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any DOT facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the DOT Security Office for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations, applicable to that site. Security Clearance and/or background checks may be required for Contractor employees.

#### **H.3 PUBLICITY**

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the CO.

#### **H.4 NON-PERSONAL SERVICES**

(a) As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992, Policy Letter on Inherently Governmental Functions, no personal services shall be

performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

(b) The Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

(c) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

## **H.5 ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The CO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the CO.

## H.6 CONTRACTOR RESPONSIBILITIES

(a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

(b) The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

(c) A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

(d) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- (2) Conduct business not directly related to this contract on Government premises;
- (3) Use computer systems and/or other Government facilities for company or personal business other than work related; or
- (4) Recruit on Government premises or otherwise act to disrupt official Government business.

## H.7 SECTION 508 STANDARDS

The Rehabilitation Act of 1973, as amended, insures that Federal employees with disabilities will be able to use information technology to do their jobs and that members of the public who are seeking information from Federal sources will be able to use information technology to access the information on equal footing with people who do not have disabilities. Information on the Section 508 standards can be viewed at [www.section508.gov](http://www.section508.gov). Work performed under this contract will be subject to compliance with the standards in effect as of the date of contract award.

## H.8 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

Background: Pub. L. No. 101-552 *The Administrative Dispute Resolution Act* encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR (if necessary) by checking the appropriate blank below:

The Contractor shall participate in ADR.

The Contractor shall not participate in ADR.

## **H.9 CONTRACTOR STAFF TRAINING**

The Contractor shall provide fully trained and experienced personnel required for performance. Training of Contractor personnel shall be performed by the Contractor at his/her own expense.

## **H.10 INSURANCE**

The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

- a. Workman's compensation insurance as required by law of the State.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c. Property damage liability with a limit of not less than \$100,000 for each accident.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

## **H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION**

(a) During the performance of work under this contract, the TSA may disclose to the Contractor confidential business information (CBI) submitted by other contractors necessary to carry out work for TSA. The Contractor receiving access to CBI agrees as follows:

(1) The Contractor will use the CBI only for the purposes of carrying out the work required by the contract; not disclose the information to anyone without the prior written approval of the CO; and return to the CO all copies of the information, and any abstracts or excerpts there from, upon request by the CO, whenever the information is no longer required for

the purpose of performance of the work by this contract, or upon completion of this contract.

(2) Prior to providing the Contractor's employees access to CBI, the Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information.

(3) These contract conditions concerning the use and disclosure of CBI are included for the benefit of and shall be enforceable by TSA.

(4) Not to use any CBI supplied by TSA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this subparagraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of CBI to the subcontractor.

#### H.12 TRAVEL, PER DIEM AND OTHER DIRECT COSTS (ODC)

Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A).

Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in the Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General Services Administration (GSA) Bulletin FPMR A-40 Supp-(in effect at time of travel).

Travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rates applicable to the locations of temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business. The Per Diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

Travel, per diem and ODCs will be charged at cost plus the established G&A rate.

#### H.13 KEY PERSONNEL

(a) Contractor Key Personnel

Program Manager

[REDACTED]

b4  
b6

[REDACTED]

b4  
b6

(1) Key personnel for the overall effort must remain assigned to the contract by the Contractor on a full or part-time basis for the full period of performance of the contract barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc.) or as otherwise approved by the CO due to a change of duties, promotion, conflict.

In responding to the RFP, the Contractor may be requested to propose multiple key personnel positions for the RFP. Upon award of the contract, the Contractor shall furnish the individuals proposed for each key personnel position to perform under the contract.

#### H.14 CONTRACT STATUS BRIEFINGS

The Contractor shall provide two monthly status briefings or reports to the TSA. These briefings shall be based primarily on the information contained in the CPR, the CSR and other program material, as appropriate. The format and level of detail provided at the briefings shall be as agreed to by the Contractor and the TSA. The frequency of either status briefing may be extended from monthly to quarterly at the direction of the Contracting Officer.

The first briefing, entitled the Contract Technical Status Review (CTSR), shall include an overview of the CPR, highlighting accomplishments achieved during the reporting period; plans and significant events anticipated during the near future; and problems, slippage, or other discrepancies occurring during the reporting period or remaining open from prior reports. The briefings shall also include a list of Contractor and Government identified action items. The action item list shall include a description of the action, date assigned, assignee, due date and status.

The second briefing, entitled the Contract Business Status Review (CBSR), shall include a discussion of the CSR, the schedule of business-related data items, contract actions outstanding and completed, business-related correspondence and business-related action items.

The Contractor shall submit agenda items and minutes for the reviews in advance. The agenda shall be submitted to the Contracting Officer not later than five (5) business days prior to the review, and minutes shall be distributed to the Contracting Officer within five (5) days of the

review.

#### **H.15 INDEMNIFICATION PURSUANT TO PUBLIC LAW 85-804**

The work performed under this contract will not be considered an unusually hazardous risk within the definition of Public Law 85-804 or Federal Acquisition Regulation 50.4. Offers that condition acceptance of the offer or award of the contract on receipt of indemnification pursuant to Public Law 85-804 will be considered unacceptable and not eligible for award.

#### **H.16 AWARD FEE**

The award fee pool will be capped at the amount proposed in the Contractors proposal and as incorporated in Section B. In the event that the Contractor does not earn the maximum amount of a respective pool, the amount available will roll over for the next Performance Period Review. However, it will only be available within the performance period of one year.

#### **H.17 PERFORMANCE INCENTIVE FEE**

(To be provided by the Contractor, and incorporated herein, at the time of proposal)

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, 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. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) (the Official General Services Administration (GSA) site of the Federal Acquisition Regulations (FAR)); [www.dot.gov/ost/m60/tamtat/tar.htm](http://www.dot.gov/ost/m60/tamtat/tar.htm) (the Official DOT Site of the Transportation Acquisition Regulations (TAR)). The FAR is for reference only.

#### **SECTION I - CONTRACT CLAUSES**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontracting Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Governments Interest When	JUL 1995

	Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post- Retirement Benefits Other Than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirement for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	OCT 1997
52.216-7	Allowable Cost and Payments	FEB 2002
52.217-8	Option To Extend Services	AUG 1989
52.217-9	Option To Extend the Term of the Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2001
2.219-14	Limitations on Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor.	AUG 1996
52.222-26	Equal Opportunity.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	MAR 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases.	JUL 2000
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Rights in Data-General	JUN 1987
52.227-17	Rights in Data- Special Work	JUN 1987
52.228-5	Insurance - Work on a Government Installation.	JAN 1997
52.229-3	Federal, State, and Local Taxes.	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999

52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAR 2001
52.242-13	Bankruptcy.	JUL 1995
52.243-1	Changes – Fixed-Price (Alternate I)	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.245-2	Government Property (Fixed-Price Contracts) Alternate I	DEC 1989
52.246-20	Warranty of Services	MAR 2001
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL  
CONTRACTOR REGISTRATION (MAY 1999)**

*(a) Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

*(b) Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

*(c) Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated

Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, 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 the Contractor's EFT information was incorrect, or was revised within 30 days 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 shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released 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.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that 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 (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of

formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.4 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

#### **I.5 TRANSPORTATION ACQUISITION REGULATIONS (TAR) CLAUSES INCORPORATED BY REFERENCE:**

<b>CLAUSE #</b>	<b>TITLE</b>	<b>DATE</b>
1252.209-70	Disclosure of Conflicts of Interest	OCT 1997
1252.216-71	Determination of Award Fee	OCT 1997
1252.216-72	Performance Evaluation Plan	OCT 1997
1252.216-73	Distribution of Award Fee	OCT 1997
1252.237-70	Qualifications of Employees	OCT 1994
1252.237-72	Prohibition on Advertising	JAN 1996
1252.242-72	Dissemination of Contract Information	OCT 1994
1252.242-73	Contracting Officer's Technical Representative	OCT 1994
1252.245-70	Government Property Reports	OCT 1994

### **SECTION J - LIST OF ATTACHMENTS**

#### **LIST OF ATTACHMENTS**

- Attachment Number 1 -- Statement of Objectives
- Attachment Number 2 - Performance Work Statement (to be provided by the Contractor)
- Attachment Number 3 - Resumes for Key Personnel (to be provided by the Contractor)
- Attachment Number 4 - Contract Operation Statement of Objectives
- Attachment Number 5 - Contract Management Plan, Cost Management Plan, Data Management Plan, Facilities and Resources Plan, Performance Management Plan, Quality Assurance Plan, Staffing Plan (to be provided by the Contractor)
- Attachment Number 6 -- Performance Metrics Statement of Objectives
- Attachment Number 7 - Performance Metrics (to be provided by the Contractor)
- Attachment Number 8 -- Small Business and Small Disadvantaged Business Subcontracting Plan

**Attachment Number 1**

**Statement of Objectives**

**Revised 10-28-02**

## STATEMENT OF OBJECTIVES

### BACKGROUND

The Transportation Security Administration (TSA) seeks a qualified firm to provide a full range of Human Resources (HR) services for TSA applicants and employees, excluding Executive level staff and the Federal Air Marshal Service (FAMS). The TSA workforce is currently statutorily established at 45,000 Full Time Permanent (FTP) located throughout the Nation, including all fifty (50) States, the District of Columbia, the U.S. Virgin Islands, Puerto Rico, Guam, Pago Pago, Midway and the Mariana Islands. There will be a higher number of actual employees due to part-time and temporary personnel. The total number of employees is estimated at 67,000, as requested in the President's fiscal year 2003 budget. As TSA's responsibilities change to include other modes of transportation, this number may change. TSA seeks a firm with a demonstrated history of successful implementation of projects of similar scope and magnitude. The Contractor will be required to meet or exceed legislative requirements of the Aviation and Transportation Security Act (ATSA), Pub. Law 107-71.

### OBJECTIVES

TSA is seeking HR services to include the entire range of Federal HR functions in a non Title V excepted service environment. These services are to be provided in two sections.

Section One (1) is for recruitment, qualification and examination of all categories of employees. This section includes initial and attrition recruitment, (including merit staffing) qualification, examination, testing, and assessment. The workforce is comprised of Security Screeners, Law Enforcement Officers (LEO) and other professional, administrative, technical and support personnel. Attrition among Security Screeners, who make up the largest employee group, is expected to be 25% per year. The annual attrition rate for all other parts of the workforce is estimated to be 8-10%. For LEOs, TSA is awaiting further direction from Congress. If Federal LEOs are used for checkpoint security, they are expected to be the second largest employee group with an estimated workforce of up to 3,000. Of the target LEO workforce, we expect 2,000 to 2,500 will have to be recruited, assessed and processed for entry-on-duty during the first year of this contract. Only Security Screeners and LEOs are expected to require specialized testing and assessment prior to hiring.

Section Two (2) is for full-service federal HR operations for all TSA employees, excluding Executive level staff and the FAMS.

### SCOPE OF WORK

#### SECTION I

The contractor shall provide the following services:

- A. Meet all Federal requirements for HR functions, including merit principles, excepted service appointments, veterans' preference and the Rehabilitation Act.
- B. Provide TSA with the timely hiring of a diverse and well-qualified workforce, including "difficult to fill" positions, by performing staffing functions, including but not limited to:
  - 1. Maintaining an on-line, vacancy announcement, distribution and processing system to announce multiple positions at multiple locations series and pay bands, and to interface with OPM's USAJOBS bulletin board and other job boards or Internet sites. The on-line staffing function must be fully automated to include the capability to issue vacancy announcements, process online applications, make qualification determinations, provide "near-real-time" applicant information (e.g. applicant qualification determination), rate candidates, and generate certificates and notifications of results;
  - 2. Providing a nation-wide applicant scheduling process via outbound and inbound email and telephonic messages;
  - 3. Providing multiple "hotline" numbers for general inquiries from applicants regarding their application status, test scheduling information, assessment center information (directions), and other related inquiries;
  - 4. Providing Interactive Voice Response (IVR) application capability;
  - 5. Providing applicant data from all application sources in a "single-source" applicant data base for generation of management reports;
  - 6. Reviewing and determining candidates' eligibility, qualifications, and veterans' preference;
  - 7. Conducting applicant rating and ranking;
  - 8. Referring highly qualified candidates for assessment and selection based upon client selected criteria and Federal regulatory requirements;
  - 9. Providing "near-real-time" applicant information (e.g. applicant qualification determination);
  - 10. Providing on-line resume accessibility and review by TSA managers and human resources staff;
  - 11. Communicating with candidates regarding the status of their applications.
- C. Conduct assessments (see assessment requirements attached).
- D. Provide support for employee entry-on duty processing as directed by TSA, including but not limited to taking digital photographs for employee identification badges, taking employee fingerprints, distributing background investigation and other personnel forms, and providing instructions to employees, etc.
- E. Maintain professional, accurate, and timely customer service in all dealings; for example:
  - 1. Follows up on customer issues;
  - 2. Seeks to understand customer issues;
  - 3. Takes full responsibility for resolving issues;
  - 4. Adds value beyond customer issues;
  - 5. Assesses underlying customer needs.

- F. Communicate effectively and timely with all customers, including candidates, TSA, and other contractors providing related services to TSA.
- G. Maintain accurate records and report timely to TSA on activities performed under the contract.
- H. Implement, integrate and interface with Federal HR IT systems. Currently those systems include DOT legacy information systems such as Time and Attendance System, Integrated Payroll Personnel System (IPPS), Consolidated Personnel Management Information System (CPMIS), Consolidated Uniform Payroll System (CUPS) and Learning Management System (LMS). A robust and flexible toolset for interface development is required.
- I. Meet Federal e-government initiative requirements.
- J. Provide recommendations for accomplishing TSA goals.

## SECTION II

The contractor shall provide the following services:

- A. Provide full-service federal HR operations for all TSA employees, excluding Executive level staff and the FAMS, comprising a large geographically dispersed and diverse workforce; including but not limited to:
  - 1. Prompt and accurate notification of selection to selected candidates;
  - 2. Orientation and the initial in-processing, Entry On Duty (EOD) functions;
  - 3. Personnel action processing, routing and tracking system and records keeping to provide full reconstruction of actions for third party review that conform to Office of Personnel Management (OPM) and National Archives and Records Administration (NARA) requirements;
  - 4. Creation, maintenance and disposition of Official Personnel Folders that conform to OPM and TSA requirements;
  - 5. Benefits administration, including but not limited to life and health insurance, retirement, Thrift Savings Plan, leave programs, employee assistance program;
  - 6. Workers compensation administration;
  - 7. Core Compensation and pay administration;
  - 8. Performance management administration;
  - 9. HR advisory services to supervisors and managers.
- B. Meet all Federal requirements for HR functions, including merit principles, excepted service appointments, veterans' preference and the Rehabilitation Act.
- C. Maintain professional, accurate, and timely customer service in all dealings; for example:
  - 1. Follows up on customer issues;
  - 2. Seeks to understand customer issues;
  - 3. Takes full responsibility for resolving issues;
  - 4. Adds value beyond customer issues;
  - 5. Assesses underlying customer needs.

- D. Communicate effectively and timely with all customers, TSA, and other contractors providing related services to TSA.
- E. Maintain accurate records and report timely to TSA on activities performed under the contract.
- F. Implement, integrate and interface with Federal HR IT systems. Currently those systems include DOT legacy information systems such as Time and Attendance System, Integrated Payroll Personnel System (IPPS), Consolidated Personnel Management Information System (CPMIS), Consolidated Uniform Payroll System (CUPS) and Learning Management System (LMS). A robust and flexible toolset for interface development is required.
- G. Meet Federal e-government initiative requirements.
- H. Provide recommendations for accomplishing TSA goals.

### **Assessment Requirements**

The contractor is required to conduct pre-employment selection assessment on the eligible and qualified applicants identified through the evaluation of on-line and IVR applications submitted in response to screener and law enforcement officer (LEO) vacancy announcements.

TSA shall specify and/or approve the assessments to be administered including but not limited to written cognitive and non-cognitive examinations, physical ability tests, psychological assessments, and pre-employment interviews. The contractor shall propose in the technical approach the manner in which administration of the assessments will be accomplished, including the most effective and efficient way to deliver the assessments based on staffing plans, anticipated attrition, etc. TSA is open to considering alternative approaches to the existing multiple hurdle systems for Screener and LEO that have been used as long as all critical assessments are provided.

### **Screener Selection**

The current process for selection of security screeners is a multiple-hurdle assessment model that requires successful completion of each phase before moving on to the next: Applicants first complete an automated application/questionnaire (which is considered a test). The next hurdle is the successful completion of multiple-choice assessments (i.e., competencies, English proficiency, and screener aptitudes). Candidates successful in those assessments are then interviewed. Candidates successfully completing the interview receive a contingent job offer. Individuals successful in the interview are then administered a physical abilities assessment and a medical evaluation (including drug urinalysis test). Individuals who successfully complete these assessments are eligible for hiring. All individuals being considered for hiring must successfully complete a background check.

Screener selection has been carried out in the following two ways: 1) an all-in-one assessment center (all assessments are conducted on the same day in one place) and 2) in bifurcated assessment centers, one for the computerized testing phase and one for the interview, physical, and medical phase. The Contractor shall be able to provide both forms of assessment center implementation. TSA is open to additional assessment center methodologies and delivery forms.

## Law Enforcement Selection

The current process for selection of law enforcement officers (LEOs) is a multiple-hurdle assessment model that requires successful completion of each phase before moving on to the next. Applicants must complete an automated application/questionnaire (i.e., test). The next hurdle is the successful completion of three multiple-choice assessments, one cognitive and two non-cognitive. Individuals successful in those assessments are then administered a physical abilities assessment. Candidates successful in that event are then interviewed by TSA specified interviewers.

Candidates successfully completing the interview receive a contingent job offer. Individuals receiving a contingent job offer must then undergo successfully the following to remain in consideration: medical examination (including drug urinalysis test) and psychological evaluation (including in-person interview by licensed PhD psychologist). Information on candidates successful in all assessments is presented to selecting official(s) (on paper) in a meeting facilitated by the Contractor in which selection decisions are made.

Specific components of the process for screener and LEO selection are elaborated below.

### Assessment Logistics and Materials

The Contractor shall provide all staff and materials required to efficiently and effectively administer and manage all components of the assessment process. Acceptable performance requires that sufficient supplies are on hand to ensure that the assessment center(s) and all related activities are conducted without interruption. In addition, TSA shall review and approve site selection for both Phases.

### Assessment Staff

The Contractor shall provide sufficient numbers of appropriately qualified personnel to accomplish designated tasks. Note that these staff are in addition to personnel required as specified below for individual assessment components that may or may not be conducted by subcontractors (e.g., physicians, psychologists, security personnel, etc.)

Acceptable performance requires that all assessment and related activities meet generally accepted professional standards as appropriate as articulated by the *Uniform Guidelines on Employee Selection Procedures*, American Educational Research Association, American Psychological Association, National Council on Measurement in Education *Standards for Educational and Psychological Testing*, Division 14 of the American Psychological Association's *Principles for the Validation and Use of Personnel Selection Procedures*; and the *Guidelines and Ethical Considerations for Assessment Center Operations*; hereinafter collectively referred to as "generally accepted professional standards."

## **Assessment Center Security**

The Contractor shall provide all security needs, including personnel and procedures, to ensure that all assessments are administered in a safe and secure environment. Acceptable performance requires that assessment materials (tests, scoring information, etc.) are kept secure at all times and that no information is obtained by or made available to applicants or others inappropriately. Test security shall be maintained consistent with generally accepted professional standards. Acceptable performance also requires that security personnel are available to respond to any problematic situations with applicants (e.g., an individual not scheduled for testing trying to get into the center or an individual who becomes disruptive at any time).

### **Written Examinations – Screener and LEO**

The Contractor must be able to administer TSA provided assessments, TSA approved proprietary tests from other contractors, and/or any of its own tests which TSA has approved for use in these programs. Administration must include paper-and-pencil test administration as well as computer based delivery and scoring. The Contractor shall administer all examinations consistent with the protocol established by TSA. The Contractor shall develop (where necessary) and conduct test administrator and proctor training and ensure that all persons handling test material are certified to do so. The Contractor shall also coordinate the flow of applicants in and out of the testing room(s), and the scoring of the written examinations.

Acceptable performance requires that tests be administered consistent with generally accepted professional standards. Acceptable performance also requires that test scoring be accurate with no errors and that test results are obtained and processed consistent with the schedule for performing the qualifications review to determine eligibility for consideration in Phase II.

### **Physical Testing – Screener and LEO**

The Contractor shall procure necessary equipment (where necessary) and qualified personnel to administer and score the physical test assessments and incorporate the physical test assessment results into master applicant database and assessment databases. Test administration shall be conducted consistent with TSA specifications including the use of TSA approved scripts, forms, etc.

Acceptable performance requires that this test(s) be administered consistent with generally accepted professional standards and TSA designated protocol with no deviations. Acceptable performance also requires that any equipment required be precisely constructed consistent with the protocol.

### **Interview – Screener and LEO**

The Contractor shall provide and manage the interview portion of the process, including coordinating flow of applicants in and out of interview rooms; recruitment and retention of Subject Matter Experts or trained employment interviewers to conduct interviews, in some cases in conjunction with TSA provided personnel. All interview content will be provided or approved

by TSA. The Contractor shall work with TSA to continuously improve and update the interview, rating scales, and documentation for the Screener position. Alternate forms are required. TSA will consider alternative interview forms and formats (i.e., telephonic interviews) proposed by the Contractor. In addition, the Contractor shall develop and implement interviewer training, which will be approved by TSA.

Acceptable performance requires that this process be conducted consistent with generally accepted professional standards. Acceptable performance also requires that interviews be completed in the designated timeframe and that all interview results are incorporated into the database(s) by 8am the day after the interview was conducted.

### **Medical Evaluation – Screener and LEO**

The Contractor shall manage and conduct all aspects of the medical evaluation and any follow-up evaluation required of applicants. This includes providing medical equipment, facilities and qualified personnel to administer the medical history collection and medical evaluation, and to make a determination of applicants' medical qualification. This evaluation is to include a drug urinalysis test. The Contractor will ensure that the drug test results are negative prior to an individual entering on duty (unless specified otherwise by TSA). TSA will provide the protocol to be followed in the conduct of this medical evaluation. The Contractor shall ensure that the results of these evaluations are incorporated into the applicant database and maintained in "real time" to ensure timely follow-up and availability of medically qualified candidates for further consideration. The Contractor shall provide a process for applicants put on "Medical Hold" to follow up with additional medical information that will enable them to either be put in an "active" status or disqualified. The Contractor shall provide medical review officer verification for all medical test/evaluation conducted.

Acceptable performance requires that medical results (including drug test results) be incorporated into the database(s) within two calendar days of the examination. Acceptable performance also requires that the Contractor conduct follow-up to ensure that applicants on a "medical hold" are monitored through the completion of the process until either disqualified or considered to meet the medical requirements.

### **Psychological Evaluation – LEO Only**

The contractor shall manage the conduct of this component, including coordination of applicants in and out of the interview rooms, processing of applicant results, and maintenance of related materials in applicant assessment files. The contractor shall also provide PhD level clinical psychologists to conduct the interviews and also a lead Psychologist to perform the following activities:

- Provide licensed psychologists to conduct in-person interviews of and make recommendations regarding LEO applicants' psychological and emotional suitability for the work to be performed.
- Schedule participating psychologists to conduct psychological evaluation of applicants on-site at TSA LEO assessments, ensuring sufficient overlap in scheduling so that there is not an entirely "new" group of psychologists starting at one time.

- Develop and conduct, in collaboration with designated TSA staff, training and orientation for participating psychologists, including training in use and interpretation of designated psychological assessments and the structured psychological interview, and the relevant TSA assessment center policies and procedures for assessing candidates.
- Consult with participating psychologists on candidates requiring additional review prior to making the selection recommendation.
- Review psychological interview results and assessor recommendations to ensure consistency across interviewers and sites.
- Ensure that psychological evaluations and submission of candidate recommendations are provided timely during assessment and that all associated documentation is handled consistent with applicable policies and procedures.
- Ensure that administrative tasks required for psychologist assessor employment, scheduling, compensation, travel and any other required tasks are completed timely.
- Provide recommendations for process improvements as requested throughout and subsequent to assessment centers.
- Provide feedback and answer inquiries regarding individual candidates as requested or required during and subsequent to the assessment center.

Acceptable performance requires that this process meet generally accepted professional standards. Acceptable performance also requires that psychological evaluation results are utilized appropriately in the overall process, i.e., only those candidates meeting specifications for this portion of the process receive additional consideration, appropriate data are entered into specified database(s), and all applicant and psychologist materials are filed appropriately in assessment files distinct from the personnel files.

#### **Applicant Exit from Assessment- Screener and LEO**

The Contractor shall manage the exiting of applicants at the conclusion of each Phase and/or component of assessment process. The Contractor shall ensure that the exiting applicant has the appropriate information about his/her status and is aware of next steps if the individual is still in consideration or retest opportunities if disqualified.

Acceptable performance requires that applicants receive accurate information about their status and about next steps and that any applicants who appear to be agitated or disruptive are handled in a manner that ensures everyone's safety and minimal disruption. Acceptable performance also requires that the Contractor obtains accurate contact information upon applicant exit to facilitate follow-up contact.

#### **Applicant Processing – Screener and LEO**

The contractor shall provide to and collect from applicants all necessary paperwork, including background investigation and other forms and questionnaires, the applicant's complete resume, DD-214 (military discharge), Veterans Administration letters if applicable, SF-50 to indicate former or current Federal employment, salary documentation needed to set pay, and other documentation consistent with the protocol to be provided by TSA. At a minimum, the Contractor shall also provide results to the applicants at the conclusion of the following portions

of the process; 1) written testing; 2) qualifications determinations 3) physical test; 4) interview; and 5) medical evaluation. Specific protocols and scripts for the provision of this information, including when and how the information is conveyed, will be developed jointly subsequent to contract award.

The Contractor shall be responsible for determining and knowing the status of all applicants on an on-going basis.

Acceptable performance requires that applicants receive information about their status timely and consistent with specified protocols and that associated inquiries or related issues are addressed within two business days. Acceptable performance also requires that TSA be kept apprised of the numbers of applicants in various stages of the process and that other applicant information is provided as specified elsewhere in this SOO.

### **Selection Panels – Screener and LEO**

The contractor shall prepare a selection certificate (on specified dates with the information and list of candidates available by the deadline established) in accordance with TSA specified rostering criteria. Where a selection panel is used, candidates are presented to the selection panel with a Contractor representative present. The Contractor shall coordinate with selecting officials and panels in cases where the same candidates have applied for more than one airport. While selecting panels are negotiating selections, the Contractor shall provide advice regarding guidelines and restrictions, salary setting, and any additional information that may be necessary for the panel completion. The Contractor shall coordinate and facilitate the selection process with TSA selecting officials for purpose of identifying candidates who will receive job offers and providing HR consultation as needed. This process shall be consistent with a protocol to be provided by TSA.

Acceptable performance requires the Contractor to: document all determinations leading to preparation of a certificate and to provide full reconstruction for TSA HR review and audit purposes. Candidates must be properly certified on the selection certificate in accordance with veterans' preference rules, business rules established at the assessment center, and assessment results. Advice and recommendations provided to the selecting officials and panels on-site must be consistent with established TSA policies and procedures as well as any other applicable laws and statutes.

### **Miscellaneous Requirements**

The Contractor shall ensure the safe, professional, and efficient administration of all aspects of assessment administration and applicant processing. This shall include, but is not limited to:

- Ensuring that all assessments are being conducted appropriately;
- Ensuring that all assessments are administered in a fair, valid, and reliable manner;
- Ensuring that all applicants are provided an environment in which they can perform their best;
- Ensuring that all assessment center disruptions, incidents, applicant complaints, etc. are documented;

- Making ongoing recommendations to TSA on ways to improve the assessment process; and
- Handling all applicant assessment concerns and assessment administration problems, etc. in a professional and timely manner.

Acceptable performance requires that applicants have no bases for challenging assessment outcomes based on Contractor performance, that TSA is kept informed throughout the process and that potential process improvements be identified and brought to TSA's attention as soon as practicable.

The Contractor shall provide data analyses and summary reports as requested by TSA regarding the applicant flow, adverse impact, the success of various demographic groups (e.g., Veterans) during the applicant process, other pass/fail analyses, and/or reliability and validation analyses.

**Attachment Number 2**

**Performance Work Statement**

**Attachment Number 3**

**Resumes of Key Personnel**

Robert J. Lavigna, IPMA-CP  
CPS Human Resource Services

### Education

Ph.D. studies, Human Resource Management (HRM), University of Wisconsin, Madison, WI  
(20 credits completed)

M.S., HRM -- Cornell University School of Industrial and Labor Relations, Ithaca, NY

B.A., Public Affairs/Accounting -- George Washington University, Washington, DC

### Experience

Senior Manager for Client Services, CPS Human Resource Services (2001-present)

Administrator of Merit Recruitment and Selection, State of Wisconsin (1991-2001)

Assistant to the Assistant Comptroller General of the United States, U.S. General Accounting  
Office (GAO; 1988-1991)

GAO Executive Development Program, Cornell University (1987-88)

Director of Human Resources, Washington Regional Office, GAO (1984-87)

Senior Program Evaluator, GAO (1982-84)

Recruiting/Training Coordinator, GAO (1980-82)

Auditor/Evaluator, GAO (1974-80)

### Individual Awards and Honors

"Public Official of the Year," *Governing Magazine* -- 2000

"Stockberger Achievement Award," International Personnel Management Association -- 2000  
*Who's Who in America* -- 2000-02

"Outstanding HR Practitioner," American Society for Public Administration (ASPA) -- 2000

"Rooney Leadership Award," National Assoc. of State Personnel Executives (NASPE) -- 1999

IPMA/Canadian Public Personnel Management Assoc. *Personnel Exchange Program* -- 1998

"Administrator of the Year," ASPA, Wisconsin Capital Chapter -- 1995

"Henry Toll Fellowship," Council of State Governments -- 1994

"Karl Wettengel Award" for outstanding contributions to personnel, IPMA -- 1994

"Master's Thesis Award," Society for Human Resource Management (SHRM) -- 1990

"Comptroller General's Equal Employment Opportunity Award," GAO -- 1988

"Outstanding Achievement Awards"/Performance Bonuses (11), GAO -- 1976-90

### Organizational Awards

"Minority Employer of the Year," Milwaukee Urban League -- 1998, 1999

"Best Practice Leadership Award," Saratoga Institute -- 1996

Ford Foundation "Innovations In American Government Award" National Finalist -- 1995

"Best Practices Award," SHRM -- 1995

"Exemplary State and Local Government Award," ASPA National Center for Public  
Productivity -- 1994

"Rooney Innovation Award," NASPE -- 1994

Ford Foundation "Innovations In Government Award" National Semifinalist -- 1994

Council of State Governments "Innovations Award" Regional Finalist -- 1993

### Professional Activities

National President-elect, IPMA (2003)  
Chair, IPMA/NASPE *Benchmarking and Best Practices Committee*  
IPMA Executive Council  
Past Chair, ASPA Section on Personnel and Labor Relations  
Past President, IPMA Central Region  
Past President, ASPA Wisconsin Capital Chapter

### Speeches and Presentations

Frequently invited to present at national and international conferences sponsored by organizations such as the National Governors' Association, the International Personnel Management Association, *Governing* magazine, the American Society for Public Administration, the National Association of State Personnel Executives, the International Quality and Productivity Center, the Office of Personnel Management, and others.

### Publications

Best Practices in Public Sector Human Resources," *Public Personnel Administration: Problems and Prospects*, 4<sup>th</sup> edition, 2002  
Recruiting and Retaining Talent in Wisconsin State Government," *Human Resource Management*, 2002  
ASPA On-line columns – "Public Sector HR," 2001-02  
(<http://www.aspanet.org/publications/COLUMNS/archives/index.html>)  
"HR Benchmarking," *Personnel View*, 1999  
"Civil Service Reform," *Periscope* (ASPA), 1998  
"Creating a Responsive Personnel System," *Public Administration Times*, 1996  
"Recruiting the Best and Brightest," *Public Personnel Management*, 1996  
"Assessing Managers' Satisfaction with Staffing Services," *Personnel Psychology*, 1995 (co-authored with Dr. Herbert G. Heneman, University of Wisconsin)  
"Interview: The Excellence Award Winner," *Public Personnel Management*, 1995  
"Recruiting the Best and the Brightest: Reinventing Wisconsin's Hiring System," 1995  
(brochure produced in cooperation with the Ford Foundation)  
"Predicting Job Performance," *Public Personnel Management*, 1992  
Principal author of several GAO reports to the Congress

**Attachment Number 4**  
**Contract Operation Plans**

## CONTRACT OPERATION PLANS

The Contractor shall submit Contract Operation Plans no later than ten (10) days after award. The plans shall be maintained and updated, as needed, throughout the life of this contract. Each plan shall not exceed ten (10) pages.

### 1. CONTRACT MANAGEMENT PLAN

The Contractor shall designate a single Program Manager with the full responsibility, authority and accountability for the control and coordination of all work performed under the contract. At a minimum, this sub-section of the plan shall address total staffing levels, span of control, chain of command, optimum organizational structure, degree of delegation of authority, and means to optimize responsiveness to the customer and assure effective communications and feedback. Clear lines of authority shall be established.

### 2. COST MANAGEMENT PLAN

The Contractor shall establish and maintain a contract cost control system and Cost Status Report (CSR), which identifies budgets and incurred costs at the Section 1 and 2 levels. The system shall be used to schedule and track cost milestones, and accumulate expenditures against these milestones. Summary costs shall be included along with other program costs. The Contractor's cost management controls shall include internal policies and procedures, and a process for maintaining, analyzing, modifying and reporting plans, budgets, work authorizations, and cost accumulations.

The Contractor shall submit a monthly Cost Status Report (CSR) to the CO.

### 3. DATA MANAGEMENT PLAN

The Contractor shall manage and administer submission of data items required by this Contract. Data items consist of reports, analyses, articles, schedules, or other information that is provided on paper, electronic and other media used to record information. The Data Item Descriptions (DID's) are provided in Section J of this contract. The DID's prescribe the content and format for the data items.

The Contractor shall provide a Data Management Plan that includes:

1. The Contractor's approach to managing submission of data items.
2. Data management organization.
3. Configuration control for data items.

The Contractor shall manage and administer submission of data items required by the contract. These data items are the cost, schedule, and other contract management reports the TSA requires for management and administration of this contract.

### 4. FACILITIES AND RESOURCES PLAN

The Contractor shall provide a detailed plan that describes the distribution of facilities and resources required to house and support the work force assigned to the contract. The plan shall address, as appropriate:

1. Building and offices.
2. Office and technical support equipment.
3. PC's.
4. Technical libraries.
5. Vehicles.
6. Training facilities.
7. Security elements.
8. Conference facilities.

## **5. PERFORMANCE MANAGEMENT PLAN**

The Contractor shall establish and maintain a contract performance scheduling and reporting system. The system shall be used to schedule and track the performance of work under the contract. The Contract Performance Report (CPR) shall identify individual segments of work to be performed by the Contractor, a start date, significant milestones, estimated completion date, a brief narrative regarding the status for each segment, and the actual completion date. Constraints and interdependencies among milestones shall be identified. The Contractor shall update the CPR on a monthly basis and deliver it to the Contracting Officer.

## **6. QUALITY ASSURANCE PLAN**

The Contractor shall provide a Quality Assurance Plan that includes:

1. The Contractor's approach to quality assurance.
2. Quality assurance policies and procedures.
3. Proposed quality assurance organization, including organizational position.
4. Schedule for implementation of organization and procedures.
5. Identification of any existing quality programs.

## **7. STAFFING PLAN**

The Contractor shall provide a detailed staffing plan setting forth personnel assignments by name, title, organizational code, location, e-mail address and telephone number. The plan shall include a separate section detailing the responsibilities of each Key Person. The Contractor shall place emphasis on establishing and maintaining an effective group of Key Personnel. Key Personnel shall be separately identified on all detailed staffing plans submitted to the TSA. A Key Personnel Clause is contained in Section H of this contract. The Contractor shall provide sufficient numbers of appropriately qualified personnel to accomplish designated tasks. TSA reserves the right to review resumes and other information regarding qualifications of all Contractor and subcontractor staff and to request alternative or replacement personnel as deemed to best serve Agency needs.

**Attachment Number 5**

**Contract Management Plan,  
Cost Management Plan,  
Data Management Plan,  
Facilities and Resources Plan,  
Performance Management Plan,  
Quality Assurance Plan, Staffing Plan**

Transportation Security  
Administration

Contract Operation Plans

January 15, 2003



Submitted by:



CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Phone: 800-822-4277  
Fax: 916-263-3613  
Fed. Tax ID#:68-0067209

Robert Lavigna  
National Program Manager  
(608) 273-1613

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*Note: The following plans describe how CPS and our subcontractor team will manage the section 1 contract. The plans follow the outline provided by TSA and describe our approach to each of the seven plan areas. We describe the overall CPS strategy and, where appropriate, describe the specific approaches our key subcontractors will take. Our assumption in preparing the plans is that they are "living" documents, subject to discussion with TSA and modification as we proceed with development and implementation of the total TSA hiring solution.*

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**Attachment Number 6**

**Performance Metrics  
Statement of Objective**

**Revised 10-28-02**

## PERFORMANCE METRICS STATEMENT OF OBJECTIVES

Offerors shall prepare a set of performance metrics that demonstrate the Offeror's ability to provide high quality, customer focused HR services. These performance metrics should include, but not be limited to, the following areas:

- Recruitment, qualification, and examination
- Assessment results (e.g. reasons candidates failed assessment)
- Personnel processing
- Benefits processing
- Workers' compensation claim processing
- Customer communication
- Management information reporting

The Offeror is responsible for providing metrics for human capital management. Metrics should address at a minimum:

- Size and shape of the workplace, including, but not limited to: the distribution of employees by pay level, attrition rates, retirement rates and projected eligibility by employee pay level, and ratio of managers to employees.
- Attrition rates, retirement rates, and projected retirement eligibility of agency leaders.
- Data on the distribution of performance appraisal ratings, such as the mean, mode, and standard deviation of scores.
- Average time required to fill vacancies.
- Acceptance rates among job candidates to whom positions are offered.
- Data on the number, size, and cost of bonuses, incentives, and other awards.
- Data from employees satisfaction surveys and focus groups.
- Data from exit interviews.
- Information technology expenses, such as equipment cost, contractor support, upgrades, and training.
- Statistics on grievances and findings over time.
- Number of cases handled and/or resolved via alternative dispute resolution (ADR) programs.
- The agency's total human capital cost in dollars and as a percentage of total budgets.
- Percentage of operations budget spent on recruitment.
- Cost of promotions and other pay increases.

In addition to reviewing internal data, the contractor should be able to benchmark their human capital data against those of high performing public and private sector organizations with comparable missions and circumstance.

# **Attachment Number 7**

## **Performance Metrics**

**Attachment Number 8**

**Small Business and  
Small Disadvantaged Business  
Subcontracting Program**

SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PROGRAM

CORPORATE PLAN [ ] CONTRACT PLAN [ ] DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION OR CONTRACT  
NUMBER: \_\_\_\_\_

ITEM/SERVICE: \_\_\_\_\_

TOTAL ANNUAL SALES: \$ \_\_\_\_\_

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. a) Total estimated dollar value of all planned subcontracting (to all types of business concerns) under [ ] this corporate plan [ ] this contract plan: \$ \_\_\_\_\_.

b) Estimated dollar value of subcontracting goals planned for [ ] this corporate plan [ ] this contract plan.

(i). Small Business Concerns (do not include Small Disadvantaged business concerns):  
\$ \_\_\_\_\_; Percentage of amount in 1.a: \_\_\_\_\_%.

(ii). Small Disadvantaged Business Concerns: \$ \_\_\_\_\_; Percentage of amount in 1.a: \_\_\_\_\_%.

c) The following principal products and/or services will be subcontracted under [ ] this corporate plan [ ] this contract plan, and the distribution among small, small disadvantaged, and other than small businesses is as follows:

Small Business Concerns: (provide a narrative)

Small Disadvantaged Business Concerns: (provide a narrative)

Other than Small Business Concerns: (provide a narrative)

d) The following method was used in developing subcontract goals:

[Explain how the product and service areas to be subcontracted were established; how the areas to be subcontracted to small and small disadvantaged business concerns were determined; and how small and small disadvantaged business concerns capabilities were determined, to include identification of source lists utilized in making those determinations.]

(Provide a narrative)

e) Indirect and overhead costs:

have been  have not been included in the goals specified in 1.b.(i) and (ii) above. (It is suggested overhead costs be included.)

f) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.

(Provide a narrative)

2. The following individual will administer the subcontracting program:

NAME: \_\_\_\_\_

ADDRESS & TELEPHONE NO.: \_\_\_\_\_

TITLE: \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and the monitoring of performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

a) Developing and maintaining bidders listed of small and small disadvantaged business concerns from all possible sources, to insure individuals will have an equitable opportunity to complete for subcontracts.

b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.

c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.

d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business and small disadvantaged business participation.

e) Ensuring periodic rotation of potential subcontractors on bidders lists.

f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

i) Conducting or arranging for conducting of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

j) Monitoring attainment of proposed goals.

k) Preparing and submitting required periodic subcontracting reports.

l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.

m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.

n) Additions to (or deletions from) the duties specified above are as follows: (Provide a Narrative)

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

a) Outreach efforts have been or will be made as follows:

(i). Contacts with minority and small business trade associations.

(ii). Contacts with business development organizations.

(iii). Attendance at small and minority business procurement conferences and trade fairs.

(iv). Sources will be requested from SBA's PASS System.

b) The following internal efforts will be made to guide and encourage buyers:

(i). Workshops, seminars and training programs will be conducted.

(ii). Activities will be monitored to evaluate compliance with this subcontracting plan.

c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

d) Additions to (or deletions from) the above listed efforts are as follows: (Provide a narrative)

4. The bidder (contractor) agrees that the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the Contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals", contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

a) Small and Small Disadvantaged Business Concern source lists, guides and other data identifying Small and Small Disadvantaged Business Concerns.

b) Organizations contacted for small and small disadvantaged business sources.

c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation:

1) whether small business concerns were solicited, and if not, why not;

2) whether small disadvantaged business concerns were solicited, and if not, why not;

3) reasons for failure of solicited small or small disadvantaged business concerns to receive the subcontract award.

d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at Small and Minority Business Procurement Conferences and trade fairs.

e) Records to support internal activities to guide and encourage buyers; Workshops, Seminars, training programs, etc. Monitoring activities to evaluate compliance.

f) On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.

g) Records to be maintained in addition to the above are as follows:

(Provide a narrative)

SIGNED: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLAN ACCEPTED BY: \_\_\_\_\_

Contracting Officer

DATE: \_\_\_\_\_

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-021001		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S.W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than item 8) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
		10B. DATED (SEE ITEM 13) 12/26/2002
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 13, 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)

06X2801000-2003-06102BAOPA03-3C24000000-25431-99.70.AD Increase \$5,936,020.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-18 Availability of Funds
	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 provide funding for the period of the continuing resolution from January 12, 2003 through January 31, 2003 in the amount of \$5,936,020.00

The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/22/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0092	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-021006 & 03-021011		5. PROJECT NO. (If applicable)
5. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than Item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815			( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
				10B. DATED (SEE ITEM 11) 12/26/2002
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)  
06X2801000-2003-06102BAOPA03-3C24000000-25431-99.70.AD-06 Increase \$2,077,600.00 and \$3,858,400.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( <input checked="" 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
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-18 Availability of Funds
	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.)

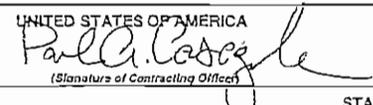
The purpose of this modification is to provide funding for the period of the continuing resolution from February 1, 2003 through February 20, 2003 in the amount of \$5,936,000.00, therefore,

a) This contract is funded in the amount of \$5,936,000.00. The total amount funded is as follows:

FROM	BY	TO
\$13,356,020.00	\$5,936,000.00	\$19,292,020.00

The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/14/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-021-015.00		5. PROJECT NO. (If applicable)
8. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815,		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
			10B. DATED (SEE ITEM 13) 12/26/2002	
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)  
06X2801000-2003-06102BAOPA03-3C24000000-25431-99.70.AD-06 Increase \$11,500,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause G.5 Incremental Funding
	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 heading, including solicitation/contract subject matter where feasible.)

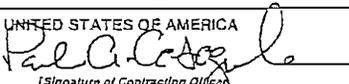
The purpose of this modification is to provide incremental funding from February 21, 2003 through March 31, 2003 in the amount of \$11,500,000.00, therefore,

a) This contract is funded in the amount of \$11,500,000.00. The total amount funded is as follows:

FROM	BY	TO
\$19,292,020.00	\$11,500,000.00	\$30,792,020.00

The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/3/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
			10B. DATED (SEE ITEM 13) 12/26/2002	
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)

No Increase or Decrease in Funding

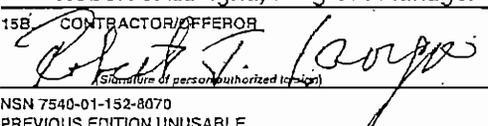
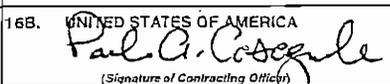
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 243-2 Changes - Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 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 correct Section B, Prices/Cost and delete the base and award fees applied to the Other Direct Costs (ODC). Section B, Prices/Costs is hereby changed as follows:

15A. NAME AND TITLE OF SIGNER (Type or print) Robert J. Lavigna, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5-27-03	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6-2-03

1. Section B "Supplies or Services and Prices", change Contract Line Item (CLIN) 0001 through 4002 as follows:

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
0001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP*	[REDACTED]	b4
0001aa	Base Fee	[REDACTED]		[REDACTED]	
0001ab	Award Fee	[REDACTED]		[REDACTED]	b4
0002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]	
Estimated Total for Base Year				\$106,515,275.00	

\*NSP- Not Separately Priced

OPTION YEAR ONE (1)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	
1001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]	b4
1001aa	Base Fee	[REDACTED]		[REDACTED]	
1001ab	Award Fee	[REDACTED]		[REDACTED]	b4
1002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]	
Estimated Total for Option Year 1				\$106,948,944.00	

OPTION YEAR TWO (2)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
2001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]
2001aa	Base Fee	[REDACTED]		[REDACTED]
2001ab	Award Fee	[REDACTED]		[REDACTED]
2002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]
Estimated Total for Option Year 2				\$108,529,185.00

b4

b4

OPTION YEAR THREE (3)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
3001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]
3001aa	Base Fee	[REDACTED]		[REDACTED]
3001ab	Award Fee	[REDACTED]		[REDACTED]
3002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]
Estimated Total for Option Year 3				\$110,185,654.00

b4

b4

OPTION YEAR FOUR (4)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
4001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED] b4
4001aa	Base Fee	[REDACTED]		[REDACTED]
4001ab	Award Fee	[REDACTED]		[REDACTED] b4
4002	Other Direct Costs (ODC) G&A	[REDACTED]		[REDACTED]
Estimated Total for Option Year 4				[REDACTED]
Estimated Contract Grand Total				\$544,101,453.00

2. Section F "Deliveries or Performance", add the following:

The period of performance for this contract is extended from March 31, 2003 through June 30, 2003.

3. Section I, "Contract Clauses":

Incorporate by reference into this contract FAR 52-243-2, Changes-Cost Reimbursement (AUG 1987)

4. The total amount funded on this contract remains unchanged.

5. The total estimated dollar value of the base year of this contract is decreased:

FROM	BY	TO
\$108,332,093.00	\$1,816,818.00	\$106,515,275.00

6. The total estimated dollar value of this contract, base year and all option years, is decreased:

FROM	BY	TO
\$553,579,743.00	\$9,478,290.00	\$544,101,453.00

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-012012	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815			( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
CODE/FACILITY CODE				10B. DATED (SEE ITEM 11) 12/26/2002

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)

N/A

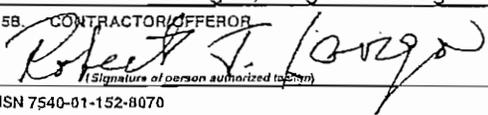
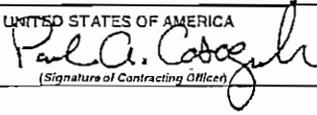
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( <input checked="" 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
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 243-2 Changes - Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate English Proficiency, Normal Personality and Psychological assessments into this contract. The Contractor shall provide all labor, equipment and materials to furnish these assessments in accordance with the attached work state. The total estimated cost for the assessments, for the base year and all option years, is as follows:

15A. NAME AND TITLE OF SIGNER (Type or print) Robert J. Lavigna, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5-27-03	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6-2-03

1. The total estimated costs for the addition of the English Proficiency, Normal Personality and Psychological assessments are:

	Base Year	Option Year 1	Option Year 2	Options Year 3	Option Year 4
CLIN 0001					
Base Fee					
Award Fee					
ODC/					
Estimated Total	\$4,877,935.00	\$4,908,373.00	\$4,939,784.00	\$4,972,765.00	\$5,007,396.00

b4

2. Section B "Supplies or Services and Prices", Contract Line Item (CLIN) 0001 through 4002, is hereby changed as follows:

CLIN	Supply/Services	Quantity	Unit Price	Cost
0001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.		NSP*	
0001aa	Base Fee			
0001ab	Award Fee			
0002	Other Direct Costs (ODC) G&A			
Estimated Total for Base Year				\$111,393,210.00

b4

b4

\*NSP- Not Separately Priced

OPTION YEAR ONE (1)

SECTION 1

Cost Reimbursement

CLIN	Supply/Services	Quantity	Unit Price	Cost
1001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.		NSP	
1001aa	Base Fee			
1001ab	Award Fee			
1002	Other Direct Costs (ODC) G&A			
Estimated Total for Option Year 1				\$111,857,317.00

b4

b4

OPTION YEAR TWO (2)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
2001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED] b4
2001aa	Base Fee [REDACTED]			[REDACTED] b4
2001ab	Award Fee [REDACTED]			[REDACTED] b4
2002	Other Direct Costs (ODC) G&A [REDACTED]			[REDACTED]
Estimated Total for Option Year 2				\$113,468,969.00

OPTION YEAR THREE (3)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
3001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED] b4
3001aa	Base Fee [REDACTED]			[REDACTED]
3001ab	Award Fee [REDACTED]			[REDACTED] b4
3002	Other Direct Costs (ODC) G&A [REDACTED]			[REDACTED]
Estimated Total for Option Year 3				\$115,158,419.00

OPTION YEAR FOUR (4)

SECTION 1

Cost Reimbursement

<u>CLIN</u>	<u>Supply/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
4001	The Contractor shall provide all labor, equipment and materials to provide HR services in accordance with the Statement of Work, See Section J.	[REDACTED]	NSP	[REDACTED]
4001aa	Base Fee [REDACTED]	b4		[REDACTED]
4001ab	Award Fee [REDACTED]			[REDACTED]
4002	Other Direct Costs (ODC) G&A [REDACTED]			[REDACTED]
Estimated Total for Option Year 4				[REDACTED]
Estimated Contract Grand Total				\$568,807,706.00

3. The total funding on this contract remains unchanged.

4. The total estimated dollar value of the base year of this contract is increased:

FROM [REDACTED] BY [REDACTED] TO [REDACTED]

5. The total estimated dollar value of this contract, base year and all option years, is decreased:

FROM [REDACTED] BY [REDACTED] TO [REDACTED]

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			7. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-021-022/03-021036/03-21-052	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590	7. ADMINISTERED BY (If other than item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
		10B. DATED (SEE ITEM 11) 12/26/2002

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)  
See block 14

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 243-2 Changes - Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

1. The purpose of this modification is to incorporate the requirement to provide a job analysis and medical guidelines for Security Screeners in accordance with the attached statement of work in the total amount of \$236,655.00. This item is hereby incorporated as a separately priced contract line item number (CLIN) 0003.

15A. NAME AND TITLE OF SIGNER (Type or print) Robert J. Kavangh, Proj. Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED 6-17-03
16B. UNITED STATES OF AMERICA <i>(Signature)</i>	16C. DATE SIGNED 6/18/03

NSN 7540-01-152-9070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

2. Section C "Description/Specifications", add the following:

Incorporate the attached work statement for Job Analysis and Medical Guidelines for Security Screeners.

3. This contract is funded in the amount of [REDACTED] The total amount funded is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

5. The total estimated dollar value of the base year of this contract is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

6. The total estimated dollar value of this contract, base year and all option years, is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

Funding Codes:

PR 03-021-022 05X0508200-2003-102BAOPA03-3C24000000-25431 \$177,510.00  
PR 03-021036 05X0508200-2003-103GHRAA03-3C24000000-25626 \$26,626.50  
PR 03-021-052 05X0508500-2003-103GHRAA03-3C24000000-25626 \$32,518.50

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-07-221		5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590			7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
				10B. DATED (SEE ITEM 11) 12/26/2002	
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)

05X0508200-2003-102BAOPA02-2B13MC100025305 \$1,800,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 243-2 Changes - Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

1. The purpose of this modification is to incorporate the requirement to provide assessment and evaluation of the candidates for employment of the five (5) Privatized Pilot Program (PP5) airports in accordance with the attached statement of work dated March 30, 2003. The required services will be incorporated on a cost reimbursement basis. Required services for the PP5 airport will be coordinated through the Program Manager/Contracting Officers Representative. The incremental funding of this contract is increased by \$1,800,000.00 for the PP5 assessment and evaluation process.

15A. NAME AND TITLE OF SIGNER (Type or print) Robert J. Lavigne, Program Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED 6-17-03	16B. UNITED STATES OF AMERICA <i>(Signature)</i>	16C. DATE SIGNED 6-18-03

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

2. Section C "Description/Specifications", add the following:

Incorporate the attached work statement for assessment and evaluation of the candidates for employment of the five (5) Privatized Pilot Program (PP5) airports.

3. This contract is funded in the amount of \$1,800,000.00. The total amount funded is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]
Federal Hiring PP5 Total	[REDACTED]	

5. The total estimated dollar value of the base year of this contract is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

6. The total estimated dollar value of this contract, base year and all option years, is increased:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

**Supplement to Attachment 1**  
**Statement of Objectives for PP5**  
**Revised March 30, 2003**

## STATEMENT OF OBJECTIVES

## BACKGROUND

The Transportation Security Administration (TSA) seeks a qualified firm to provide TSA-approved assessment services and related support services for TSA contractor applicants and employees participating in the TSA Privatized Pilot Program (hereafter referred to as "PP5"). In this program, TSA has retained four contractors to conduct passenger and baggage screening operations at SFO, MCI, ROC, JAC, and TUP for the period from November 19, 2002 through November 19, 2004. The total number of screener employees is estimated at approximately 2,600. As TSA's responsibilities and the nature of this program evolves, this number may change. TSA seeks a firm with a demonstrated history of successful implementation of projects of similar scope and magnitude. The Contractor will be required to meet or exceed legislative requirements of the Aviation and Transportation Security Act (ATSA), Pub. Law 107-71.

## OBJECTIVES

TSA is seeking a contractor to provide TSA-approved assessment services for PP5 contractor applicants and employees referred to the contractor by TSA at the request of the PP5 contractors.

Section 1A is for qualification and examination of all screeners. This section includes qualification, examination, testing, and assessment. The workforce is comprised of Security Screeners. Attrition among Security Screeners, who make up the largest employee group, is expected to be 25% per year.

## SCOPE OF WORK

## SECTION 1A

The contractor shall provide the following services:

- A. Conduct assessments (see assessment requirements attached).
- B. Provide support for employee entry-on duty processing as directed by TSA, including but not limited to taking digital photographs for employee identification badges, taking employee fingerprints, distributing background investigation and other personnel forms, and providing instructions to employees, etc.
- C. Maintain professional, accurate, and timely customer service in all dealings; for example:
  1. Follows up on customer issues;
  2. Seeks to understand customer issues;
  3. Takes full responsibility for resolving issues;
  4. Adds value beyond customer issues;

5. Assesses underlying customer needs.
- D. Communicate effectively and timely with all customers, including candidates, TSA, and other contractors providing related services to TSA.
- E. Maintain accurate records and report timely to TSA on activities performed under the contract.
- F. Implement, integrate and interface with relevant PP5 contractor information systems as well as with basic Federal information systems for routine tracking of assessment results. A robust and flexible toolset for interface development is required.
- G. Meet Federal e-government initiative requirements.
- H. Provide recommendations for accomplishing TSA goals.

### **Assessment Requirements**

The contractor is required to conduct pre-employment selection assessment on the eligible and qualified applicants identified through the evaluation of on-line and IVR applications submitted in response to screener applicants referred by the PP5 contractors.

TSA shall specify and/or approve the assessments to be administered including but not limited to written cognitive and non-cognitive examinations, physical ability tests, psychological assessments, and pre-employment interviews. The contractor shall propose in the technical approach the manner in which administration of the assessments will be accomplished, including the most effective and efficient way to deliver the assessments based on staffing plans, anticipated attrition, etc. TSA is open to considering alternative approaches to the existing multiple hurdle systems for Screener assessment that have been used as long as all critical assessments are provided.

### **Screener Selection**

The current process for assessment of security screeners is a multiple-hurdle assessment model that requires successful completion of each phase before moving on to the next. The next hurdle is the successful completion of multiple-choice assessments (i.e., competencies, English proficiency, and screener aptitudes). Candidates successful in those assessments are then interviewed. Candidates successfully completing the interview are referred back to the PP5 contractor. The PP5 contractor may then present a contingent job offer. Applicants who receive and accept a contingent job offer are then referred by the PP5 contractor for additional assessment. Individuals successful in the interview are then administered a physical abilities assessment and a medical evaluation (including drug urinalysis test). Individuals who successfully complete these assessments are eligible for hiring. All individuals being considered for hiring must successfully complete a background check.

Screener selection has been carried out in the following two ways: 1) an all-in-one assessment center (all assessments are conducted on the same day in one place) and 2) in bifurcated assessment centers, one for the computerized testing phase and one for the interview, physical,

and medical phase. The Contractor shall be able to provide both forms of assessment center implementation. TSA is open to additional assessment center methodologies and delivery forms.

### **Assessment Logistics and Materials**

The Contractor shall provide all staff and materials required to efficiently and effectively administer and manage all components of the assessment process. Acceptable performance requires that sufficient supplies are on hand to ensure that the assessment center(s) and all related activities are conducted without interruption. In addition, TSA shall review and approve site selection for both Phases.

### **Assessment Staff**

The Contractor shall provide sufficient numbers of appropriately qualified personnel to accomplish designated tasks. Note that these staff are in addition to personnel required as specified below for individual assessment components that may or may not be conducted by subcontractors (e.g., physicians, psychologists, security personnel, etc.)

Acceptable performance requires that all assessment and related activities meet generally accepted professional standards as appropriate as articulated by the *Uniform Guidelines on Employee Selection Procedures*, American Educational Research Association, American Psychological Association, National Council on Measurement in Education *Standards for Educational and Psychological Testing*, Division 14 of the American Psychological Association's *Principles for the Validation and Use of Personnel Selection Procedures*; and the *Guidelines and Ethical Considerations for Assessment Center Operations*; hereinafter collectively referred to as "generally accepted professional standards."

### **Assessment Center Security**

The Contractor shall provide all security needs, including personnel and procedures, to ensure that all assessments are administered in a safe and secure environment. Acceptable performance requires that assessment materials (tests, scoring information, etc.) are kept secure at all times and that no information is obtained by or made available to applicants or others inappropriately. Test security shall be maintained consistent with generally accepted professional standards. Acceptable performance also requires that security personnel are available to respond to any problematic situations with applicants (e.g., an individual not scheduled for testing trying to get into the center or an individual who becomes disruptive at any time).

### **Written Examinations -- Screener**

The Contractor must be able to administer TSA-provided assessments, TSA-approved proprietary tests from other contractors, and/or any of its own tests which TSA has approved for use in these programs. Administration must include paper-and-pencil test administration as well as computer-based delivery and scoring. The Contractor shall administer all examinations consistent with the protocol established by TSA. The Contractor shall develop (where necessary)

and conduct test administrator and proctor training and ensure that all persons handling test material are certified to do so. The Contractor shall also coordinate the flow of applicants in and out of the testing room(s), and the scoring of the written examinations.

Acceptable performance requires that tests be administered consistent with generally accepted professional standards. Acceptable performance also requires that test scoring be accurate with no errors and that test results are obtained and processed consistent with the schedule for performing the qualifications review to determine eligibility for consideration in Phase II.

### **Physical Testing – Screener**

The Contractor shall procure necessary equipment (where necessary) and qualified personnel to administer and score the physical test assessments and incorporate the physical test assessment results into master applicant database and assessment databases. Test administration shall be conducted consistent with TSA specifications including the use of TSA approved scripts, forms, etc.

Acceptable performance requires that this test(s) be administered consistent with generally accepted professional standards and TSA designated protocol with no deviations. Acceptable performance also requires that any equipment required be precisely constructed consistent with the protocol.

### **Interview – Screener**

The Contractor shall provide and manage the interview portion of the process, including coordinating flow of applicants in and out of interview rooms; recruitment and retention of Subject Matter Experts or trained employment interviewers to conduct interviews, in some cases in conjunction with TSA provided personnel. All interview content will be provided or approved by TSA. The Contractor shall work with TSA to continuously improve and update the interview, rating scales, and documentation for the Screener position. Alternate forms are required. TSA will consider alternative interview forms and formats (i.e., telephonic interviews) proposed by the Contractor. In addition, the Contractor shall develop and implement interviewer training, which will be approved by TSA.

Acceptable performance requires that this process be conducted consistent with generally accepted professional standards. Acceptable performance also requires that interviews be completed in the designated timeframe and that all interview results are incorporated into the database(s) by 8am the day after the interview was conducted.

### **Medical Evaluation – Screener**

The Contractor shall manage and conduct all aspects of the medical evaluation and any follow-up evaluation required of applicants. This includes providing medical equipment, facilities and qualified personnel to administer the medical history collection and medical evaluation, and to make a determination of applicants' medical qualification. This evaluation is to include a drug urinalysis test. The Contractor will ensure that the drug test results are negative prior to an

individual entering on duty (unless specified otherwise by TSA). TSA will provide the protocol to be followed in the conduct of this medical evaluation. The Contractor shall ensure that the results of these evaluations are incorporated into the applicant database and maintained in "real time" to ensure timely follow-up and availability of medically qualified candidates for further consideration. The Contractor shall provide a process for applicants put on "Medical Hold" to follow up with additional medical information that will enable them to either be put in an "active" status or disqualified. The Contractor shall provide medical review officer verification for all medical test/evaluation conducted.

Acceptable performance requires that medical results (including drug test results) be incorporated into the database(s) within two calendar days of the examination. Acceptable performance also requires that the Contractor conduct follow-up to ensure that applicants on a "medical hold" are monitored through the completion of the process until either disqualified or considered to meet the medical requirements.

#### **Applicant Exit from Assessment- Screener**

The Contractor shall manage the exiting of applicants at the conclusion of each Phase and/or component of assessment process. The Contractor shall ensure that the exiting applicant has the appropriate information about his/her status and is aware of next steps if the individual is still in consideration or retest opportunities if disqualified.

Acceptable performance requires that applicants receive accurate information about their status and about next steps and that any applicants who appear to be agitated or disruptive are handled in a manner that ensures everyone's safety and minimal disruption. Acceptable performance also requires that the Contractor obtain accurate contact information upon applicant exit to facilitate follow-up contact.

#### **Applicant Processing – Screener**

The contractor shall be prepared to provide to and collect from applicants all necessary paperwork consistent with the protocol to be provided by TSA. At a minimum, the Contractor shall also provide results to the applicants at the conclusion of the following portions of the process; 1) written testing; 2) qualifications determinations 3) physical test; 4) interview; and 5) medical evaluation. Specific protocols and scripts for the provision of this information, including when and how the information is conveyed, will be developed jointly subsequent to contract award.

The Contractor shall be responsible for determining and knowing the status of all applicants through the assessment process on an on-going basis.

Acceptable performance requires that the PP5 contractors receive information about the status of their applicants in a manner that is timely and consistent with specified protocols and that associated inquiries or related issues are addressed within two business days. Acceptable performance also requires that TSA be kept apprised of the numbers of applicants in various

stages of the process and that other applicant information is provided as specified elsewhere in this SOO.

### **Selection Panels – Screener**

The contractor shall provide selection support only as directed by TSA. It is anticipated that the selection function will be performed by the PP5 contractors directly.

### **Miscellaneous Requirements**

The Contractor shall ensure the safe, professional, and efficient administration of all aspects of assessment administration and applicant processing. This shall include, but is not limited to:

- Ensuring that all assessments are being conducted appropriately;
- Ensuring that all assessments are administered in a fair, valid, and reliable manner;
- Ensuring that all applicants are provided an environment in which they can perform their best;
- Ensuring that all assessment center disruptions, incidents, applicant complaints, etc. are documented;
- Making ongoing recommendations to TSA on ways to improve the assessment process; and
- Handling all applicant assessment concerns and assessment administration problems, etc. in a professional and timely manner.

Acceptable performance requires that applicants have no bases for challenging assessment outcomes based on Contractor performance, that TSA is kept informed throughout the process and that potential process improvements be identified and brought to TSA's attention as soon as practicable.

The Contractor shall provide data analyses and summary reports as requested by TSA regarding the applicant flow, adverse impact, the success of various demographic groups (e.g., Veterans) during the applicant process, other pass/fail analyses, and/or reliability and validation analyses.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1   1
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2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 03-021-057	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590	7. ADMINISTERED BY (If other than Item 6) CODE
-----------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
		10B. DATED (SEE ITEM 11) 12/26/2002

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)  
05X0508500-2003-103GHRAA03-3C24000000 \$32,000,000.00

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause G.5 Incremental Funding
	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 VOP section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this modification is to provide incremental funding July 1, 2003 through September 30, 2003 in the amount of \$32,000,000.00, therefore,
2. This contract is funded in the amount of \$32,000,000.00. The total amount funded is increased:
 

FROM	BY	TO
\$32,828,675.00	\$32,000,000.00	\$64,828,675.00
3. The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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) Paul A. Casagrande, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA <i>Paul A. Casagrande</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7-3-03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Transportation Transportation Security Administration 400 - 7 <sup>th</sup> S. W. Washington, D.C. 20590		7. ADMINISTERED BY (If other than item 5) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
				10B. DATED (SEE ITEM 13). 12/26/2002
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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation data, 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.)

1. The purpose of this modification is to correct all accounting and appropriation data classification codes cited in the original contract award and all subsequent modifications to read as follows:

05X0508200 2003 103GHRAA03 3C24000000 25305.

2. The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Paul A. Casagrande (Signature of Contracting Officer)	16C. DATE SIGNED 8/14/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Homeland Security Transportation Security Administration 601 South 12 <sup>th</sup> Street, West Tower 4 <sup>th</sup> Floor Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
			10B. DATED (SEE ITEM 11) 12/26/2002
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)  
 05X0508200 2003 103GHRAA03 3C24000000 25305

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 243-2 Changes - Cost Reimbursement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 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 de-obligate funds in the amount of \$8,000,000.00, therefore, This contract is funded in the amount of \$32,000,000.00. The total amount funded is increased:  

FROM	BY	TO
\$64,828,675.000	\$8,000,000.00	\$56,828,675.00
- The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Robert A. Lavigno, Program Mgr		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Robert A. Lavigno</i> (Signature of Person Authorized to Sign)	15C. DATE SIGNED 9-26-03	16B. UNITED STATES OF AMERICA <i>Paul A. Casagrande</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/26/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO.  
0011

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
03-021-075

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
U.S. Department of Homeland Security  
Transportation Security Administration  
601 South 12<sup>th</sup> Street, West Tower 4<sup>th</sup> Floor  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
CPS  
241 Lathrop Way  
Sacramento, CA 95815

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DTSA20-03-C-00717

10B. DATED (SEE ITEM 11)  
12/26/2002

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)  
05X0508200 2003 103GHRAA03 3C24000000 25305 Decrease \$8,000,000.00

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:

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 correct modification number 0010, block numbers 4, 12 and 14.
- Block number 4 should read: 03-021-075.
- Block number 12 should read: 05X0508200 2003 103GHRAA03 3C24000000 25305 Decrease \$8,000,000.00
- Block number 14 should read as follows:  
The purpose of this modification is to de-obligate funds in the amount of \$8,000,000.00, therefore,  
  
Funds in the amount of \$8,000,000.00 are de-obligated from this contract. The total amount funded is decreased:  
  
FROM BY TO  
\$64,828,675.00 \$8,000,000.00 \$56,828,675.00  
  
The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract 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)  
Paul A. Casagrande, Contracting Officer

15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA  
Paul A. Casagrande  
(Signature of Contracting Officer)

16C. DATE SIGNED  
9/29/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PREQ-04-HRA-001	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Homeland Security Transportation Security Administration 601 South 12 <sup>th</sup> Street, West Tower 4 <sup>th</sup> Floor, TA-25 Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. D TSA20-03-C-00717
		10B. DATED (SEE ITEM 11) 12/26/2002
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)  
 05AV000000-2004-1A3GHRMA03-3G0000000-25305 Increase \$36,250,454.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause G.5 Incremental Funding
	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)

1. The purpose of this modification is to provide incremental funding October 1, 2003 through December 25, 2003 in the amount of \$36,250,454.00, therefore,

2. This contract is funded in the amount of \$36,250,454.00. The total amount funded is increased:

FROM	BY	TO
\$56,828,675.00	\$36,250,454.00	\$93,079,129.00

The total estimated dollar value of this contract remains unchanged.

Except as provided herein, all terms and conditions of this contract as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Robert J. Lavagna, Proj Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul A. Casagrande, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 10-13-03
16B. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED 10/1/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P0013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Department of Homeland Security Transportation Security Administration 601 South 12 <sup>th</sup> Street, West Tower 4 <sup>th</sup> Floor, TSA-25 Arlington, VA 22202		7. ADMINISTERED BY (If other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
			10B. DATED (SEE ITEM 13) 12/26/2002
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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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
	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) 52.217-9 Option to Extend the Term of The Contract

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 UCP section headings, including solicitation/contract subject matter where feasible.)

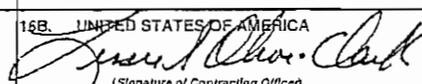
1. The purpose of this modification is to exercise the option for Option Year One (1) of the contract. As a result of this modification, the contract period of performance is hereby extended through December 25, 2004.

2. The total estimated dollar value of the contract is hereby increased:

FROM BY TO  
\$ 113,429,865.00 \$ 111,857,317.00 \$ 225,287,182.00

3. The total amount funded remains unchanged.

Except as provided herein, all terms and conditions of this contract as heretofore changed, remain 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) Lessie I. Oliver-Clark, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/25/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
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2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Blk 16c	4. REQUISITION/PURCHASE REG. NO. PREQ-04-HRA-001-A	5. PROJ NO. (if applicable)
-----------------------------------------	----------------------------------	-------------------------------------------------------	-----------------------------

6. ISSUED BY TRANSPORTATION SECURITY ADMINISTRATION TSA Headquarters - West Building Office of Acquisition, TSA-25 601 S. 12 <sup>th</sup> Street Arlington, VA 22202-4220	CODE SVC-180	7. ADMINISTERED BY (if other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11) -03- (05/1/04)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-02-C-00717
		10B. DATED (SEE ITEM 13) 12/26/2002

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 as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 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 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)	
05X0508140-2004-1A3GHRHA03-3G00000000-25305 (F)	\$22,699,163.00
05AV000000-2004-1A3GHRHA03-3G00000000-25305 (F)	\$7,300,837.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" 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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause G.5 Incremental Funding
<input type="checkbox"/>	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 (Organization by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide incremental funding, and modify the Contract Management and Key Personnel clauses.

- The funded amount of the contract is hereby increased from 93,079,129.00, by \$30,000,000.00, to \$123,079,129.00.
- Under Section G.1, Contract Management, the Contracting Officer for this contract is hereby changed from Paul A. Casagrande to Lessie I. Oliver-Clark.
- Under Section H.13, Key Personnel, delete [redacted] and [redacted] from the list of Contractor Key Personnel, and add [redacted] and [redacted] in accordance with CPS message requests of [redacted] and [redacted].

b4  
bb

Except as provided herein, all terms and conditions referenced in Item 9A or 10A, as heretofore changed, remain 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) Lessie I. Oliver-Clark Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY <i>Lessie I. Oliver-Clark</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 1/21/04
(Signature of person authorized to sign)	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>P00015</b>		3. EFFECTIVE DATE <b>12/30/2003</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202-4204		CODE	7. ADMINISTERED BY (If other than Item 6) <b>Same as Block 6</b>	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>Cooperative Personnel Services</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>D TSA2003C00717</b>
		10B. DATED (SEE ITEM 13)
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 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)  
**SEE ITEM 14**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

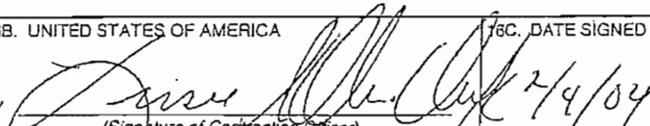
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET 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.)  
This modification is issued to change the accounting classification code used for previous obligations and expenditures as follows:  
THE ACCOUNTING CLASSIFICATION FOR CURRENT FUNDING ON CONTRACT WAS CODED:  
**05AV000000.2004.1A3GHRMA03.3G00000000.25305.61006600**  
NEED TO MODIFY THE CONTRACT AND RELOCATE THE FUNDS TO ACCOUNTING CLASSIFICATION:  
**05X0508140.2004.1A3GHRMA03.3G00000000.25305.61006600**

**END OF MODIFICATION**

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE(S)  
1 of 1

2. AMENDMENT/MODIFICATION NO.  
Modification No. P00016

3. EFFECTIVE DATE  
See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY  
Office of Acquisitions - TSA-25  
U.S. Department of Homeland Security/  
Transportation Security Administration  
601 South 12th Street  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6)  
Lessie I. Oliver-Clark, Contracting Officer  
571-227-1581  
571-227-1948 (Fax)  
lessie.oliver-clark@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CPS  
241 Lathrop Way  
Sacramento, CA 95815

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11):

X

10A. MODIFICATION OF CONTRACT/ORDER NO:  
DTSA20-03-C-00717

CODE:

FACILITY CODE:

10B. DATED (SEE ITEM 13):  
12/26/02

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 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 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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. AUTHORITY:

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 42.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copy 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:

A. Change Section G.3 Billing Instructions to read: Contractors shall submit an original and one copy of their invoice to the following address:

Transportation Security Administration  
601 South 12<sup>th</sup> Street  
Mail Stop RT-14A  
Arlington, VA 22202.

B. All other terms and conditions remain unchanged.

15A. NAME AND TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Lessie I. Oliver-Clark  
CONTRACTING/ORDERING OFFICER

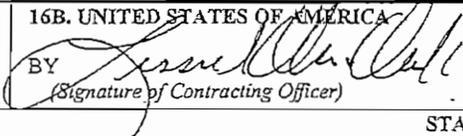
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Signature of person authorized to sign

BY   
(Signature of Contracting Officer)

2/4/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 000016	3. EFFECTIVE DATE See Blk 16c	4. REQUISITION/PURCHASE REG. NO. PREQ-04-HRA-001-A	5. PROJ NO. (if applicable)
6. ISSUED BY CODE TRANSPORTATION SECURITY ADMINISTRATION TSA Headquarters - West Building Office of Acquisition, TSA-25 601 S. 12 <sup>th</sup> Street Arlington, VA 22202-4220		7. ADMINISTERED BY (if other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-02-C-00717
	10B. DATED (SEE ITEM 13) 12/26/2002

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 as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 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 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

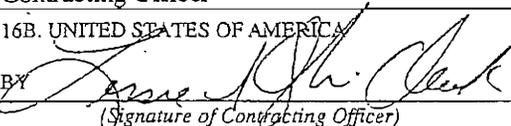
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 (X) is not, ( ) is required to sign this document and return \_\_\_ copies to the issuing office.

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

- The purpose of this modification is to incorporate the requirement for Earned Value Management.
  - Section I is hereby modified to add the clause TSA 1.13-2 Earned Value Management (July 2000).
  - The schedule, reporting level, and report frequency for the Earned Value Management implementation will be specified by the COR in a Technical Direction letter to the contractor.
- All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions referenced in Item 9A or 10A, as heretofore changed, remain 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) Lessie I. Oliver-Clark Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/04
(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. P00018	3. EFFECTIVE DATE See Blk 16c	4. REQUISITION/PURCHASE REG. NO. N/A	5. PROJ NO. (if applicable)	
ISSUED BY / CODE TRANSPORTATION SECURITY ADMINISTRATION TSA Headquarters - West Building Office of Acquisition, TSA-25 601 S. 12 <sup>th</sup> Street Arlington, VA 22202-4220		SVC-180	7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CPS 241 Lathrop Way Sacramento, CA 95815			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-02-C-00717
				10B. DATED (SEE ITEM 13) 12/26/2002

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 as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 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 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)  
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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 (X) is not, ( ) is required to sign this document and return      copies to the issuing office.

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

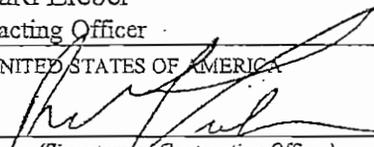
The purpose of this administrative modification is to change the modification number.

Therefore, contract DTSA20-02-C-00717 is modified as follows:

1. Change the modification dated 2/19/04 from P00016 to P00017.

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

Except as provided herein, all terms and conditions referenced in Item 9A or 10A, as heretofore changed, remain 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) Richard Lieber Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 2/24/2004
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification Nineteen (19)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202	CODE	7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815		( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	( <input checked="" type="checkbox"/> ) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717 10B. DATED (SEE ITEM 13) 12/26/2002

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)

See Page Two

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( <input checked="" 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.
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) Bilateral, 52.232-20, Limitation of Cost and 52.232-22, Limitation of Funds

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 Two

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) <i>William L ZANOU, DPM</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>William L ZANOU</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/11/04
16B. UNITED STATES OF AMERICA BY <i>Jeanne Stevens</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/2/04

DTSA20-03-C-00717

Modification Nineteen (19)

A. The purpose of this modification is to add funding to the contract.

1. \$28,196,813 in funding is added to the contract. These funds are split as follows:

*b4*

SERVICES	FROM (\$)	BY (\$)	TO (\$)
CPS	[REDACTED]	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]

This allocation of funding is for contractor performance through May 31, 2004.

2. Accounting and Appropriation Data:

PR no: PREQ-04-HRA-001-B

05AV000000-2004-1A3GHRMA03-3G0000000-25305

Obligate: \$27,696,813

PR no: PREQ-04-AOP-85

05AV000000-2004-1A2BPLTA02-2B15ROC000-25305

Obligate: \$ 500,000

3. Do not exceed the amount of funding obligated on this contract.

4. All other terms and conditions of the contract remain unchanged.

- End Modification Nineteen (19) -

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification Twenty (20)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815				(#)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
					10B. DATED (SEE ITEM 13) 12/26/2002
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 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 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 Page Two

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

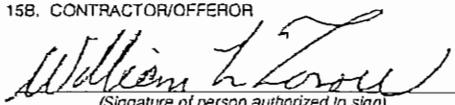
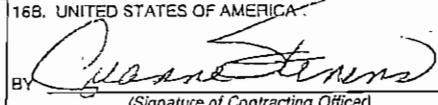
(#)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 Bilateral, 52.232-20, Limitation of Cost and 52.232-22, Limitation of Funds

**E. IMPORTANT:** Contractor is not, X 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 Two

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) William Zanow Deputy Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED April 13, 2004
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/14/04

A. The purpose of this modification is to adjust the funding on the contract.

1. PP5 Only. \$500,000 in funding is deobligated and \$700,000 in funding is added to the contract as follows:

a. Deobligate \$500,000:

SERVICES	FROM (\$)	BY (\$)	TO (\$)
CPS	[REDACTED]	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>151,275,942</b>	<b>-500,000</b>	<b>150,775,942</b>

b4

b. Add \$700,000:

SERVICES	FROM (\$)	BY (\$)	TO (\$)
CPS	[REDACTED]	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>151,275,942</b>	<b>700,000</b>	<b>151,475,942</b>

b4

2. Accounting and Appropriation Data:

PR no: PREQ-04-AOP-85-1

05AV000000-2004-1A2BPLTA02-2B15ROC000-25305

De-obligate: (\$ 500,000)

PR no: PREQ-04-AOP-106

05AV000000-2004-1A2BPLTA02-2B11SFO000-25305

Obligate: \$ 700,000)

3. Do not exceed the amount of funding obligated on this contract.

4. All other terms and conditions of the contract remain unchanged.

- End Modification Twenty (20) -

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. Modification Twenty-One (21)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (if other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-3219	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
		10B. DATED (SEE ITEM 13) 12/26/2002

**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

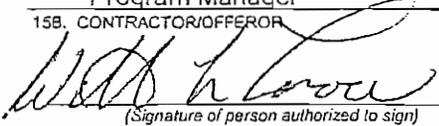
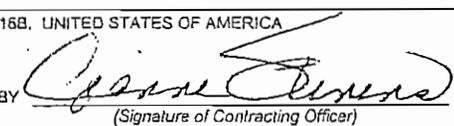
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" 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.
	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 Bilateral, FAR 52.243-2 Changes – Cost Reimbursement

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 Two

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) William L. Zanow Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED July 26, 2004	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. DATE SIGNED 7/26/2004

The purpose of this modification is to:

- 1) clarify the correct name for Cooperative Personnel Services;
- 2) amend Section F, Deliveries or Performance, to add a new Section F.5, Reports;
- 3) amend Section G, Contract Administration Data, to update clause G.1, Contract Management, and to move two incorporated by reference clauses from Section I to Section G in full text;
- 4) amend Section H, Special Contract Requirements, to move incorporated by reference clauses from Section I to Section H in full text;
- 5) amend Section I to number the sections, delete unneeded clauses, add required clauses, and to move some Section I clauses to other sections;
- 6) amend Section J, List of Attachments, to add a contract data requirements list; and
- 7) to add a 'Table of Contents' for the contract.

A. The contractor's name is "Cooperative Personnel Services dba CPS Human Resource Services" and not "CPS." Accordingly, SF 30, block 8, is amended to delete "CPS" and replace with "Cooperative Personnel Services dba CPS Human Resource Services." (Note: This mod 21 is out of sequence. Mods 22-25 have already been executed and have the name CPS. Mod 26 will continue with the corrected name.

B. Section F, Deliveries or Performance, is amended as follows:

1. To add a new Section F.5, Reports. This is a new section, but does not add any new requirements; it only clarifies existing reporting requirements.

#### "F.5 REPORTS

All reports submitted under the terms of this contract shall be in accordance with the Contract Data Requirements Listing, included in Section J as attachment number 9, or as directed by the Contracting Officer or Contracting Officer's Technical Representative."

C. Section G, Contract Administration Data, is amended as follows:

1. Section G.1, Contract Management, Paragraph 1, Contracting Officer, is amended to change the Contracting Officer and to delete the address and telephone and fax numbers listed. The Contracting Officer for this contract is no longer Lessie I. Oliver-Clark. The sentence below is added to the last sentence of paragraph 1, which now reads:

"The CO for this contract is: To Be Provided to the Contractor Under Separate Cover."

2. To add a new Section G.6, Contracting Officer's Technical Representative. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section G for ease of reference.

**"G.6 TAR 1252.242-73, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer."

3. To add a new Section G.7, Government Property Reports. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section G for ease of reference.

**"G.7 TAR 1252.245-70, GOVERNMENT PROPERTY REPORTS (OCT 1994)**

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property."

**C. Section H, Special Contract Requirements, is amended as follows:**

1. To add a new Section H.18, Determination of Award Fee. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

**"H.18 TAR 1252.216-71, DETERMINATION OF AWARD FEE (OCT 1994)**

- (a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee

Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within **fifteen (15) working days** after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations."

2. To add a new Section H.19, Performance Evaluation Plan. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

**"H.19 TAR 1252.216-72, PERFORMANCE EVALUATION PLAN (OCT 1994) (TSA 2004)**

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor **thirty (30) working days** prior to the start of the evaluation period to which the change will apply."

3. To add a new Section H.20, Distribution of Award Fee. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference. The full text of this clause with completed award fee distribution table will be provided in Mod 26.

4. To add a new Section H.21, Qualifications of Employees. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

**“H.21 TAR 1252.237-70, QUALIFICATIONS OF EMPLOYEES (OCT 1994)**

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.”

5. To add a new Section H.22, Prohibition on Advertising. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

**“H.22 TAR 1252.237-72, PROHIBITION ON ADVERTISING (JAN 1996)**

The contractor or its representatives (including training instructors) shall not advertise or solicit business from attendees for private, non-Government training during contracted-for training sessions. This prohibition extends to unsolicited oral comments, distribution or sales of written materials, and/or sales of promotional videos or audio tapes. The contractor agrees to insert this clause in its subcontracts.”

6. To add a new Section H.23, Dissemination of Contract Information. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

**“H.23 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)**

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. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.”

**D. Section I, Contract Clauses,** is amended 1) to add section numbers which were inadvertently omitted from the contract, 2) to update a Section I clause by replacing with its alternate version; 3) to add Section I clauses by reference that were inadvertently omitted from the contract, and 4) to amend Section I.5 to provide the Transportation Acquisition Regulation (TAR) clauses in full text and to move some of these clauses to other sections of the contract.

1. Section I sections are numbered as follows:

- I.1 52.252-2 Clauses Incorporated by Reference
- I.2 Section I – Contract Clauses
- I.3 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999)
- I.4 Authorized Deviations in Clauses (Apr 1984)
- I.5 Transportation Acquisition Regulations (TAR) Clauses Incorporated by Reference”

2. Section I clause “52.244-2 Subcontracts Aug 1998” is deleted from Section I.2, Section I – Contract Clauses. This clause is updated with its Alt II version in item 3 below.

3. The following clauses are added to Section I.2, Section I – Contract Clauses.

“52.242-4 Certification of Final Indirect Costs	Jan 1997
52.243-2 Changes – Cost Reimbursement (Alt II – Apr 1984)	Aug 1987
52.244-2 Subcontracts (Alt II – Aug 1998)	Aug 1998
52.244-6 Subcontracts for Commercial Items	Apr 2003
52.245-5 Government Property (Cost-Reimbursement, Time and Material Material, or Labor-Hour Contracts)	Jan 1986
52.249-6 Termination (Cost-Reimbursement)	May 2004”

4. Section I.5, Transportation Acquisition Regulations (TAR) Clauses, Incorporated by Reference, is amended to move all but one of these clauses to other contract sections where they are provided in full text. The following provides the clause number and its new location as indicated under the ‘disposition’ column.

Clause #	Title	Disposition
1252.209-70	Disclosure of Conflicts of Interest	Remains in Section I

The above clause may be viewed in full text at <http://www.dot.gov>, Business Services, Business Opportunities, Electronic Acquisition Reference Library.

The following clauses are moved to the Sections indicated below to be provided in full text.

1252.216-71	Determination of Award Fee	Moved to Section H
1252.216-72	Performance Evaluation Plan	Moved to Section H
1252.216-73	Distribution of Award Fee	Moved to Section H
1252.237-70	Qualifications of Employees	Moved to Section H
1252.237-72	Prohibition on Advertising	Moved to Section H
1252.242-72	Dissemination of Contract Information	Moved to Section H
1252.242-73	Contracting Officer's Tech. Rep.	Moved to Section G
1252.245-70	Government Property Reports	Moved to Section G

E. Section J, List of Attachments, is amended to add the following attachment:

“Attachment J.9 Contract Data Requirements List”

F. **Table of Contents.** A table of contents for the contract is included with this modification.

- End Modification 21-

Enclosures: a) Attachment J.9, Contract Data Requirements List  
b) Table of Contents

CONTRACT DATA REQUIREMENTS LIST

Item #	Report	Due Date	Qty	Recipient
1.	Reports required by Section C	As per contract	As per contract	As per contract
2.	DOT F 4220.43, Contractor Report of Government Property (See Clause G.7)	September 15	1	Contracting Officer (CO) Contracting Officer's Technical Rep. (COTR) Branch Manager Inventory Mgmt Control TSA-17
3.	SF 294, Subcontract Report for Individual Contracts (Semi-annual report) (See Section I clause 52.219-9)	NLT April 30 for report covering Oct 1-Mar 31 period	1	CO Small & Disadvantaged Business Utilization Program Manager, TSA-17
4.	SF 295, Summary Subcontract Report (Annual Report) (See Section I clause 52.219-9)	NLT October 30 for report covering Apr 1-Sept 30 period	1	CO Small & Disadvantaged Business Utilization Program Manager, TSA-17
5.	Final Indirect Cost Rates (Section I clauses 52.216-7 and 52.242-4)	6 mos following the end of Contractor's fiscal year	1	CO Cognizant DCAA office

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. Modification Twenty-Two (22)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
---------------------------------------------------------------	------------------------------------	-----------------------------------------	--------------------------------

6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948
------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  CPS 241 Lathrop Way Sacramento. CA 95815	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
		10B. DATED (SEE ITEM 13) 12/26/2002

**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.**

(✓)	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 Unilateral. 1252.216-71. Determination of Award Fee

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.)

For the Second Award Fee Period, from October 26, 2003 through December 25, 2003, CPS earned \$2,247,277 out of an available award fee of \$2,887,850 for performance of HR services. ~~Adjustments to the contract value and distribution of award fee for the earned award fee will be made on a future modification.~~ Upon receipt of this modification, CPS may submit its invoice for the earned award fee of \$2,247,277. The invoice should reference CPS award fee and second award fee evaluation period. No other documentation is required. All other terms and conditions of the contract remain unchanged.

End Modification Twenty-Two (22)

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) Richard Lieber, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 4/23/04
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

*No unearned fee shall be paid.*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification Twenty-Two (22)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717 10B. DATED (SEE ITEM 13) 12/26/2002	
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 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.**

<input checked="" 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. Unilateral. 1252.216-71. Determination of Award Fee

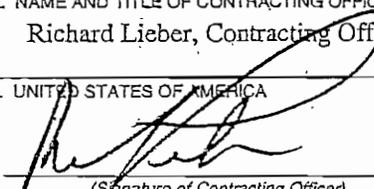
E. IMPORTANT: Contractor X is not, is required to sign this document and return \_\_\_ copies to the issuing office.

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

For the Second Award Fee Period, from October 26, 2003 through December 25, 2003, CPS earned \$2,247,277 out of an available award fee of \$2,887,850 for performance of HR services. No unearned fee shall be applied to the next award fee period. Upon receipt of this modification, CPS may submit its invoice for the earned award fee of \$2,247,277. The invoice should reference CPS award fee and second award fee evaluation period. No other documentation is required. All other terms and conditions of the contract remain unchanged.

End Modification Twenty-Two (22)

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)	
		Richard Lieber, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	4/26/04

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. Modification Twenty-Three (23)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815				9A. AMENOMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
				10B. DATED (SEE ITEM 13)	12/26/2002
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 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)

See Page Two

**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:

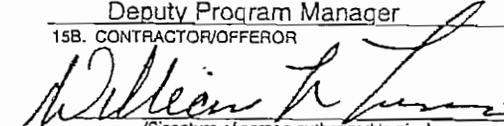
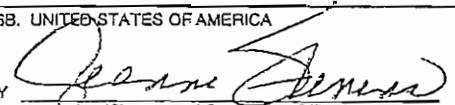
D. OTHER Specify type of modification and authority  
Bilateral, 52.232-20, Limitation of Cost and 52.232-22, Limitation of Funds

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 Two

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) William L. Zanow Deputy Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED May 12, 2004	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/12/2004

A. The purpose of this modification is to add the funding on the contract.

1. \$30,000,000 in funding is added to the contract. These funds are split as follows:

SERVICES	FROM (\$)	BY (\$)	TO (\$)
CPS	[REDACTED]	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	151,475,942	30,000,000	181,475,942

b4

This increment of funding will cover contractor performance through September 30, 2004.

2. Accounting and Appropriation Data:

PR no: PREQ-04-HRA-001-C

05AV000000-2004-1A3GHRMA03-3G0000000

Obligate: \$30,000,000

3. Do not exceed the amount of funding obligated on this contract.

4. All other terms and conditions of the contract remain unchanged.

- End Modification Twenty-Three (23) -

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification Twenty-five (25)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202	CODE	7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-1948	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  CPS 241 Lathrop Way Sacramento, CA 95815			(S)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
				10B. DATED (SEE ITEM 13) 12/26/2002
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 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)**

See Page Two

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(S)	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) Bilateral, 52.232-20, Limitation of Cost, 52.232-22, Limitation of Funds, and Section H.13, Key Personnel

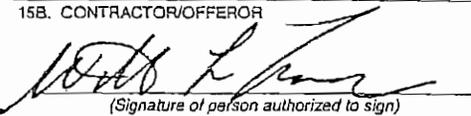
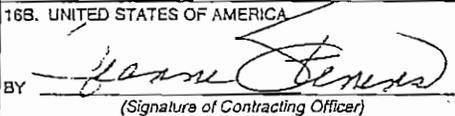
E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to add funding to the contract and to update the key personnel clause.

See Page Two

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) William L. Zanow Deputy Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED July 1, 2004
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/1/2004

A. **PP5 Only.** \$830,000 in funding is obligated to the contract for assessment services at Kansas City International Airport (MCI) as follows:

a. Obligate \$830,000:

b4

SERVICES	FROM (\$)	BY (\$)	TO (\$)
CPS	[REDACTED]	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL</b>	181,475,942	830,000	182,305,942

This increment of funding will cover contractor performance through September 30, 2004.

2. Accounting and Appropriation Data:

PR no: PREQ-04-AOP-161

05AV000000-2004-1A2BPLTA02-2B13MCI000-25305

Obligate: \$ 830,000

3. Do not exceed the amount of funding obligated on this contract.

B. **Section H.13, Key Personnel,** is amended to remove "Bob Lavigna" as Program Manager and replace with "William L. Zanow" as Program Manager effective July 6, 2004.

C. All other terms and conditions of the contract remain unchanged.

- End Modification Twenty-five (25) -

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. Modification Twenty-Six (26)		3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. PREQ 04 HRA 001 E	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-3219		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)		( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.
Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815			9B. DATED (SEE ITEM 11)
		( <input checked="" type="checkbox"/> )	10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717
			10B. DATED (SEE ITEM 13) 12/26/2002

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)

See Page 7

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

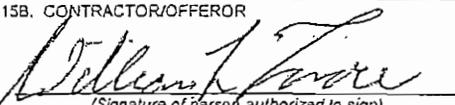
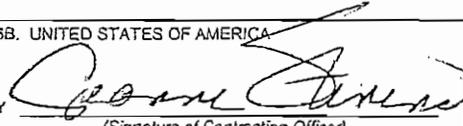
( <input checked="" type="checkbox"/> )	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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 Bilateral, FAR 52.243-2 Changes - Cost Reimbursement

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 Two

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) William L. Zanow Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED August 2, 2004	16C. DATE SIGNED 8/3/2004

The purpose of this modification is to:

- 1) amend the contract to incorporate the job analysis and medical guidelines work added to the contract under Mod 6 into the contract line items for the base period (Section A below);
- 2) add contract line items to the base period and option year 1 for the PP5 work added to the contract under Mod 7 (Section B below);
- 3) correct the arithmetic total for option year 4 in Mod 5 (Section C below);
- 4) summarize the contract value changes from the above into a revised Section B, Supplies or Services and Prices, (Section D below);
- 5) add \$10,500,00 in incremental funding for HR services; (Section E below); and
- 6) add a new Section H.20, Distribution of Award Fee, to Section H (Section F below).

A. Modification Five (5), Section B, Base Period is amended to incorporate the job analysis and medical guidelines for Security Screeners added to the contract under Mod Six (6) into Clins 0001 and 0001aa. Mod Six added \$236,655 as a single contract value under a new Clin 0003; however, the contractor has neither accounted for this work, nor invoiced for this work, under a separate Clin 0003.

This modification cancels the Clin 0003 added under Mod Six and allocates the \$236,655 in contract value to Clins 0001 and 0001aa in the base period as follows:

**BASE PERIOD**

CLIN	FROM (Mod 5)	BY (Mod 6)	TO
0001	[REDACTED]	[REDACTED]	[REDACTED]
0001aa (Base Fee)	[REDACTED]	[REDACTED]	[REDACTED]
0001ab (A/Fee)	[REDACTED]	[REDACTED]	[REDACTED]
0002 ODCs	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	\$111,393,210	236,655	\$111,629,865

b4

B. Modification Seven (7) added the assessment and evaluation of the PP5 airports to the contract. Mod 7 added [REDACTED] in contract value and funding to the contract. Subsequent to Mod 7, additional funding for these services has been added to the current funding total of [REDACTED] however, the contract value was not also increased to match the funding total. b4

This modification increases the contract value for the PP5 work from "[REDACTED]" by "[REDACTED]" to "[REDACTED]". The funding total remains at [REDACTED].

This modification adds new contract line items and allocates the [REDACTED] over the contract line items for the base and option 1 periods as follows:

PP5 AIRPORTS					
BASE PERIOD			OPTION 1 PERIOD		TOTAL
CLIN		Reference	CLIN		
0001A	[REDACTED]	invoiced	1001A	[REDACTED]	[REDACTED]
0001Aaa (Base Fee [REDACTED])	[REDACTED]	invoiced	1001Aaa (Base Fee [REDACTED])	[REDACTED]	[REDACTED]
0001Aab (Award Fee [REDACTED])	[REDACTED]		1001Aab (Award Fee [REDACTED])	[REDACTED]	[REDACTED]
0002A (ODC, G&A [REDACTED])	[REDACTED]	invoiced	1002A (ODC, G&A [REDACTED])	[REDACTED]	[REDACTED]
<b>TOTAL</b>	[REDACTED]		<b>TOTAL</b>	[REDACTED]	<b>\$3,330,000</b>

b4

C. Modification Five (5) is amended to correct the arithmetic total for item 2, Section B, option year 4 estimated total and the estimated contract grand total.

1. Modification 5, Item 2, Option Year 4, Estimated Total for Option Year 4, delete "\$116,929,791.00" and replace with "\$116,930,791."
2. Modification 5, Item 2, Option Year 4, Estimated Contract Grand Total: delete "\$568,807,706.00" and replace with "\$569,592,954."

NOTE: The above is a correction to Mod 5. This modification further adjusts the estimated contract grand total. See Section D below.

D. \*\* The following summarizes the changes to Section B and is the contract value prior to the award fee determination adjustments\*\*

Section B, Supplies or Services and Prices, is amended to reflect the changes to the contract value as a result of items A-C above as follows:

**“BASE PERIOD**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
0001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
0001aa	Base Fee [REDACTED]			[REDACTED]
0001ab	Award Fee [REDACTED]			[REDACTED]
0002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>BASE PERIOD:</b>			[REDACTED]

b4

b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount (\$) (a)
0001A	HR Svcs for PP5 airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
0001Aaa	Base Fee [REDACTED]			[REDACTED]
0001Aab	Award Fee [REDACTED]			[REDACTED]
0002A	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL PP5 Airports</b>	<b>BASE PERIOD:</b>			[REDACTED]

b4

<b>TOTAL BASE PERIOD: HR Services and HR Services for PP5 Airports</b>	[REDACTED]
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b4

**OPTION YEAR ONE (1)**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
1001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001aa	Base Fee [REDACTED]			[REDACTED]
1001ab	Award Fee [REDACTED]			[REDACTED]
1002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>OPTION YEAR 1:</b>			[REDACTED]

b4  
b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount (\$) (a)
1001A	HR Svcs for PP5 airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001Aaa	Base Fee [REDACTED]			[REDACTED]
1001Aab	Award Fee [REDACTED]			[REDACTED]
1002A	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL PP5 Airports</b>	<b>OPTION YEAR 1:</b>			[REDACTED]

b4  
b4

<b>TOTAL OPTION YEAR 1: HR Services and HR Services for PP5 Airports</b>	[REDACTED]
------------------------------------------------------------------------------	------------

**OPTION YEAR TWO (2)**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
2001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>OPTION YEAR 2:</b>			[REDACTED]

b4

b4

**OPTION YEAR THREE (3)**

Clin	Supply/Services	Quantity	Unit Price	Amount (\$)
3001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
3001aa	Base Fee [REDACTED]			[REDACTED]
3001ab	Award Fee [REDACTED]			[REDACTED]
3002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost, No Fee)		[REDACTED]
<b>TOTAL</b>	<b>OPT YEAR 3:</b>			[REDACTED]

b4

b4

**OPTION YEAR FOUR (4)**

Clin	Supply/Services	Quantity	Unit Price	Amount (\$)
4001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
4001aa	Base Fee [REDACTED]			[REDACTED]
4001ab	Award Fee [REDACTED]			[REDACTED]
4002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost, No Fee)		[REDACTED]
<b>TOTAL</b>	<b>OPT YEAR 4:</b>			[REDACTED]

b4

b4

**GRAND TOTAL CONTRACT VALUE**

HR Services (Base Period plus all options)	[REDACTED]
PP5 Airports (Base Period plus option year 1)	[REDACTED]
<b>TOTAL:</b>	<b>\$572,375,361"</b>

b4

E. Section G, Incremental Funding, is amended to add funding for HR services as follows:

a. Obligate \$10,500,000.

b4

b4

SERVICES	FROM (\$)	BY (\$)	TO (\$)
HR Services	[REDACTED]	10,500,000	[REDACTED]
PP5	[REDACTED]	0	[REDACTED]
<b>TOTAL</b>	<b>182,305,942</b>	<b>10,500,000</b>	<b>192,805,942</b>

b. This increment of funding will cover performance through September 30, 2004.

c. Accounting and Appropriation Data: PR No: PREQ-04-HRA-001-E

05AV000000-2004-1A3GHRMA03-3G00000000-25305

Obligate: \$10,500,000

F. A new Section H.20, Distribution of Award Fee is added to Section H. This is not a new clause. This clause is being moved from being incorporated by reference in Section I.5 to full text in Section H for ease of reference.

NOTE: This award fee distribution does not reflect any award fee determinations made during the base period. The purpose of the distribution chart below is only to establish the total award fee periods per contract year with the maximum award fee available. Adjustments to these values for the earned award fee will be shown on an upcoming modification.

"H.20 TAR 1252.216-73, DISTRIBUTION OF AWARD FEE (OCT 1994)

- (a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts.

BASE PERIOD	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
PP5	[REDACTED]	[REDACTED]
<b>TOTAL:</b>		

b4

(1) The maximum award fee available for the base period is only [REDACTED] based upon invoiced costs. This is less than the maximum award fee of [REDACTED] negotiated for the base period at contract award because less work was required of the contractor than was originally anticipated.

OPTION YEAR 1	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
PP5	Same as above	[REDACTED]
<b>TOTAL:</b>		

b4

OPTION YEAR 2	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
<b>TOTAL:</b>		

b4

OPTION YEAR 3	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
<b>TOTAL:</b>		

b4

OPTION YEAR 4	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
<b>TOTAL:</b>		

b4

**TOTAL CONTRACT AWARD FEE**

HR Services (Base Period plus all options)	[REDACTED]
PP5 Airports (Base Period plus option year 1)	[REDACTED]
<b>TOTAL</b>	[REDACTED]

b4

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification."

- End Modification 26-

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. Modification Twenty-Seven (27)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-3219		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
			10B. DATED (SEE ITEM 13)	12/26/2002
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 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.**

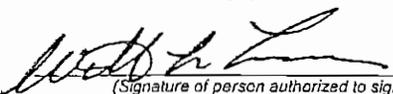
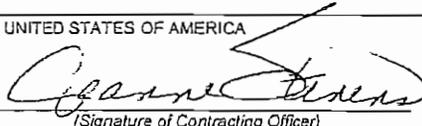
(X) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 Bilateral, FAR 52.243-2 Changes – Cost Reimbursement

E. IMPORTANT: Contractor is not, X 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 Two

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) William L. Zanow Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED August 10, 2004	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/2004

**A. The purpose of this modification is to:**

- 1) Amend the base period contract value for HR services to reduce the maximum award fee available. (See Section B below).
- 2) Recognize the amount of award fee earned by CPS for the 1<sup>st</sup> AWARD FEE EVALUATION PERIOD, BASE PERIOD, HR SERVICES ONLY, Clin 0001ab. The 1<sup>st</sup> award fee period was for six months, from 12/26/2002 through 6/25/2003. (See Section C below).
- 3) Amend Section H.3, 1252.216-73, Distribution of Award Fee, paragraph (a), to update the Base Period earned award fee for the first award fee evaluation period, and to allocate unearned award fee to the second award fee evaluation period. (See Section D below).
- 4) Amend Section H, Special Contract Requirements, to add a new clause H.24, Pre-Employment Security Screening of Contractor Employees. (See Section E below).
- 5) Amend Section H, Special Contract Requirements, to add a new clause H.25, Contractor Relocation Benefits and Costs. (See Section F below).
- 6) Update the contract table of contents for the new clauses. (See Section G below).

**B. Section B, Supplies or Services and Prices, Base Period, HR Services only, is amended to reduce the maximum award fee available (Clin 0001ab) from \$5,660,828 by \$878,170 to \$4,782,658 because less work was performed than was originally anticipated. Accordingly,**

**“BASE PERIOD**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
0001	HR Services, per SOW	[REDACTED] (Est. Cost)	NSP	[REDACTED]
0001aa	Base Fee [REDACTED]			[REDACTED]
0001ab	Award Fee [REDACTED]			[REDACTED]
0002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est. Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>BASE PERIOD:</b>			[REDACTED]

b4

**C. The following recognizes the amount of award fee earned by CPS for the 1<sup>st</sup> AWARD FEE EVALUATION PERIOD, BASE PERIOD, HR SERVICES ONLY, Clin 0001ab. The 1<sup>st</sup> award fee period was for six months, from 12/26/2002 through 6/25/2003. The calculation of the earned award fee was split into two parts: 1) a four-month evaluation period (12/26/2002-4/14/2003) and 2) a two-month evaluation period (4/15/2003-6/25/2003).**

- 1. For the four-month evaluation period (12/26/2002- 4/14/2003), CPS earned [redacted] out of an award fee pool of [redacted] (Ref: Paul Casagrande letter, dated 7/24/2003). There was no unearned award fee. b4

Summary of Changes to Clin 0001ab, Max Award Fee HR Services  
(12/26/2002 – 4/14/2003) (4 months)

Max Award Fee Beginning of 1st Award Fee Evaluation Period: [redacted] b4

Award Fee Available for four-month period: [redacted]

Award Fee Earned four-month period: [redacted]

Unearned Award Fee four-month period: [redacted]

Unearned Award Fee Allocated to next Award Fee Period [redacted]

Revised Max Award Fee: [redacted]

- 2. For the two-month evaluation period (4/15/2003- 6/25/2003), CPS earned [redacted] (Ref: Fili Gonzalez e-mail, dated 11/4/03) out of an award fee pool of [redacted] (Ref: Paul Casagrande file documentation). There is [redacted] unearned award fee for rollover to the 2<sup>nd</sup> award fee evaluation period.

Summary of Changes to Clin 0001ab, Maximum Award Fee HR Services  
[redacted] (2 months) b4

Max Award Fee Beginning of 1st Award Fee Evaluation Period: [redacted]

Award Fee Available for two-month period: [redacted]

Award Fee Earned two-month period: [redacted]

Unearned Award Fee two-month period: [redacted]

Unearned Award Fee Allocated to next Award Fee Period [redacted]

Revised Max Award Fee: [redacted]

- 3. There are no changes to Section B, Supplies or Services and Prices, Base Period, due to the 1<sup>st</sup> Award Fee Period evaluation. Clin 0001ab, Maximum Award Fee of [redacted], remains unchanged. b4

- 4. CPS has invoiced for the earned award fee for the 1<sup>st</sup> Award Fee Evaluation Period. The [redacted] was invoiced on TSA 014 and the [redacted] was invoiced on TSA 022. There is no unpaid, unearned award fee for the 1<sup>st</sup> Award Fee Evaluation Period.

D. Section H.3, 1252.216-73, Distribution of Award Fee, paragraph (a), is amended to update the Base Period earned award fee for the first award fee evaluation period, HR services only, and allocate the unearned award fee of [REDACTED] to the second award fee evaluation period.

b4

“H.20 TAR 1252.216-73, DISTRIBUTION OF AWARD FEE (OCT 1994)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts.

BASE PERIOD	Dates	Max Award Fee (\$)
1a	[REDACTED]	[REDACTED]
1b	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
Total HR Svcs:		
PP5	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 1	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
PP5	Same as above	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 2	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 3	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 4	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

**TOTAL CONTRACT AWARD FEE**

HR Services (Base Period plus all options)	[REDACTED]
PP5 Airports (Base Period plus option year 1)	[REDACTED]
TOTAL	[REDACTED]

b4

E. Section H, Special Contract Requirements, is amended to add a new clause H.24, Pre-Employment Security Screening of Contractor Employees, as follows:

**“Section H.24 3.14.6 Pre-Employment Security Screening of Contractor Employees (July 2004)**

A. All employees assigned to work in a Transportation Security Administration (TSA) facility, inclusive of all airports nationwide, under this contract will be required to undergo a pre-employment security screening investigation prior to being permitted to report to work. The Contractor shall ensure that each employee meets the following criteria:

- 1) Contractor employees must be US Citizens or Legal Permanent Residents. Only US Citizens can access TSA's Information Technology (IT) Systems.
- 2) Contractor employees must undergo a favorable Background Investigation.
  - a) The following Background Investigation Security Paperwork must be completed by the contractor employee and given to the Contracting Officer's Technical Representative (COTR) at least thirty-five (35) days prior to the employment start date:
    - 1) Standard Form (SF) 86, Questionnaire for National Security. (The SF 86 is available at [www.opm.gov](http://www.opm.gov) under standard forms.)
    - 2) Form FD 258, Fingerprint Cards. (Two (2) original Fingerprint Cards are required to be completed and signed by the person taking the fingerprints. Fingerprints can be taken by local law enforcement agencies.)
    - 3) TSA Form 2201, Fair Credit Reporting Act Form.
  - b) The COTR will submit the Background Investigation Security Paperwork to the TSA Credentialing Program Office (CPO). This submission must take place at least thirty (30) days prior to the employment start date.
  - c) When a contractor employee voluntarily or involuntarily leaves his/her employment under a contract with TSA, the contractor must obtain and return the contractor employee's badge to the COTR on the contractor employee's last day of work at a TSA facility, inclusive of all airports nationwide. The COTR will return the contractor employee's badge to the Office of Security, Physical Security Division.

B. As stated above, contractor employees requiring staff-like access to TSA facilities on a recurring basis (more than 14 days per year) must have a favorably adjudicated fingerprint based criminal history record check, credit check and search of the Office of Personnel Management, Security/Suitability Investigations Index, prior to being issued a permanent TSA Headquarters photo access pass. COTRs should advise the Office of Security, Physical Security Division, if the contract on which the contractor is working will last 90 days or less. Record checks may be conducted prior to or concurrently with a National Agency Check and Inquiries and Credit (NACIC) investigation. The NACIC is the minimum investigative standard for TSA contractor employees.

C. Contractor employees requiring temporary facility access for one to fourteen days or facility maintenance, routine delivery, etc., require only a fingerprint check and/or National Crime Information Center (NCIC) records check.

D. A contractor that participates in the National Industrial Security Program (NISP) may, through their COTR certify, in writing, that their employees have met the standard defined in Paragraph B. above.”

F. Section H, Special Contract Requirements, is amended to add a new clause H.25, Contractor Relocation Benefits and Costs, as follows:

**“H.25 Contractor Relocation Benefits and Costs**

All Contractor and subcontractor relocation that will be charged as a direct cost to this contract requires prior written approval of the TSA COR.

Relocation benefits for contractor employees shall not exceed those provided to TSA employees. See Financial Management Policy Letter No. FM-104, Interim Permanent Change of Station Procedures Guide and Information Memorandum, Interim Guidance on Relocation Benefits (Revision to FM-104). Relocation costs will be reimbursed in accordance with FAR 31.205-35, Relocation Costs, up to the limits identified in FM-104 and revision to FM-104.

Relocation requests may be sent and approved via e-mail with a cc to the Contracting Officer. Relocation requests shall include the following: All relocation requests shall include: 1) name(s), 2) purpose of relocation, and 3) itemized estimate of total relocation costs.

Unapproved relocation costs will not be reimbursed.”

G. The contract's Table of Contents is updated to add clauses H.24, Pre-Employment Security Screening of Contractor Employees, and H.25, Contractor Relocation Benefits and Costs. And updated table of contents is included with this modification.

- End Modification 27-

Attachments: 1) TSA Financial Management Policy Letter No. FM-104, Interim Permanent Change of Station Procedures Guide  
2) TSA Information Memorandum, Interim Guidance on Relocation Benefits (Revision to FM-014), dated 5/12/2004  
3) Table of Contents

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. Modification Twenty-Eight (28)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. See block 12	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. DHS, Transportation Security Administration 701 South 12 <sup>th</sup> Street Arlington, VA 22202		7. ADMINISTERED BY (If other than item 6) Jeanne Stevens Telephone: 571/227-1599 Fax: 571/227-3219		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815				( <input checked="" type="checkbox"/> ) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				( <input checked="" type="checkbox"/> ) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTSA20-03-C-00717	
				10B. DATED (SEE ITEM 13)	12/26/2002
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 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.**

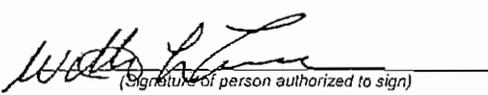
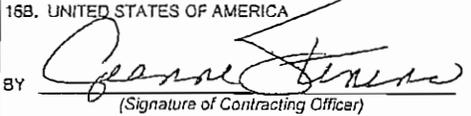
( <input checked="" type="checkbox"/> ) A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 Bilateral, FAR 52.243-2 Changes – Cost Reimbursement

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 Two

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) William L. Zanow Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeanne Stevens, Contracting Officer
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED August 10, 2004
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/2004

**A. The purpose of this modification is to:**

- 1) Correct the award fee pool available listed on Mod 22. (See Section B below).
- 2) Update the contract for the amount of award fee earned by CPS for the 2nd Award Fee Evaluation Period, Base Period, HR Services only, Clin 0001ab, as per Mod 22. (See Section C below).
- 3) The award fee pool for the 2<sup>nd</sup> award fee evaluation period for the HR Services was inadvertently too low. This modification recognizes the earned award fee from the outstanding award fee pool. (See Section D below).
- 4) CPS was evaluated for its performance for PP5 HR Services for the 2<sup>nd</sup> award fee evaluation period, however, the award fee pool for these services and the amount of award fee earned were not included under Mod 22. This modification recognizes the earned award fee for PP5 HR Services, Base Period, Clin 0001Aab. (See Section E below).
- 5) Amend Section H.3, 1252.216-73, Distribution of Award Fee, paragraph (a), to update the Base Period earned award fee for the 2<sup>nd</sup> award fee evaluation period for both HR Services and PP5 HR Services. (See Section F below).
- 6) Amend Section B, Supplies or Services and Prices, Base Period, to reduce the base fee for HR Services consistent with the reduction in the award fee for HR Services because less work was performed than originally anticipated as per Mod 27. (See Section G below).
- 7) Amend Section B, Supplies or Services and Prices, to update for the earned award fee for the 2<sup>nd</sup> award fee evaluation period and to update the total contract value. (See Section H below).

**B. Mod 22, block 14, is amended to correct the available award fee from [redacted] to [redacted].** The wrong number was used in the modification.

b4

**C. The following details the amount of award fee earned by CPS for the 2nd Award Fee Evaluation Period, Base Period, HR Services only, Clin 0001ab, as per Mod 22.**

1. For the 2<sup>nd</sup> award fee period, CPS earned [redacted] out of an award fee pool of [redacted]. There is no rollover of unearned fee across contract years.

b4

**Summary of Changes to Clin 0001ab, Max Award Fee HR Services**  
**2<sup>nd</sup> Award Fee Period: (6/26/2003-12/25/2003)**

Max A/F Beginning of 2 <sup>nd</sup> A/F Eval Period:	[redacted]	[redacted]
Award Fee Available:	[redacted]	[redacted]
Award Fee Earned:	[redacted]	[redacted]
Unearned Award Fee:	[redacted]	[redacted]
A/F allocated to next A/F Period	[redacted]	[redacted]
Revised Max Award Fee:	[redacted]	[redacted]

b4

2. CPS has invoiced for the above earned award fee of [REDACTED] for the 2nd Award Fee Evaluation Period via CPA invoice # TSA 114.

b4

D. The award fee pool used for the 2<sup>nd</sup> award fee evaluation above was inadvertently too low. The award fee pool should have been [REDACTED] (See Mod 27). The award fee pool used was [REDACTED]. The outstanding award fee pool is [REDACTED] and includes the rollover amount from the 1<sup>st</sup> award fee evaluation period.

b4

1. The following calculates the earned award fee as per Mod 22 against the outstanding award fee pool in item 3. For the 2<sup>nd</sup> Award Fee period, CPS earned [REDACTED] out of an award fee pool of [REDACTED]. There is no rollover of unearned award fee between contract years.

b4

Summary of Changes to Clin 0001ab, Max Award Fee HR Services

2<sup>nd</sup> Award Fee Period: (6/26/2003-12/25/2003)

Max A/F Beginning of 2 <sup>nd</sup> A/F Eval Period:	[REDACTED]	[REDACTED]
Award Fee Available:	[REDACTED]	[REDACTED]
Award Fee Earned:	[REDACTED]	[REDACTED]
Unearned Award Fee:	[REDACTED]	[REDACTED]
A/F allocated to next A/F Period	[REDACTED]	[REDACTED]
Revised Max Award Fee:	[REDACTED]	[REDACTED]

b4

b4

2. CPS may invoice for [REDACTED] for earned award fee for the 2<sup>nd</sup> award fee evaluation period. The CPS invoice should reference this modification number, the appropriate Clin number, and the 2<sup>nd</sup> award fee evaluation period. No other documentation is required.

E. CPS was evaluated for its performance for the PP5 HR services in the 2<sup>nd</sup> award fee evaluation period; however, the award fee pool for these services and the amount of earned award fee were not included under Mod 22. The following calculates the earned award fee for the 2<sup>nd</sup> Award Fee Evaluation Period, Base Period, PP5 HR Services only, Clin 0001Aab.

1. For the 2<sup>nd</sup> award fee period, CPS earned [REDACTED] out of an award fee pool of [REDACTED]. There is no rollover of unearned award fee between contract years. b4

Summary of Changes to Clin 0001Aab, Max Award Fee PP5 HR Services

2<sup>nd</sup> Award Fee Period: (6/26/2003-12/25/2003)

Max A/F Beginning of 2 <sup>nd</sup> A/F Eval Period:	[REDACTED]	[REDACTED]
Award Fee Available:	[REDACTED]	[REDACTED]
Award Fee Earned:	[REDACTED]	[REDACTED]
Unearned Award Fee:	[REDACTED]	[REDACTED]
A/F allocated to next A/F Period	[REDACTED]	[REDACTED]
Revised Max Award Fee:	[REDACTED]	[REDACTED]

2. For the PP5 HR Services, CPS may invoice for [REDACTED] for earned award fee for the 2<sup>nd</sup> award fee evaluation period. The CPS invoice should reference this modification number, the appropriate Clin number, and the 2<sup>nd</sup> award fee evaluation period. No other documentation is required. b4

F. Section H.3, 1252.216-73, Distribution of Award Fee, paragraph (a), is amended to update the Base Period earned award fee for the 2<sup>nd</sup> award fee evaluation period for HR services and PP5 HR Services.

“H.20 TAR 1252.216-73, DISTRIBUTION OF AWARD FEE (OCT 1994)

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts.

BASE PERIOD	Dates	Max Award Fee (\$)
1a	[REDACTED]	[REDACTED]
1b	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
Total HR Svcs:		[REDACTED]
PP5	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 1	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
PP5	Same as above	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 2	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 3	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

OPTION YEAR 4	Dates	Max Award Fee (\$)
2 semi-annual periods	[REDACTED]	[REDACTED]
TOTAL:		[REDACTED]

b4

**TOTAL CONTRACT AWARD FEE**

HR Services (Base Period plus all options)	[REDACTED]
PP5 Airports (Base Period plus option year 1)	[REDACTED]
TOTAL	[REDACTED]

b4

- G. Section B, Supplies or Services and Prices, Base Period, HR Services only, Clin 0001aa, Base Fee is amended to reduce the base fee from [REDACTED] to [REDACTED]. This is necessary because less work was performed in the base period than originally anticipated and to be consistent with the reduction in the maximum available award fee as per Mod 27.
- H. The following summarizes the changes to Section B as a result of the 2<sup>nd</sup> Award Fee Evaluation. Section B, Supplies or Services and Prices, is amended to update the Base Period for the earned award fee for both HR and PP5 HR Services, reduced HR Services base fee, and to update the total contract value.

**“BASE PERIOD**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
0001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
0001aa	Base Fee			[REDACTED]
0001ab	Award Fee			[REDACTED]
0002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>BASE PERIOD:</b>			[REDACTED]

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount (\$) (a)
0001A	HR Svcs for PP5 airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
0001Aaa	Base Fee [REDACTED]			[REDACTED]
0001Aab	Award Fee [REDACTED]			[REDACTED]
0002A	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL PP5 Airports</b>	<b>BASE PERIOD:</b>			[REDACTED]

<b>TOTAL BASE PERIOD: HR Services and HR Services for PP5 Airports</b>	[REDACTED]
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b4

**OPTION YEAR ONE (1)**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
1001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001aa	Base Fee [REDACTED]			[REDACTED]
1001ab	Award Fee [REDACTED]			[REDACTED]
1002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>OPTION YEAR 1:</b>			[REDACTED]

b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount (\$) (a)
1001A	HR Svcs for PP5 airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001Aaa	Base Fee [REDACTED]			[REDACTED]
1001Aab	Award Fee [REDACTED]			[REDACTED]
1002A	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL PP5 Airports</b>	<b>OPTION YEAR 1:</b>			[REDACTED]

b4

<b>TOTAL OPTION YEAR 1: HR Services and HR Services for PP5 Airports</b>	[REDACTED]
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b4

**OPTION YEAR TWO (2)**

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount (\$)
2001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>OPTION YEAR 2:</b>			[REDACTED]

b4

**OPTION YEAR THREE (3)**

Clin	Supply/Services	Quantity	Unit Price	Amount (\$)
3001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
3001aa	Base Fee [REDACTED]			[REDACTED]
3001ab	Award Fee [REDACTED]			[REDACTED]
3002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost, No Fee)		[REDACTED]
<b>TOTAL</b>	<b>OPT YEAR 3:</b>			[REDACTED]

b4

**OPTION YEAR FOUR (4)**

Clin	Supply/Services	Quantity	Unit Price	Amount (\$)
4001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
4001aa	Base Fee [REDACTED]			[REDACTED]
4001ab	Award Fee [REDACTED]			[REDACTED]
4002	Other Direct Costs (ODCs) G&A [REDACTED]	(Est Cost, No Fee)		[REDACTED]
<b>TOTAL</b>	<b>OPT YEAR 4:</b>			[REDACTED]

b4

**GRAND TOTAL CONTRACT VALUE**

HR Services (Base Period plus all options)	
PP5 Airports (Base Period plus option year 1)	
<b>TOTAL:</b>	<b>\$570,905,221"</b>

b4

- End Modification 28-

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 3
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2. AMENDMENT/MODIFICATION NO. Modification No. 29	3. EFFECTIVE DATE SEE BLOCK 16c	4. REQUISITION/PURCHASE REQ. NO. 2105205-HRA-006; 21-05-205AOP-025; 21-05-205AOP-026	5. PROJECT NO. (If applicable) 2
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

—SEE PAGE 2—

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

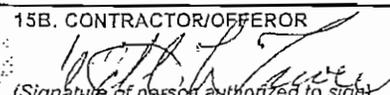
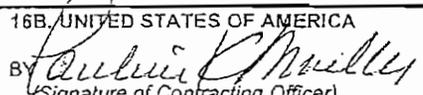
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Section G, Clause G.5, "Incremental Funding"

E. IMPORTANT: Contractor [ ] is not, [X] 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 PAGES 2-3

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 TITLED OF SIGNER (Type or print) William L. Zanow National Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED November 4, 2004
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/08/04

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to obligate additional funding for continued performance under the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of [REDACTED] under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR Services and PP5 Services, as follows. b4

i) Funding in the amount of [REDACTED] is obligated for HR Services. b4

ii) Funding in the amount of [REDACTED] is obligated for PP5 Services. The funding obligated for PP5 services is divided as follows: b4

[REDACTED] for services at Jackson Hole Airport  
 [REDACTED] for services at Rochester International Airport

iii) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

iv) The incremental funding obligated in this Modification is for performance of services through November 30, 2004.

v) The Accounting and Appropriations information for the funding obligated in this Modification is as follows:

HR: 5-AV05XA000D-2005-PSS040-GE0000-2500-3G00-HRM000-3G00000000000000-252R  
 PR No. 2105205-HRA-006; Amount: \$20,000,000

PP5: 5-AV05XA000D-2005-PSS010-GE0057-2500-2B00-PLT000-2B15ROC0000000000-252R  
 PR No. 21-05-205AOP-025; Amount: \$316,000

5-AV05XA000D-2005-PSS010-GE0057-2500-2B00-PLT000-2B12JAC0000000000-252R  
 PR No. 21-05-205AOP-026; Amount: \$150,000

Contract No.: DTSA20-03-C-00717  
 Modification No.: 29  
 Page 3 of 3

14 b. As a result of the funding obligated in this Modification, the total Contract Value information for the PP5 Airports Services for Option Year 1 is hereby modified to the following:

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount
1001A	HR Svcs for PP5 Airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001Aaa	Base Fee [REDACTED]			[REDACTED]
1001Aab	Award Fee [REDACTED]			[REDACTED]
1002A	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total PP5 Airports</b>	<b>OPTION YEAR 1</b>			[REDACTED]

14 c. As a result of the revised Contract Value information for the PP5 Airports Services, the total Contract Value information for Option Year 1, inclusive of HR Services and PP5 Services, is hereby modified to reflect the following total:

**TOTAL OPTION YEAR 1 (HR Services and PP5 Services): \$114,393,383**

14 d. Modification No. 28 contained an error. Under item H, the Modification incorrectly stated the total Contract Value for the PP5 Airports for the Base Period. The total Contract value for the Base Period for the PP5 Airports is hereby corrected to [REDACTED]. This is an increase of \$3,566 over the previously stated value. This amount accurately reflects the amount of funding obligated under the Contract for PP5 Airports services. The funding is added to the Services line for PP5 airports, and not the Award Fee line.

14 e. As a result of the change in total Contract Value for Option Year 1, as well as the corrected Contract Value for PP5 Airports for the Base Period, the Grand Total Contract Value is accordingly modified to reflect the following total:

**GRAND TOTAL CONTRACT VALUE (HR Services for Base Period plus all Options; PP5 Services for Base Period plus Option Year 1): \$571,374,787**

14 f. All other terms and conditions of the Contract remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 2
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2. AMENDMENT/MODIFICATION NO. Modification No. 30	3. EFFECTIVE DATE SEE BLOCK 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(X)	9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11):	
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717	
CODE:	FACILITY CODE:	X	10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) --NO CHANGE--

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

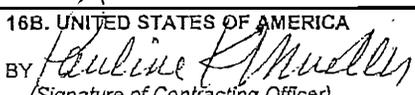
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Section H.20, "Distribution of Award Fee"

E. IMPORTANT: Contractor [ ] is not, [X] 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.

15A. NAME AND TITLED OF SIGNER (Type or print) William L. Zanow National Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED November 4, 2004	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		16C. DATE SIGNED 11/5/04

Contract No.: DTSA20-03-C-00717  
Modification No.:30  
Page 2 of 2

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to indicate the amount of Award Fee earned by the Contractor for the 3<sup>rd</sup> Award Fee period, to authorize the Contractor to submit an invoice to the Government for this amount, and to update the corresponding Contract information. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. For the 3<sup>rd</sup> Award Fee period (December 26, 2003, through June 25, 2004), the Contractor earned a total award fee of [REDACTED] for HR Services. The Contractor may submit an invoice to the Government for [REDACTED]. The invoice should reference this Modification, the appropriate CLIN, and the 3<sup>rd</sup> Award Fee period. No other documentation is required. b4

14 b. The maximum potential award fee for Option Year 1 of the Contract for HR Services is [REDACTED]. As a result of the award fee earned listed in item 14 (a) above, the available remaining award fee for Option Year 1 is [REDACTED]. b4

14 c. No additional funding for the Contract is obligated in this Modification. The funding for the award fee earned by the Contractor is available under the Contract through previous obligations.

14 d. All other terms and conditions of the Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 30---

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 3
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2. AMENDMENT/MODIFICATION NO. Modification No. 31	3. EFFECTIVE DATE SEE BLOCK 16c	4. REQUISITION/PURCHASE REQ. NO. 21-05-205AOP-079; 21-05-205AOP-080	5. PROJECT NO. (If applicable)
------------------------------------------------------	------------------------------------	------------------------------------------------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

—SEE PAGE 2—

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

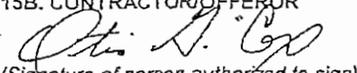
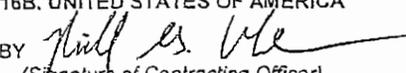
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Section G, Clause G.5, "Incremental Funding"

**E. IMPORTANT:** Contractor [ ] is not, [X] 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 PAGES 2-3

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 TITLED OF SIGNER (Type or print) Otis G. Cox CPS Senior Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Melrose Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED November 19, 2004
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/19/2004

Contract No.: DTSA20-03-C-00717  
Modification No.: 31  
Page 2 of 3

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to obligate additional funding for continued performance of PP5 airport assessment services under the subject Contract, and to extend the period of performance for PP5 assessment services. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of [REDACTED] under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for assessment services at PP5 airports, as follows. b4

i) Funding in the amount of \$170,000 is obligated for services at [REDACTED] b4

ii) Funding in the amount of \$435,000 is obligated for services at [REDACTED] b4

iii) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

iv) The incremental funding obligated in this Modification is for performance of services through December 25, 2004.

v) The Accounting and Appropriations information for the funding obligated in this Modification is as follows:

5-AV05XA000D-2005-PSS010-GE0057-2500-2B00-PLT000-2B13MCI000000000-252R-61006600; PR No. 21-05-205AOP-079; Amount: \$435,000

5-AV05XA000D-2005-PSS010-GE0057-2500-2B00-PLT000-2B11SFO000000000-252R-61006600; PR No. 21-05-205AOP-080; Amount: \$170,000

Contract No.: D TSA20-03-C-00717  
 Modification No.: 31  
 Page 3 of 3

14 b. As a result of the funding obligated in this Modification, the total Contract Value information for the PP5 Airports Services for Option Year 1 is hereby modified to the following:

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount
1001A	HR Svcs for PP5 Airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
1001Aaa	Base Fee [REDACTED]			[REDACTED]
1001Aab	Award Fee [REDACTED]			[REDACTED]
1002A	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total PP5 Airports</b>	<b>OPTION YEAR 1</b>			[REDACTED]

b4

14 c. As a result of the revised Contract Value information for the PP5 Airports Services, the total Contract Value information for Option Year 1, inclusive of HR Services and PP5 Services, is hereby modified to reflect the following total:

**TOTAL OPTION YEAR 1 (HR Services and PP5 Services): \$114,998,383**

14 d. As a result of the change in total Contract Value for Option Year 1, the Grand Total Contract Value is accordingly modified to reflect the following total:

**GRAND TOTAL CONTRACT VALUE (HR Services for Base Period plus all Options; PP5 Services for Base Period plus Option Year 1): \$571,979,787**

14 e. The Statement of Objectives for assessment services at PP5 airports, incorporated into the Contract in Modification No. 7, specified a period of performance for these assessment services through November 19, 2004. Pursuant to the authorization provided by the Contracting Officer on November 18, 2004, the period of performance for assessment services at PP5 airports is hereby extended through December 25, 2004.

14 f. All other terms and conditions of the Contract remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 2
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2. AMENDMENT/MODIFICATION NO. Modification No. 32	3. EFFECTIVE DATE SEE BLOCK 16c	4. REQUISITION/PURCHASE REQ. NO. 2105205-HRA-006-001	5. PROJECT NO. (if applicable) "
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (if other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

5-AV05XA000D-2005-PSS040-GE0000-2500-3G00-HRM000-3G00000000000000-252R (F): INCREASE \$12,500,000  
PR 2105205-HRA-006-001

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

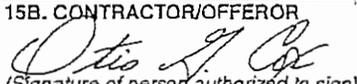
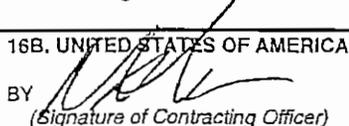
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Section G, Clause G.5, "Incremental Funding"

**E. IMPORTANT:** Contractor [ ] is not, [X] 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.

15A. NAME AND TITLED OF SIGNER (Type or print) Otis G. Cox Senior Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED November 22, 2004
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/22/04

Contract No.: DTSA20-03-C-00717  
Modification No.: 32  
Page 2 of 2

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to obligate additional funding for continued performance of HR services under the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$12,500,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services.

i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The incremental funding obligated in this Modification is for performance of services through December 25, 2004.

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

14 b. The total Contract Value information does not change as a result of the funds obligated in this Modification.

14 c. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 32---

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE(S) 1 of 3
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2. AMENDMENT/MODIFICATION NO. Modification No. 33	3. EFFECTIVE DATE DECEMBER 25, 2004	4. REQUISITION/PURCHASE REQ. NO. 2105205-HRA-032	5. PROJECT NO. (If applicable) 2
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6. ISSUED BY: U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11):	
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717	
CODE:	FACILITY CODE:	X	10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**2. ACCOUNTING AND APPROPRIATION DATA (If required)**

5-AV05XA000D-2005-PSS040-GE0000-2500-3G00-HRM000-3G00000000000000-252R (F): INCREASE \$27,500,000  
PR 2105205-HRA-032

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

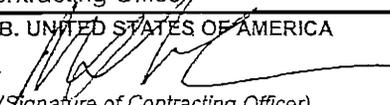
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral; Contract Clause 52.217-9, "Option to Extend the Term of the Contract"

**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.)

---SEE PAGES 2-3---

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 TITLED OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/04

Contract No.: DTSA20-03-C-00717  
 Modification No.: 33  
 Page 2 of 3

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to exercise Option Year 2 of the subject Contract, and to obligate incremental funding for continued performance of services under the next Option Year. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Pursuant to Contract Clause 52.217-9, "Option to Extend the Term of the Contract", Option Year 2 of the subject Contract is hereby exercised. The period of performance for the Contract is therefore extended from December 26, 2004, through December 25, 2005.

14 b. Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$27,500,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services.

i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

iii) The total Contract Value for Option Year 2 remains as stated in Modification No. 28; that is, the total Contract Value for Option Year 2 is \$113,468,969. The funding obligated in this Modification for the exercise of Option Year 2 is provided in the following amounts for the Contract Line Items and Sub-Line Items identified below; however, the amounts provided in Modification 28 for the total value of Option Year 2 remain unchanged:

CLIN	Supply/Services	Quantity	Unit Price	Amount
HR Services				
2001	HR Services, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>TOTAL HR SERVICES</b>	<b>OPTION YEAR 2</b>			[REDACTED]

b4

Contract No.: DTSA20-03-C-00717  
Modification No.: 33  
Page 3 of 3

14 c. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787

14 d. The Contractor is hereby authorized to continue performance of assessment services for the PP5 airports for the period from December 26, 2004, through December 25, 2005. The Contractor's services for PP5 airports shall be performed only at the issuance of specific Technical Direction from either the Contracting Officer or the Contracting Officer's Representative, unless otherwise changed via a subsequent modification to this Contract. Funding for PP5 assessment services will be obligated separately from the current Modification.

14 e. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 33---

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 3
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2. AMENDMENT/MODIFICATION NO. Modification No. 34	3. EFFECTIVE DATE 12/25/2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 2
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11):	
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717	
CODE:	FACILITY CODE:	X	10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

---NO CHANGE---

**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. AUTHORITY:
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 42.103(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, [X] 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 PAGES 2-3

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 TITLED OF SIGNER (Type or print) <i>William L ZAVON</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Melrose Contracting Officer
15B. CONTRACTOR/OFFEROR <i>William L ZAVON</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>2/7/05</i>
16B. UNITED STATES OF AMERICA BY <i>Richard Melrose</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>02/07/2005</i>

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to create separate CLINs for funds associated with services for PP5 airports, in accordance with the exercise of Option Year 2 in Modification No. 33 to the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Section B of the Contract is hereby modified to incorporate CLINs 2001A and 2002A, along with associated sub-CLINs, for PP5 services for Option Year 2 of the Contract. The CLIN is incorporated in the Contract as follows:

b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount
2001A	HR Svcs for PP5 Airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001Aaa	Base Fee [REDACTED]			[REDACTED]
2001Aab	Award Fee [REDACTED]			[REDACTED]
2002A	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total PP5 Airports</b>	<b>OPTION YEAR 2</b>			[REDACTED]

14 b. No funds are obligated in this Modification for PP5 services. The funding amounts per CLIN and sub-CLIN stated in item 14 (a) above are the carry-over funds from Option Year 1 of the Contract, and are available under the CLIN for PP5 services during Option Year 2.

14 c. The total funding obligated under the Contract previous to this Modification, for PP5 services remains unchanged at \$4,401,000. The total Contract obligations to date remain unchanged at \$253,876,942.

14 d. The total Contract value for Option Year 2 is hereby increased by \$1,656,176.73, in accordance with the CLIN incorporated in item 14 (a) above. As a result, the revised Contract value for Option Year 2 is now \$115,125,145.73.

14 e. As a result of the preceding changes, the total Contract value for Option Year 1 is hereby changed as follows: the value is reduced by \$1,656,176.73 to reflect the carry-over of funds from Option Year 1 to Option Year 2. As a result, the total Contract value for Option Year 1 is hereby changed to \$113,342,206.27.

14 f. In accordance with the revised Contract value for Option Year 1, the CLIN and sub-CLIN funding information applicable to PP5 services for Option Year 1 is hereby deleted in its entirety, and is replaced with the following:

b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Adjusted Amount
1001A	HR Svcs for PP5 Airports, per SOW	██████████ (Est Cost)	NSP	██████████
1001Aaa	Base Fee ██████████			██████████
1001Aab	Award Fee ██████████			██████████
1002A	Other Direct Costs G&A ██████████	(Est Cost)		██████████
<b>Total PP5 Airports</b>	<b>OPTION YEAR 1</b>			██████████

14 g. All other terms and conditions of the Contract remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 2
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2. AMENDMENT/MODIFICATION NO. Modification No. 35	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 21-05-205HRM052	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.1948 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(*)	9A. AMENDMENT OF SOLICITATION NO.
Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: D TSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

5AV05XA000D2005PSS040GE000025003G00HRM000/3G00000000000000/252R/TSA DIRECT/DEF. TASK: INCREASE \$15,000,000  
PR 21-05-205HRM052

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

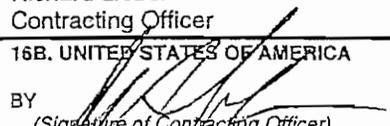
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "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.)

—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.

15A. NAME AND TITLED OF SIGNER (Type or print) William L. Zanow Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED March 15, 2005
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/15/05

Contract No.: DTSA20-03-C-00717  
 Modification No.: 35  
 Page 2 of 2

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to obligate incremental funding for the continued performance of services under the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$15,000,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services, for a period of performance through April 15, 2005.

i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PPS Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

iv) The total Contract Value for Option Year 2 remains as stated in Modification No. 28; that is, the total Contract Value for Option Year 2 is \$113,468,969.

14 b. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787

14 c. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE(S)  
1 of 3

AMENDMENT/MODIFICATION NO.  
Modification No. 36

3. EFFECTIVE DATE  
APRIL 6, 2005

4. REQUISITION/PURCHASE REQ. NO.  
21-05-205HRM067

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Department of Homeland Security  
Transportation Security Administration  
701 South 12<sup>th</sup> Street; TSA-25  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6)  
Richard Melrose, Contracting Officer  
571.227.1588 (Voice)  
571.227.2913 (Fax)  
Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Cooperative Personnel Services  
dba CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Attn.: John Davis

(\*)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER NO:  
D TSA20-03-C-00717

CODE:

FACILITY CODE:

X

10B. DATED (SEE ITEM 13):  
December 26, 2002

**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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

5AV05XA000D2005PSS040GE000025003G00HRM000/3G00000000000000/252R/TSA DIRECT/DEF. TASK: INCREASE \$5,500,000  
PR 21-05-205HRM067

**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. AUTHORITY:

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 42.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 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.

15A. NAME AND TITLED OF SIGNER (Type or print)

William L. Zanow  
Program Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Richard Lieber  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

4/20/05

BY (Signature of Contracting Officer)

4/20/05

Contract No.: DTSA20-03-C-00717  
Modification No.: 36  
Page 2 of 3

**BLOCK 14 CONTINUED:**

The purposes of this Modification are to 1) incrementally fund an additional \$5, 500,000 for the continued performance of services under the subject Contract and 2) document the right of the parties in relation to the funding under Modification 35. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$5,500,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services under CLIN 2001 and CLIN 2002, for a period of performance from April 6, 2005 through May 15, 2005.

- i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

- ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

- iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

iv.) The funding obligated in this Modification is provided in the following amounts for the CLINs identified below: (Note: the incremental funding provided under Modification 35 is not included in these numbers, so the value under the "Total column" does not match the value cited under para 14.a.ii above.)

64

CLIN	Supply/Services	Mod 33 Value	Mod 35*	Mod 36**	Total
2001	HR Services, per SOW	[REDACTED]	TDB	[REDACTED]	[REDACTED]
2001aa	Base Fee Pool	[REDACTED]	TBD	[REDACTED]	[REDACTED]
2001ab	Award Fee Pool	[REDACTED]	TBD	[REDACTED]	[REDACTED]
2002	Other Direct Costs and G&A	[REDACTED]	TBD	[REDACTED]	[REDACTED]
Total Funding		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\*Incremental funding provided under Modification 35.

\*\*Incremental funding provided by this modification (Modification 36)

14.b. CPS shall only incur costs applicable to the incremental funding identified in paragraph 14.a.iv CLINS 2001 and 2002 under the "Mod 36" column cited above for efforts continuing from April 6, 2005 as adjusted by any TSA Management Directive issued affecting this incremental funding.

14 c. The total Contract Value for Option Year 2 remains as stated in Modification No. 28; that is, the total Contract Value for Option Year 2 is \$113,468,969. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787.

14.d. In relation to the incremental funding provided under Modification 35, the Parties are in the process of discussing their respective positions with regard to the proper allocation of such funding to the Contract Line Items and Sub-line Items.

14 e. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

—END MODIFICATION No. 36—

1. N. J.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE(S) 1 of 3
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2. AMENDMENT/MODIFICATION NO. Modification No. 37	3. EFFECTIVE DATE May 16, 2005	4. REQUISITION/PURCHASE REQ. NO. 21-05-205HRM083	5. PROJECT NO. (If applicable)
------------------------------------------------------	-----------------------------------	-----------------------------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.2913 (Fax) Richard.Melrose@dhs.gov
--------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(*)	9A. AMENDMENT OF SOLICITATION NO.
Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
5AV05XA000D2005PSS040GE000025003G00HRM000/3G00000000000000/252RTSA DIRECT/DEF. TASK: INCREASE \$10,000,000  
PR 21-05-205HRM083

**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. AUTHORITY:
.	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 42.103(b).
.	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
---SEE PAGES 2-3---

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 TITLED OF SIGNER (Type or print) William L. Zanow Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pauline Mueller Contracting Officer
15B. CONTRACTOR/OFFEROR <i>William L. Zanow</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/13/05
16B. UNITED STATES OF AMERICA BY <i>Pauline Mueller</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-13-05

Contract No.: DTSA20-03-C-00717  
 Modification No.: 37  
 Page 2 of 3

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to incrementally fund an additional \$10,000,000 for the continued performance of services under the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$10,000,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services under CLIN 2001 and CLIN 2002, for a period of performance from May 16, 2005 through June 30, 2005.

i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

Contract No.: DTSA20-03-C-00717  
Modification No.: 37  
Page 3 of 3

14 a. Continued:

iv) The funding obligated in this Modification is obligated against the Contract Line Item Numbers as follows:

b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total HR Services</b>	<b>Current Obligation Only for Option Year 2</b>			[REDACTED]

14 b. The total Contract Value for Option Year 2 remains as stated in Modification No. 28; that is, the total Contract Value for Option Year 2 is \$113,468,969. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787.

14 c. With respect to the incremental funding provided under Modification 35, the Parties are in the process of discussing their respective positions with regard to the proper allocation of such funding to the Contract Line Items and Sub-line Items.

14 d. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 37---

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE(S)  
1 of 2

AMENDMENT/MODIFICATION NO.  
Modification No. 38

3. EFFECTIVE DATE  
June 26, 2005

4. REQUISITION/PURCHASE REQ. NO.  
NA

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Department of Homeland Security  
Transportation Security Administration  
701 South 12<sup>th</sup> Street; TSA-25  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6)  
Richard Melrose, Contracting Officer  
571.227.1588 (Voice)  
571.227.2913 (Fax)  
Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Cooperative Personnel Services  
dba CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Attn.: John Davis

(\*)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER NO:  
DTSA20-03-C-00717

CODE:

FACILITY CODE:

X

10B. DATED (SEE ITEM 13):  
December 26, 2002

**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 a 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 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 and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

---NO CHANGE---

**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. AUTHORITY:

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 42.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Unilateral; Contract Clause H.19, "Performance Evaluation Plan"

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.)

---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.

15A. NAME AND TITLED OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Richard Melrose  
Contracting Officer

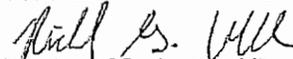
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY   
(Signature of Contracting Officer)

05/13/2005

Contract No.: DTSA20-03-C-00717  
Modification No.: 38  
Page 2 of 2

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to implement a new Performance Evaluation Plan for the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Pursuant to Contract Clause H.19, "Performance Evaluation Plan", the Performance Evaluation Plan for the subject Contract is hereby revised. This revision is made in accordance with the rights of the Government pursuant to paragraph (c) of the Contract clause referenced above. Notification of the changes to the Performance Evaluation Plan is made on this 13<sup>th</sup> day of May, 2005. The revised Performance Evaluation Plan is provided as an attachment to this Modification.

14 b. The revised Performance Evaluation Plan is effective beginning with Evaluation Period Number 6, beginning June 26, 2005. Accordingly, the determination of any award fee amount earned by the Contractor beginning with Evaluation Period Number 6 will be made in accordance with the attached revised Performance Evaluation Plan.

14 c. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION NO. 38---

Activity	Metric	Performance Metric	Measurement	Exceeds Average	Above Average	Average	Below Average
1	1a	Effective cost controls through accurate budget/cost projections	By the 1st of each month, CPS will provide TSA with the total estimated costs projected to be invoiced for the upcoming month. The estimated costs will be provided by CLIN. At the end of the month, the estimated costs will be compared with the actual invoiced costs and the rating for this metric will be based on the percentage that the estimate is within the actual monthly invoice total.	95-100%	90-94%	85-89%	≤84%
1	1b	Timely cost accrual	At the end of each month, a report will be generated to determine the timeliness of the costs being incurred during the period. The percentage of costs that are invoiced within 60 days will determine the rating for this metric.	95-100%	90-94%	85-89%	≤84%
1	1c	Financial control and management	Overall rating of the quality of the contractor's financial control and management of the contract. See Adjectival Ratings.	90-100	80-89	70-79	0-69
2	2a	Effective program management	Overall rating of the quality, effectiveness, and responsiveness of the contractor's program management. See Adjectival Ratings.	90-100	80-89	70-79	0-69
3	3a	MAP competitive action processing	This rating will be determined based on the percentage of MAP competitive actions that are processed within the designated time frames based on the information contained in the Monthly MAP Metrics Summary Report prepared by CPS.	95-100%	90-94%	85-89%	≤84%
3	3b	MAP non-competitive actions processing	This rating will be determined based on the percentage of MAP non-competitive actions that are processed in 2 or fewer business days based on the information contained in the Monthly MAP Metrics Summary Report prepared by CPS.	95-100%	90-94%	85-89%	≤84%
3	3c	Quality of actions processed	This rating will be determined by the percentage of amended certifications that need to be reissued due to errors compared to the total number of certifications processed during a rating period. This measurement will include all competitive and non-competitive actions.	95-100%	90-94%	85-89%	≤84%
3	3d	Recruited screeners to meet BFOQ	This rating will be determined by the percentage of assessments that met the hiring plan requirements for females/males, as appropriate (for all assessments during a rating period conducted to meet BFOQ).	95-100%	90-94%	85-89%	≤84%
3	3e	Recruited screeners	This rating will be determined through a comparison of qualified candidates who applied during a rating period with Civilian Labor Force (CLF) statistics to indicate if TSA is attracting a diverse candidate pool.	5 of 5 categories	4 of 5 categories	3 of 5 categories	≤2 categories
4	4a	Assess the required number of candidates	This rating will be determined based on the percentage of assessments during a rating period that met the hiring plan requirements as reported in the Assessment Center After Action Reports prepared by CPS.	95-100%	90-94%	85-89%	≤84%
4	4b	Manage incidents in the assessment process	This rating will be determined by the number of non-standardized incidents that are not managed timely and appropriately, including appropriate notification to TSA and the candidate(s); immediate remedial action including identification of root-cause(s); as well as a determination of all implications of the incident for any and all applicants affected, and the selection process, or any aspect of TSA.	0-1	2-3	4-5	≥6
4	4c	Manage changes to policies and procedures	This rating will be determined by the number of significant changes to policies or procedures that are not addressed fully and consistently throughout the selection system (e.g., vacancy announcement is modified as requirements change, etc.).	0-1	2-3	4-5	≥6

5	5a	Audit of recruitment case files	This rating will be based on the number of Review Categories (8 total) on the monthly Recruitment Case File Audit that are rated "Excellent" by OHR/PMO.	8	6-7	4-5	≤3
5	5b	Compliance with Federal laws, TSA business rules and requirements	Overall rating for compliance with Federal laws and TSA business rules and requirements in both MAP and screener hiring. See Adjectival Ratings.	90-100	80-89	70-79	0-69
6	6a	Customer service to TSA organizations	This rating will be determined based on the number of valid, substantiated complaints reported during a rating period by TSA organizations to the OHR/PMO.	0-1	2-3	4-5	≥6
6	6b	Customer service to OHR/PMO	Overall rating of customer support provided to the OHR/PMO. See Adjectival Ratings.	90-100	80-89	70-79	0-69
7	7a	Recruitment Call Center customer satisfaction	This rating will be determined based on the number of valid, substantiated complaints reported to the TSA Screener Candidate email box, the HR/PMO, and Office of Civil Rights.	0-3	4-6	7-9	≥10
7	7b	Communication with all customers	Overall rating of the effectiveness and timeliness of communication with customers and TSA organizations. See Adjectival Ratings.	90-100	80-89	70-79	0-69
8	8a	Maintain data quality/integrity	Overall rating of data quality and integrity; quality of maintenance; and manner that facilitates retrieval and analysis. See Adjectival Ratings.	90-100	80-89	70-79	0-69
8	8b	Preparation of routine and ad-hoc reports	Overall rating of the quality, accuracy and timeliness of routine and ad-hoc reports. See Adjectival Ratings.	90-100	80-89	70-79	0-69

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE(S)  
1 of 4

2. AMENDMENT/MODIFICATION NO. Modification No. 39	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)
------------------------------------------------------	------------------------------------	----------------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.2911 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11):
		10A. MODIFICATION OF CONTRACT/ORDER NO: D TSA20-03-C-00717
CODE:	FACILITY CODE:	X 10B. DATED (SEE ITEM 13): December 26, 2002

**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 a 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 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 date specified.

ACCOUNTING AND APPROPRIATION DATA (If required) --NO CHANGE--

**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. AUTHORITY:
	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 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"; Mutual Agreement of the Parties

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

---SEE PAGES 2-4---

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 TITLED OF SIGNER (Type or print) <b>JAN BARRY EOSTER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard Lieber Contracting Officer
1. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED <b>6/9/05</b>
	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED <b>6/9/05</b>

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to incorporate the bilateral agreement of the parties regarding the Contractor's over-expenditure of funding for Option Year 1 and estimated over-expenditure of funding for Option Year 2. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. In recognition of the over-expenditure of funds by the Contractor in the amount of \$7,990,015 for the Option Year 1 contract period of performance, and the lack of Contractor notification as required by Contract Clause 52.232-22, "Limitation of Funds", and Contract Clause 52.232-20, "Limitation of Cost", the Parties hereby agree to be bound by the terms of the following agreements:

- i) The Contractor will not receive any Award Fee distribution for the second evaluation period of Option Year 1, from June 26, through December 25, 2004. The reason for not distributing any Award Fee is the agreement of the parties to make the Award Fee funding available for the over-expenditure of funds, as detailed below.
- ii) The funding obligated by the Government for the Award Fee pool for the above-referenced period [REDACTED] shall be applied to the Services Contract Line Item for Option Year 1 (CLIN 1001) as an off-set towards the Contractor's over-expenditure in Option Year 1, and is made available for reimbursement of the Contractor's costs. b4
- iii) For Option Year 1, beyond its off-set with the funds transferred from the Award Fee Pool Contract Line Item to the Services Line Item, the Government will not reimburse the Contractor for any Option Year 1 costs incurred in excess of the funds obligated under the Contract through the end of Option Year 1.
- iv) With the exception of the Contractor's financial management and controls, and the over-expenditure of funds, the Government acknowledges that all work performed by the Contractor during the second evaluation period of Option Year 1 was performed in a satisfactory manner.
- v) As a result of the agreements enumerated above, the total amount of Option Year 1 costs for which the Contractor will not be reimbursed by the Government is \$4,817,205.
- vi) The parties acknowledge that the Government has overpaid the Contractor for Option Year 1 invoices. The parties agree to finalize the amount of overpayment, and the Contractor agrees to reimburse the Government for the amount of overpayment. The Government agrees to allow the Contractor to reimburse the Government in increments through the end of Option Year 2 (December 26, 2005).

14 a. Continued:

- vii) The Contractor for itself, its officers, agents and employees, its subcontractors, its successors in interest, assignees and sureties, hereby agrees to unconditionally waive any and all claims, disputes or causes of action, known or unknown, and to unconditionally discharge the Government, its officers, agents and employees from any and all liabilities, obligations, claims, including cumulative claims and requests for equitable adjustments, and demands known or unknown, arising out of or related to the over-expenditure of funds by the Contractor during the Option Year 1 contract period of performance.
- viii) The Government for itself, its officers, agents and employees, hereby agrees to unconditionally waive any and all claims, disputes or causes of action, known or unknown, and to unconditionally discharge the Contractor, its officers, agents and employees, its subcontractors, its successors in interest, assignees and sureties, from any and all liabilities, obligations, claims, including cumulative claims and requests for equitable adjustments, and demands known or unknown, arising out of or related to the over-expenditure of funds by the Contractor during the Option Year 1 contract period of performance.

14 b. In recognition of the estimated over-expenditure of funds by the Contractor in the amount of \$1,200,000 for the Option Year 2 contract period of performance from December 26, 2004, through April 5, 2004, and the lack of Contractor notification as required by Contract Clause 52.232-22, "Limitation of Funds", the Parties hereby agree to be bound by the terms of the following agreements:

- i) For Option Year 2, the funding obligated by the Government for the Award Fee pool for the Option Year 2 period of performance through April 5, 2005, shall be applied to the Services Contract Line Item for Option Year 2 (CLIN 2001), and is made available for reimbursement of the Contractor's costs. The amount of funding to be transferred from the Award Fee Pool Line Item to the Services Line Item is agreed by the Parties to be the amount required to cover the over-expenditure of funds, up to \$1,210,000 through April 5, 2005.
- ii) The Contractor remains eligible to receive consideration for a reduced Award Fee distribution for the first evaluation period of Option Year 2, from December 26, 2004, through June 25, 2005.
- iii) The amount of the Award Fee pool available to be earned by the Contractor for the first evaluation period of Option Year 2, from December 26, 2004, through June 25, 2005, is reduced by the amount of the over-expenditure of funds for the same period, but not to exceed \$1,210,000.

Contract No.: DTSA20-03-C-00717  
Modification No.: 39  
Page 4 of 4

14 b. Continued:

- iv) In the event that the total amount of the over-expenditure of funds by the Contractor during the Option Year 2 period of performance through April 5, 2005, exceeds \$1,210,000, the contractor shall not be reimbursed for any costs in excess of \$1,210,000. In the event that the total amount of the over-expenditure for Option Year 2 through April 5, 2005, is less than \$1,210,000, the Contractor shall have the right to reimbursement of any amount the Contractor overpaid as a result of subsequent adjustment to actual cost of contract performance, provided the Contractor supplies adequate documentation of such overpaid amounts.
- v) With the exception of the Contractor's financial management and controls, and the over-expenditure of funds, the Government acknowledges that all work performed by the Contractor during the first evaluation period of Option Year 2, through April 5, 2005, was performed in a satisfactory manner.
- vi) The Contractor for itself, its officers, agents and employees, its subcontractors, its successors in interest, assignees and sureties, hereby agrees to unconditionally waive any and all claims, disputes or causes of action, known or unknown, and to unconditionally discharge the Government, its officers, agents and employees from any and all liabilities, obligations, claims, including cumulative claims and requests for equitable adjustments, and demands known or unknown, arising out of or related to the over-expenditure of funds by the Contractor during the Option Year 2 contract period of performance through April 5, 2005.
- vii) The Government for itself, its officers, agents and employees, hereby agrees to unconditionally waive any and all claims, disputes or causes of action, known or unknown, and to unconditionally discharge the Contractor, its officers, agents and employees, its subcontractors, its successors in interest, assignees and sureties, from any and all liabilities, obligations, claims, including cumulative claims and requests for equitable adjustments, and demands known or unknown, arising out of or related to the over-expenditure of funds by the Contractor during the Option Year 2 contract period of performance through April 5, 2005.

14 c. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 39---

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE(S)  
1 of 3

AMENDMENT/MODIFICATION NO. Modification No. 40 3. EFFECTIVE DATE June 28, 2005 4. REQUISITION/PURCHASE REQ. NO. 21-05-205HRM096 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12<sup>th</sup> Street; TSA-25 Arlington, VA 22202 7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.2913 (Fax) Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: Barry Foster 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11): 10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717 10B. DATED (SEE ITEM 13): December 26, 2002 CODE: FACILITY CODE: X

**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 a 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 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 and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 5AV05XA000D2005PSS040GE000025003G00HRM000/3G0000000000000/252R/TSA DIRECT/DEF. TASK: INCREASE \$15,000,000 PR 21-05-205HRM096

**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. AUTHORITY: 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 42.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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

---SEE PAGES 2-3---

15A. NAME AND TITLED OF SIGNER (Type or print) Jan Barry Foster Program Manager 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pauline Mueller Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED June 28 2005 16B. UNITED STATES OF AMERICA BY Pauline Mueller (Signature of Contracting Officer) 16C. DATE SIGNED 6-28-05 (Signature of person authorized to sign)

Contract No.: DTSA20-03-C-00717  
 Modification No.: 40  
 Page 2 of 3

**BLOCK 14 CONTINUED:**

The purposes of this Modification are to provide for continued performance of services under the subject Contract by obligating incremental funding, and to make a change in Key Personnel under the Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14 a. Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$15,000,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services under CLIN 2001 and CLIN 2002, for a period of performance from July 1, 2005 through September 1, 2005.

i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

14 a. Continued:

iv) The funding obligated in this Modification is obligated against the Contract Line Item Numbers as follows:

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total HR Services</b>	<b>Current Obligation Only for Option Year 2</b>			[REDACTED]

b4

14 b. The total Contract Value for Option Year 2 remains as stated in Modification No. 28; that is, the total Contract Value for Option Year 2 is \$113,468,969. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787.

14 c. Contract Clause H.13, "Key Personnel", is hereby modified to change the designated Program Manager for this Contract. The Program Manager is hereby changed from William Zanow to Jan Barry Foster. The change in Program Manager is effective as of June 9, 2005.

14 d. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

10

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE(S)  
1 of 4

2. AMENDMENT/MODIFICATION NO.  
Modification No. 41

3. EFFECTIVE DATE  
See Block 16(c)

4. REQUISITION/PURCHASE REQ. NO.  
21-05-205HRM110

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Department of Homeland Security  
Transportation Security Administration  
701 South 12<sup>th</sup> Street; TSA-25  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6)  
Richard Melrose, Contracting Officer  
571.227.1588 (Voice)  
571.227.2913 (Fax)  
Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Cooperative Personnel Services  
dba CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Attn.: Barry Foster

(\*)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER NO:  
DTSA20-03-C-00717

CODE:

FACILITY CODE:

X

10B. DATED (SEE ITEM 13):  
December 26, 2002

**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 a 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 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 and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

5AV05XA000D2005PSS040GE000025003G00HRM000/3G00000000000000/252R/TSA DIRECT/DEF. TASK: \$9,500,000  
PR 21-05-205HRM110

**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. AUTHORITY:

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 42.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"

**E. IMPORTANT:** Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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

---SEE PAGES 2-4---

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 TITLED OF SIGNER (Type or print)

Jan Barry Foster  
Program Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Charles Eppright  
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

8/24/05

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DATE SIGNED

8/24/2005

Contract No.: DTSA20-03-C-00717  
Modification No.: 41  
Page 2 of 4

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to provide for continued performance of services under the subject Contract by obligating incremental funding. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$9,500,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services under CLIN 2001 and CLIN 2002. The funding obligated herein is for the continued performance of services through October 15, 2005.

**14 b. i)** As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

14 c. The funding obligated in this Modification is obligated against the Contract Line Item Numbers as follows:

b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee [REDACTED]			[REDACTED]
2001ab	Award Fee [REDACTED]			[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total HR Services</b>	<b>Current Obligation Only for Option Year 2</b>			[REDACTED]

b4

14 d. The parties hereby agree that the dispute regarding funding obligated in Modification No. 35 to the Contract is resolved. As a result of this resolution, the parties hereby agree that the \$15,000,000 in funding obligated in Modification No. 35 is obligated against CLIN 2001 in the amount of \$11,250,000, and against CLIN 2002 in the amount of \$3,750,000.

14 e. The parties hereby agree that the amount of the Option Year 2 overrun through April 6, 2005, will exceed [REDACTED]. Therefore, pursuant to the agreement of the parties stated in Modification No. 39, funds in the amount of [REDACTED] are transferred from Award Fee funding (CLIN 2001ab) to Services funding (CLIN 2001).

b4

14 f. As a result of these agreements, the parties agree that the cumulative funding information by CLIN for all funds obligated for HR services during Option Year 2 of the Contract (inclusive of the funding obligated in this Modification) is as follows:

b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001aa	Base Fee			[REDACTED]
2001ab	Award Fee			[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total HR Services</b>	<b>Cumulative Option Year 2 Funding To-Date</b>			[REDACTED]

Contract No.: D TSA20-03-C-00717  
Modification No.: 41  
Page 4 of 4

14 g. The total Contract Value for HR Services for Option Year 2 remains unchanged at \$113,468,969. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$571,979,787.

14 h. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 41---

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

"PAGE(S)  
1 of 4

2. AMENDMENT/MODIFICATION NO.  
Modification No. 42

3. EFFECTIVE DATE  
APRIL 14, 2005

4. REQUISITION/PURCHASE REQ. NO.  
SEE PAGE 3

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Department of Homeland Security  
Transportation Security Administration  
701 South 12<sup>th</sup> Street; TSA-25  
Arlington, VA 22202

7. ADMINISTERED BY (If other than Item 6)  
Richard Melrose, Contracting Officer  
571.227.1588 (Voice)  
571.227.1948 (Fax)  
Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Cooperative Personnel Services  
dba CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Attn.: John Davis

(\*)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER NO:  
DTSA20-03-C-00717

CODE:

FACILITY CODE:

X

10B. DATED (SEE ITEM 13):  
December 26, 2002

**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 a 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 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 and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

—SEE PAGE 3—

**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. AUTHORITY:

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 42.103(b):

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

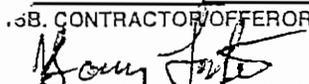
X D. OTHER (Specify type of modification and authority) Bilateral; Contract Section G, Clause G.5, "Incremental Funding"

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 PAGES 2-4

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 TITLED OF SIGNER (Type or print) Jan Barry Foster Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles Eppright Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/24/05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/2005

Contract No.: DTSA20-03-C-00717  
 Modification No.: 42  
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**BLOCK 14 CONTINUED:**

The purpose of this Modification is to obligate additional funding for continued performance of PP5 airport assessment services under the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$861,750 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for assessment services at PP5 airports. The assessment services are authorized from an effective date of April 14, 2005, pursuant to the authorization provided by the Contracting Officer on that date. The total funding obligated in this Modification is for assessment services at PP5 airports from April 25, 2005, through December 25, 2005.

**14 b.** As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

**14 c.** The Accounting and Appropriations information for the funding obligated in this Modification is as follows:

5AV05XA000D2005PSS010GE005725002B00PLT000/2B14TUP000000000/252R/TSA DIRECT/DEF. TASK: \$31,250  
 (PR. No. 21-05-205SPP015)

5AV05XA000D2005PSS010GE005725002B00PLT000/2B13MCI000000000/252R/TSA DIRECT/DEF. TASK: \$90,000  
 (PR. No. 21-05-205SPP016)

5AV05XA000D2005PSS010GE005725002B00PLT000/2B11SFO000000000/252R/TSA DIRECT/DEF. TASK: \$64,000  
 (PR. No. 21-05-205SPP017)

5AV05XA000D2005PSS010GE005725002B00PLT000/2B12JAC000000000/252R/TSA DIRECT/DEF. TASK: \$32,100  
 (PR. No. 21-05-205SPP018)

5AV05XA000D2005PSS010GE005725002B00PLT000/3000000000000000/252R/TSA DIRECT/DEF. TASK: \$53,000  
 (PR. No. 21-05-205SPP043)

5AV05XA000D2005PSS010GE005725002B00PLT000/3000000000000000/252R/TSA DIRECT/DEF. TASK: \$64,000  
 (PR. No. 21-05-205SPP044)

5AV05XA000D2005PSS010GE005725002B00PLT000/3000000000000000/252R/TSA DIRECT/DEF. TASK: \$415,000  
 (PR. No. 21-05-205SPP049)

5AV05XA000D2005PSS010GE005725002B00PLT000/2B12JAC000000000/252R/TSA DIRECT/DEF. TASK: \$112,400  
 (PR. No. 21-05-205SPP052)

14 d. The funding obligated in this Modification is obligated against the Contract Line Item Numbers for PP5 services as follows:

b4 b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount
2001A	HR Svcs for PP5 Airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001Aaa	Base Fee [REDACTED]			[REDACTED]
2001Aab	Award Fee [REDACTED]			[REDACTED]
2002A	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total PP5 Airports</b>	<b>THIS FUNDING OBLIGATION ONLY</b>			[REDACTED]

14 e. As a result of the funding obligated in this Modification, the total Contract obligations and Contract value information for the PP5 Airports Services for Option Year 2 is hereby modified to the following:

b4 b4

CLIN PP5 Airports	Supply/Services	Quantity	Unit Price	Amount
2001A	HR Svcs for PP5 Airports, per SOW	[REDACTED] (Est Cost)	NSP	[REDACTED]
2001Aaa	Base Fee [REDACTED]			[REDACTED]
2001Aab	Award Fee [REDACTED]			[REDACTED]
2002A	Other Direct Costs G&A [REDACTED]	(Est Cost)		[REDACTED]
<b>Total PP5 Airports</b>	<b>OPTION YEAR 2</b>			[REDACTED]

Contract No.: DTSA20-03-C-00717  
Modification No.: 42  
Page 4 of 4

14 f. As a result of the funds obligated in this Modification, the revised total Contract Value information for Option Year 2, inclusive of HR Services and PP5 Services, is hereby modified to reflect the following total:

**TOTAL OPTION YEAR 2 (HR Services and PP5 Services): \$115,986,895.73**

14 g. As a result of the change in total Contract Value for Option Year 1, the Grand Total Contract Value is accordingly modified to reflect the following total:

**GRAND TOTAL CONTRACT VALUE (HR Services for Base Period plus all Options; PP5 Services for Base Period, Option Year 1, and Option Year 2): \$572,841,537**

14 h. All other terms and conditions of the Contract remain unchanged and in full force and effect.

**---END MODIFICATION No. 42---**

AMENDMENT/MODIFICATION NO. Modification No. 43	3. EFFECTIVE DATE SEE BLOCK 16c	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)
---------------------------------------------------	------------------------------------	----------------------------------------	--------------------------------

6. ISSUED BY U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.2911 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: John Davis	(*)	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11):  10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717  10B. DATED (SEE ITEM 13): December 26, 2002
CODE:	FACILITY CODE:	X

**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 a 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 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 and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

---NO CHANGE---

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

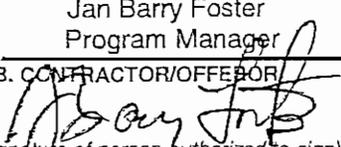
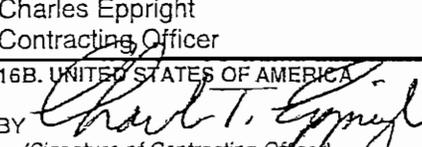
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(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, [X] 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 PAGES 2-3**

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 TITLED OF SIGNER (Type or print) Jan Barry Foster Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles Eppright Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/24/05
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/2005

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to provide corrected, updated information regarding the total Contract Value of the subject Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** The total Contract Value information presented in this Modification replaces and supersedes the corresponding Contract Value information presented in previous Modifications to the Contract.

**14 b.** The total Contract Value for HR Services only for Option Year 2 is \$113,468,969. The Contract Value is comprised of the following CLIN totals:

CLIN	Supply/Services	Quantity	Unit Price	Amount
HR Services	b4			b4
2001	HR Services per SOW	(Est Cost)	NSP	
2001aa	Base Fee			
2001ab	Award Fee			
2002	Other Direct Costs G&A	(Est Cost)		
<b>Total HR Services</b>	<b>OPTION YEAR 2:</b>			

**14 c.** The total Contract Value for PP5 Services only for Option Year 2 is \$2,517,926.73. The Contract Value is comprised of the following CLIN totals:

CLIN	Supply/Services	Quantity	Unit Price	Amount
PP5 Services	b4			b4
2001A	HR Svcs for PP5 Airports, per SOW	(Est Cost)	NSP	
2001Aaa	Base Fee			
2001Aab	Award Fee			
2002A	Other Direct Costs G&A	(Est Cost)		
<b>Total PP5</b>	<b>OPTION YEAR 2</b>			

Contract No.: DTSA20-03-C-00717  
Modification No.: 43  
Page 3 of 3

14 d. The grand total Contract Value for all Option Year 2 services is \$115,986,895.73. This Contract Value is comprised of HR services and PP5 services as follows:

Total Option Year 2 HR Services Contract Value: [REDACTED]

Total Option Year 2 PP5 Services Contract Value: [REDACTED]

b4

TOTAL OPTION YEAR 2 CONTRACT VALUE: \$115,986,895.73

14 e. The grand total Contract Value for all periods of performance under the Contract is \$572,841,537. This grand total Contract Value is inclusive of HR services for the Base Year and all four Option Years, as well as PP5 services for the Base Year, Option Year 1, and Option Year 2.

14 f. The total Contract funding obligations information remains unchanged. The most recent Contract funding obligations information for HR services and PP5 services is stated in Modifications Nos. 41 and 42.

14 g. All other terms and conditions of the Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 43---

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT** 1. CONTRACT ID CODE PAGE(S)  
1 of 2

2. AMENDMENT/MODIFICATION NO. Modification No. 44  
3. EFFECTIVE DATE SEE BLOCK 16c  
4. REQUISITION/PURCHASE REQ. NO. NA  
5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Department of Homeland Security  
Transportation Security Administration  
701 South 12<sup>th</sup> Street; TSA-25  
Arlington, VA 22202  
7. ADMINISTERED BY (If other than Item 6)  
Richard Melrose, Contracting Officer  
571.227.1588 (Voice)  
571.227.2911 (Fax)  
Richard.Melrose@dhs.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
Cooperative Personnel Services  
dba CPS Human Resource Services  
241 Lathrop Way  
Sacramento, CA 95815  
Attn.: John Davis  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11):  
10A. MODIFICATION OF CONTRACT/ORDER NO:  
D TSA20-03-C-00717  
10B. DATED (SEE ITEM 13):  
December 26, 2002  
CODE: FACILITY CODE: X

**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 a 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 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) —NO CHANGE—

**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. AUTHORITY:  
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 42.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
X D. OTHER (Specify type of modification and authority) Bilateral; 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.

15A. NAME AND TITLED OF SIGNER (Type or print)  
Jan Barry Foster  
Program Manager  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Charles Eppright  
Contracting Officer  
15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
Sep 20, 2005  
16B. UNITED STATES OF AMERICA  
BY  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
9/20/2005

Contract No.: DTSA20-03-C-00717  
Modification No.: 44  
Page 2 of 2

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to incorporate an additional clause into the subject Contract, and to provide additional Government-Furnished Property for the performance of services under the Contract. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** The following clause is hereby incorporated into the Contract:

<u>Clause Number</u>	<u>Contract Section</u>	<u>Clause Title</u>
52.245-5	Section I	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)

This clause is incorporated into the Contract by the authority of a mutual agreement of the parties. The full text of this clause is provided in Attachment No. 0001 to this Modification.

**14 b.** Pursuant to the terms of Contract Clause 52.245-5, the Government hereby transfers to the Contractor the items listed in Attachment No. 0002 to this Modification. The items transferred are provided as Government-Furnished Property for use by the Contractor in the performance of services under the Contract. The Government Property clause listed above provides the terms and conditions for the Contractor's use of this property.

**14 c.** The Contractor shall make any necessary arrangements for the actual physical transfer of the property enumerated in Attachment No. 0002 by contacting the TSA COTR.

**14 d.** All other terms and conditions of the Contract remain unchanged and in full force and effect.

---END MODIFICATION No. 44---

Contract No.: DTSA20-03-C-00717  
Modification No.: 44  
Attachment No.: 0001

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). (May 2004)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

Contract No.: DTSA20-03-C-00717

Modification No.: 44

Attachment No.: 0001

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property:* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)—

Contract No.: DTSA20-03-C-00717

Modification No.: 44

Attachment No.: 0001

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
- (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage—

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

Contract No.: DTSA20-03-C-00717

Modification No.: 44

Attachment No.: 0001

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy.

The Government shall not be liable to suit for breach of contract for—

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Government property disposal.* Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

Contract No.: DTSA20-03-C-00717

Modification No.: 44

Attachment No.: 0001

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap.

(2) *Pre-disposal requirements.* When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

(i) May purchase the property at the acquisition cost.

(ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and

(B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

- (A) Special test equipment with commercial components;
- (B) Special test equipment that does not contain commercial components;
- (C) Printing equipment;
- (D) Computers, components thereof, peripheral equipment, and related equipment;

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(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) *Postsubmission adjustments.* The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) *Disposition instructions.*

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's

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direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) *Disposal proceeds.* The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) *Abandonment of Government property.*

(1) The Government will not abandon sensitive Government property without the Contractor's written consent;

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

STANDARD FORM 122  
 JUNE 1974  
 GENERAL SERVICES  
 ADMINISTRATION  
 FPWR (41 CFR) 101032.305  
 WR (41 CFR) 101-43.316

# TRANSFER ORDER EXCESS PERSONAL PROPERTY

1. ORDER NO.  
703CA2-

2. DATE  
2/27/05

3. TO: GENERAL SERVICE ADMINISTRATION (Include Fax #)		4. ORDERING AGENCY (Full name and address) *(Include Fax #) TSA Bruce Tarpinian 571-227-2883	
5. HOLDING AGENCY (Name and address) * (Include Fax #)		6. SHIP TO (Consignee and destination) GSA Addr Cd: _____	
7. LOCATION OF PROPERTY		8. SHIPPING INSTRUCTIONS (Include Ph & Fax #)	
9. ORDERING AGENCY APPROVAL		10. APPROPRIATION SYMBOL AND TITLE	
A. SIGNATURE x	B. DATE x	Cost Center:	
C. TITLE		11. ALLOTMENT Non reimbursable Transfer	12. GOVERNMENT G/L NO.

13. PROPERTY ORDERED						
GSA AND HOLDING AGENCY NOS. (a)	ITEM NO. (b)	DESCRIPTION (Include noun name, FSC Group and Class, condition Code and, if available, National Stock Number) (c)	UNIT (d)	QUAN (e)	ACQUISITION COST	
					UNIT (f)	TOTAL (g)
		Fingerprint Kits (see attached list)	Ea	61	\$30663.91	\$1,870,498.51
		Printers, HP (see attached list)	Ea	78	\$4,259.21	\$332,218.38

JUSTIFICATION: \_\_\_\_\_

Facility Mgr. Approval: \_\_\_\_\_ Date: \_\_\_\_\_

RO Division Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Return one receipted, complete copy to Office of Property Management  
 attn: [mary.mattingly1@dhs.gov](mailto:mary.mattingly1@dhs.gov) or via fax # 571-227-2912.

14. GSA APPROVAL		A. SIGNATURE			B. TITLE			C. DATE	
FOR GSA USE ONLY	AGENCY AND LOCATION				FSC	CONDITION	SOURCE CODE		
	AGENCY	STATE							

TSA Francoria Warehouse

CASE TSA #	Keal Case # PALLET # 1	Manufacturer	Equipment type	Model #	Serial #
1 (8004) 855057000 000215496	W000162 (8004) 855057000 000215550 (8004) 855057000 000215551 800034739	Toshiba Crossmatch Olympus	Laptop Toshiba Satellite Pro 6100 ID-1000 Fingerprint Scanner Camera C-3000 ZOOM	Pro6100 ID1000 C3000	62138051P M-22086 158571363
	X	Sakar	Tripod		
	X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065270
	X	Digital Concepts	Camera AC Adapter CH-900N		
	X	Prostrip	Power Strip		
2 (8004) 855057000 000215497	W000024 (8004) 855057000 000215552 (8004) 855057000 000215553 800034740	Toshiba Crossmatch Olympus	Laptop Toshiba Satellite Pro 6100 ID-1000 Fingerprint Scanner Camera C-3000 ZOOM	Pro6100 ID1000 C3000	62014162P M-22622 158519904
	X	Fairfax Elevator	Tripod		
	X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065273
	X	Digital Concepts	Camera Power Adapters		
	X	Prostrip	Power Strip		
3 (8004) 855057000 000215498	W000102 (8004) 855057000 000215555 (8004) 855057000 000215554 800034741	Toshiba Crossmatch Olympus	Laptop Toshiba Satellite Pro 6100 ID-1000 Fingerprint Scanner Camera C-3000 ZOOM	Pro6100 ID1000 C3000	62043893P M-21961 158544014
	X	Sakar	Tripod		
	X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		
	X	Olympus	Camera Adapter C-7AU		
	X	Prostrip	Power Strip		
4 (8004) 855057000 000215499	W000035 (8004) 855057000 000215540 (8004) 855057000 000215543 800034735	Toshiba Crossmatch Olympus	Laptop Toshiba Satellite Pro 6100 ID-1000 Fingerprint Scanner Camera C-3000 ZOOM	6100 ID1000 C3000	62043927P M-21951 158712783
	X	Fairfax Elevator	Tripod		
	X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		
	X	Digital Concepts	Camera AC Adapter CH-900N		
	X	Stanley	Power Strip		

5	(8004) 855057000 000215500	W000185	(8004) 855057000 000215539	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72134193P	
		(8004) 855057000 000215541	Crossmatch	ID-1000 Fingerprint Scanner		ID1000	M-22516	
		800034734	Olympus	Camera C-3000 ZOOM		C3000	158508174	
			X	Sakar	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045331	
			X	Digital Concepts	Camera Power Adapters			
			X	Prostrip	Power Strip			
6	(8004) 855057000 000215501	W000018	(8004) 855057000 000215538	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62043987P	
		(8004) 855057000 000215542	Crossmatch	ID-1000 Fingerprint Scanner		ID1000	M-21241	
		800034733	Olympus	Camera C-3000 ZOOM		C3000	158515646	
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065254	
			X	Digital Concepts	Camera Power Adapters			
			X	Prostrip	Power Strip			
			PALLET #2					
1	(8004) 855057000 000215502	W000096	(8004) 855057000 000215544	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62043845P	
		(8004) 855057000 000215545	Crossmatch	ID-1000 Fingerprint Scanner		ID1000	M-21230	
		800034736	Olympus	Camera C-3000 ZOOM		C3000	158521969	
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065255	
			X	Digital Concepts	Camera AC Adapter CH-900N			
			X	APC	Power Strip			
2	(8004) 855057000 000215503	W000121	(8004) 855057000 000215546	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020304P	
		(8004) 855057000 000215547	Crossmatch	ID-1000 Fingerprint Scanner		ID1000	M-22136	
		800034737	Olympus	Camera C-3000 ZOOM		C3000	158514806	
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065252	
			X	Digital Concepts	Camera Power Adapters			
			X	Stanley	Powerstrip			

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3	(8004) 855057000 000215504	W000533							
		(8004) 855057000 000215548	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72019825P			
		(8004) 855057000 000215549	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22351			
		800034738	Olympus	Camera C-3000 ZOOM	C3000	146709832			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045363			
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
4	(8004) 855057000 000215505	W000177							
		(8004) 855057000 000215561	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72134196P			
		(8004) 855057000 000215560	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22190			
		800034744	Olympus	Camera C-3000 ZOOM	C3000	158705738			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045358			
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
5	(8004) 855057000 000215506	W000020							
		(8004) 855057000 000215559	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020238P			
		(8004) 855057000 000215558	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-20119			
		800034743	Olympus	Camera C-3000 ZOOM	C3000	158555067			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065128			
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
6	(8004) 855057000 000215507	W000624							
		(8004) 855057000 000215557	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020284P			
		(8004) 855057000 000215556	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22170			
		800034742	Olympus	Camera C-3000 ZOOM	C3000	146524026			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065246			
			Digital Concepts	Camera AC Adapter CH-900N					
			Belkin	Power Strip					

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		PALLET #3							
1	(8004) 855057000 000215490	W000033	(8004) 855057000 000215563	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62014163P		
		(8004) 855057000 000215562	Crossmatch	ID-1000 Fingerprint Scanner	ID-1000 Fingerprint Scanner	ID1000	M-21152		
		800034745	Olympus	Camera C-3000 ZOOM	Camera C-3000 ZOOM	C3000	146509877		
			Fairfax Elevator	Tripod	Tripod		NA		
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID-1000 Fingerprint Scanner AC Adapter		108065277		
			Digital Concepts	Camera Power Adapters	Camera Power Adapters		NA		
			Stanley	Powerstrip	Powerstrip				
2	(8004) 855057000 000215491	W000118	(8004) 855057000 000215565	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62043891P		
		(8004) 855057000 000215564	Crossmatch	ID-1000 Fingerprint Scanner	ID-1000 Fingerprint Scanner	ID1000	M-22157		
		800034746	Olympus	Camera C-3000 ZOOM	Camera C-3000 ZOOM	C3000	158502575		
			Fairfax Elevator	Tripod	Tripod				
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID-1000 Fingerprint Scanner AC Adapter		109045599		
			Digital Concepts	Camera Power Adapters	Camera Power Adapters				
			APC	Power strip	Power strip				
3	(8004) 855057000 000215492	W000030	(8004) 855057000 000215566	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62014070P		
		(8004) 855057000 000215567	Crossmatch	ID-1000 Fingerprint Scanner	ID-1000 Fingerprint Scanner	ID1000	M-22598		
		800034747	Olympus	Camera C-3000 ZOOM	Camera C-3000 ZOOM	C3000	146319325		
			Fairfax Elevator	Tripod	Tripod				
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID-1000 Fingerprint Scanner AC Adapter		108065167		
			Digital Concepts	Camera AC Adapter CH-900N	Camera AC Adapter CH-900N				
			Prostrip	Power Strip	Power Strip				
4	(8004) 855057000 000215493	W000625	(8004) 855057000 000215568	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020151P		
		(8004) 855057000 000215569	Crossmatch	ID-1000 Fingerprint Scanner	ID-1000 Fingerprint Scanner	ID1000	M-22625		
		800034748	Olympus	Camera C-3000 ZOOM	Camera C-3000 ZOOM	C3000	146121871		
			Sakar	Tripod	Tripod				
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID-1000 Fingerprint Scanner AC Adapter		108065149		
			Digital Concepts	Camera AC Adapter CH-900N	Camera AC Adapter CH-900N				
			APC	Power Strip	Power Strip				
5	(8004) 855057000 000215494	W000110	(8004) 855057000 000215570	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62043961P		
		(8004) 855057000 000215571	Crossmatch	ID-1000 Fingerprint Scanner	ID-1000 Fingerprint Scanner	ID1000	M-22608		
		800034749	Olympus	Camera C-3000 ZOOM	Camera C-3000 ZOOM	C3000	146501817		
			Fairfax Elevator	Tripod	Tripod				
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID-1000 Fingerprint Scanner AC Adapter		108065251		
			Olympus	AC Adapter for C-3000	AC Adapter for C-3000				
			APC	Power Strip	Power Strip				

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6	(8004) 855057000 000215495	W000156	(8004) 855057000 000215573	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72019688P	
		(8004) 855057000 000215572	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22617		
		800034750	Olympus	Camera C-3000 ZOOM	C3000	158565246		
			X	Sakar	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045400	
			X	Digital Concepts	Camera AC Adapter CH-900N			
			X	Prostrip	Power Strip			
			PALLET #4					
1	(8004) 855057000 000215484	W000142	(8004) 855057000 000215585	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020231P	
		(8004) 855057000 000215584	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22155		
		800034754	Olympus	Camera C-3000 ZOOM	C3000	158529537		
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045573	
			X	Digital Concepts	Camera AC Adapter CH-900N			
			X	Prostrip	Power Strip			
2	(8004) 855057000 000215485	W000626	(8004) 855057000 000215575	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72019645P	
		(8004) 855057000 000215574	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-21169		
		800034753	Olympus	Camera C-3000 ZOOM	C3000	158530831		
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065258	
			X	Digital Concepts	Camera AC Adapter CH-900N			
			X	Stanley	Powerstrip			
3	(8004) 855057000 000215486	W000196	(8004) 855057000 000215577	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72019853P	
		(8004) 855057000 000215576	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22313		
		800034752	Olympus	Camera C-3000 ZOOM	C3000	158721166		
			X	Fairfax Elevator	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter			
			X	Olympus	AC Adapter for C-3000			
			X	Prostrip	Power Strip			
4	(8004) 855057000 000215487	W000103	(8004) 855057000 000215579	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020240P	
		(8004) 855057000 000215578	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-21215		
		800034751	Olympus	Camera C-3000 ZOOM	C3000	158545158		
			X	Sakar	Tripod			
			X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		39293	
			X	Olympus	AC Adapter for C-3000			
			X	Prostrip	Power Strip			
5	(8004) 855057000 000215488	W000108						







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		PALLET #7							
1	(8004) 855057000 000215526	W000031							
		(8004) 855057000 000215633	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62015541P			
		(8004) 855057000 000215634	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22677			
		800034781	Olympus	Camera C-3000 ZOOM	C3000	158528365			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter					108065134
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
2	(8004) 855057000 000215527	W000155							
		(8004) 855057000 000215635	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62014168P			
		(8004) 855057000 000215636	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-21968			
		800034782	Olympus	Camera C-3000 ZOOM	C3000	146409103			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter					108065145
			Digital Concepts	Camera Power Adapters					
			Prostrip	Power Strip					
3	(8004) 855057000 000215528	W000028							
		(8004) 855057000 000215637	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62043985P			
		(8004) 855057000 000215638	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22587			
		800034783	Olympus	Camera C-3000 ZOOM	C3000	146409791			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter					126932602
			Digital Concepts	Camera Power Adapters					
			Prostrip	Power Strip					
4	(8004) 855057000 000215529	W000153							
		(8004) 855057000 000215639	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62137880P			
		(8004) 855057000 000215640	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22021			
		800034784	Olympus	Camera C-3000 ZOOM	C3000	146408506			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter					109045362
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
5	(8004) 855057000 000215530	W000536							
		(8004) 855057000 000215642	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62137899P			
		(8004) 855057000 000215643	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22284			
		800034785	Olympus	Camera C-3000 ZOOM	C3000	158563594			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter					108065446
			Olympus	AC Adapter for C-3000					
			Prostrip	Power Strip					
6	(8004) 855057000 000215531	W000240							



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	(8004) 855057000 000215624		Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22534
	800034779		Olympus	Camera C-3000 ZOOM	C3000	158552607
		X	Sakar	Tripod		
		X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045383
		X	Digital Concepts	Camera AC Adapter CH-900N		
		X	Prostrip	Power Strip		
6	(8004) 855057000 000215525					
	W000187					
	(8004) 855057000 000215621		Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62137843P
	(8004) 855057000 000215622		Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22402
	800034778		Olympus	Camera C-3000 ZOOM	C3000	146408966
		X	Sakar	Tripod		
		X	Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045262
		X	Digital Concepts	Camera AC Adapter CH-900N		
		X	Prostrip	Power Strip		

		PALLET #9							
1	(8004) 855057000 000215514	W0000249							
		(8004) 855057000 000215619	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62138054P			
		(8004) 855057000 000215620	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22401			
		800034769	Olympus	Camera C-3000 ZOOM	C3000	158524639			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045339			
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
2	(8004) 855057000 000215515	W0000098							
		(8004) 855057000 000215617	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62014068P			
		(8004) 855057000 000215618	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22172			
		800034770	Olympus	Camera C-3000 ZOOM	C3000	146123281			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065178			
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
3	(8004) 855057000 000215516	W000107							
		(8004) 855057000 000215615	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	72019820P			
		(8004) 855057000 000215616	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-20157			
		800034771	Olympus	Camera C-3000 ZOOM	C3000	158701951			
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065141			
			Sakar	Tripod					
			Digital Concepts	Camera AC Adapter CH-900N					
			Prostrip	Power Strip					
4	(8004) 855057000 000215517	W000193							
		(8004) 855057000 000215609	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62137347P			
		(8004) 855057000 000215610	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-22028			
		800034774	Olympus	Camera C-3000 ZOOM	C3000	158720167			
			Sakar	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		109045332			
			Olympus	AC Adapter for C-3000					
			Stanley	Powerstrip					
5	(8004) 855057000 000215518	W000113							
		(8004) 855057000 000215611	Toshiba	Laptop Toshiba Satellite Pro 6100	Pro6100	62020154P			
		(8004) 855057000 000215612	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-21210			
		800034773	Olympus	Camera C-3000 ZOOM	C3000	158525185			
			Fairfax Elevator	Tripod					
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter		108065262			
			Digital Concepts	Camera AC Adapter CH-900N					
			Digital Concepts	Camera Power Adapters					
6	(8004) 855057000 000215519	W000016							





TSA Franconia Warehouse

	P000058		PALLET #12						
1	(8004) 855057000 000215763	(8004) 855057000 000215762		HP	Printer		HP 4100	JPLGD34487	
	P000003								
2	(8004) 855057000 000215765	(8004) 855057000 000215764		HP	Printer		HP 4100	USJN138584	
	P000019								
3	(8004) 855057000 000215767	(8004) 855057000 000215766		HP	Printer		HP 4100	JPLGD03526	
	P000053								
4	(8004) 855057000 000215769	(8004) 855057000 000215768		HP	Printer		HP 4100	JPLGC00691	
			PALLET #13						
	P000075								
1	(8004) 855057000 000215755	(8004) 855057000 000215754		HP	Printer		HP 4100	JPLGD34481	
	P000023								
2	(8004) 855057000 000215757	(8004) 855057000 000215756		HP	Printer		HP 4100	JPLGF01363	
	P000088								
3	(8004) 855057000 000215759	(8004) 855057000 000215758		HP	Printer		HP 4100	JPLGC00313	
	P000040								
4	(8004) 855057000 000215761	(8004) 855057000 000215760		HP	Printer		HP 4100	JPLGC05507	

TSA Franconia Warehouse

		PALLET #14					
	P000081	(8004) 855057000 000215770	HP	Printer	HP 4100	JPLGC05674	
1	(8004) 855057000 000215771						
	P000050	(8004) 855057000 000215772	HP	Printer	HP 4100	JPLGC02615	
2	(8004) 855057000 000215773						
	P000094	(8004) 855057000 000215774	HP	Printer	HP 4100	JPLDG21615	
3	(8004) 855057000 000215775						
	P000038	(8004) 855057000 000215776	HP	Printer	HP 4100	JPLGD11370	
4	(8004) 855057000 000215777						
		PALLET #15					
	P000042	(8004) 855057000 000215778	HP	Printer	HP 4100	JPLGD19311	
1	(8004) 855057000 000215779						
	P000013	(8004) 855057000 000215780	HP	Printer	HP 4100	JPLGD12149	
2	(8004) 855057000 000215781						
	P000074	(8004) 855057000 000215782	HP	Printer	HP 4100	JPLGC00310	
3	(8004) 855057000 000215783						
		(8004) 855057000 000215784	HP	Printer	HP 4100	JPLGC00137	
4	(8004) 855057000 000215785						

TSA Franconia Warehouse

	TSA #	PALLET # 16					
	P000064	(8004) 855057000 000215747	HP	Printer	HP 4100	JPLGD05924	
1	(8004) 855057000 000215747						
	P000069	(8004) 855057000 000215748	HP	Printer	HP 4100	JPLGD05394	
2	(8004) 855057000 000215749						
	P000055	(8004) 855057000 000215750	HP	Printer	HP 4100	JPLGD20228	
3	(8004) 855057000 000215751						
	P000073	(8004) 855057000 000215752	HP	Printer	HP 4100	JPLGC00700	
4	(8004) 855057000 000215753						
		PALLET # 17					
	P000048	(8004) 855057000 000215706	HP	Printer	HP 4100	JPLGD20387	
1	(8004) 855057000 000215707						
	P000076	(8004) 855057000 000215708	HP	Printer	HP 4100	JPLGD13229	
2	(8004) 855057000 000215709						
	P000062	(8004) 855057000 000215710	HP	Printer	HP 4100	JPLGC00307	
3	(8004) 855057000 000215711						
	P000020	(8004) 855057000 000215712	HP	Printer	HP 4100	JPLGC01497	
4	(8004) 855057000 000215713						

TSA Franconia Warehouse

1	P000068 (8004) 855057000 000215715		PALLET # 18 (8004) 855057000 000215714	HP	Printer		HP 4100	JPLGD033617	
2	P000018 (8004) 855057000 000215717		(8004) 855057000 000215716	HP	Printer		HP 4100	JPLGD003505	
3	P000005 (8004) 855057000 000215719		(8004) 855057000 000215718	HP	Printer		HP 4100	JPLGD011292	
4	P000057 (8004) 855057000 000215721		(8004) 855057000 000215720	HP	Printer		HP 4100	JPLGD20383	
			PALLET # 19						
1	P000099 (8004) 855057000 000215723		(8004) 855057000 000215722	HP	Printer		HP 4100	JPLGD25336	
2	P000027 (8004) 855057000 000215725		(8004) 855057000 000215724	HP	Printer		HP 4100	JPLGD04602	
3	P000033 (8004) 855057000 000215727		(8004) 855057000 000215726	HP	Printer		HP 4100	JPLGD20375	
4	P000703 (8004) 855057000 000215729		(8004) 855057000 000215728	HP	Printer		HP 4100	JPLGD25321	

TSA Franconia Warehouse

		PALLET # 20							
1	P000034 (8004) 855057000 000215731	(8004) 855057000 000215730	HP	Printer	HP 4100	JPLGD034203			
2	P000047 (8004) 855057000 000215733	(8004) 855057000 000215732	HP	Printer	HP 4100	JPLGD05385			
3	P000067 (8004) 855057000 000215735	(8004) 855057000 000215734	HP	Printer	HP 4100	JPLGD04492			
4	P000071 (8004) 855057000 000215737	(8004) 855057000 000215736	HP	Printer	HP 4100	JPLGD20376			
		PALLET #21							
1	P000091 (8004) 855057000 000215811	(8004) 855057000 000215810	HP	Printer	HP 4100	JPLGD034199			
2	P000714 (8004) 855057000 000215813	(8004) 855057000 000215812	HP	Printer	HP 4100	JPLGC00763			
		PALLET #21							
		W000539							
	(8004) 855057000 000215816	(8004) 855057000 000215814	Toshiba	Laptop Toshiba Satellite Pro 6100	6100	72019689P			
		(8004) 855057000 000215815	Crossmatch	ID-1000 Fingerprint Scanner	ID1000	M-21221			
			Olympus	Camera C-3000 ZOOM	C3000	146401589			
			Sakar	Tripod		NA			
			Crossmatch	ID-1000 Fingerprint Scanner AC Adapter	ID1000				
			Olympus	AC Adapter for C-3000		NA			
			Stanley	Power Strip		NA			

TSA Franconia Warehouse

		PALLET #22					
	P000046	(8004) 855057000 000215803	(8004) 855057000 000215802	HP	Printer	HP 4100	JPLGD23759
1	(8004) 855057000 000215803						
	P000059		(8004) 855057000 000215804	HP	Printer	HP 4100	JPLGC00703
2	(8004) 855057000 000215805						
	P000052		(8004) 855057000 000215806	HP	Printer	HP 4100	JPLGD08504
3	(8004) 855057000 000215807						
	P000049		(8004) 855057000 000215808	HP	Printer	HP 4100	JPLGC00138
4	(8004) 855057000 000215809						
			PALLET # 23				
	P000026		(8004) 855057000 000215658	HP	Printer	HP4100	JPLGF02445
1	(8004) 855057000 000215667						
	P000079		(8004) 855057000 000215659	HP	Printer	HP4100	JPLGC00312
2	(8004) 855057000 000215668						
	P000092		(8004) 855057000 000215660	HP	Printer	HP4100	JPLGF00375
3	(8004) 855057000 000215669						
	P000051		(8004) 855057000 000215670	HP	Printer	HP4100	JPLGD31947
4	(8004) 855057000 000215670						

TSA Franconia Warehouse

		PALLET # 24							
1	P000072 (8004) 855057000 000215671	(8004) 855057000 000215662	HP	Printer	HP4100	JPLGC07183			
2	P000077 (8004) 855057000 000215672	(8004) 855057000 000215663	HP	Printer	HP4100	JPLGC00744			
3	P000010 (8004) 855057000 000215673	(8004) 855057000 000215664	HP	Printer	HP4100	JPLGD03537			
4	P000011 (8004) 855057000 000215674	(8004) 855057000 000215665	HP	Printer	HP4100	JPLGC02710			
		PALLET # 25							
1	P000032 (8004) 855057000 000215675	(8004) 855057000 000215666	HP	Printer	HP4100	JPLGD11374			
2	P000706 (8004) 855057000 000215677	(8004) 855057000 000215676	HP	Printer	HP4100	JPLGC05514			
3	P000061 (8004) 855057000 000215681	(8004) 855057000 000215680	HP	Printer	HP4100	JPLGC00696			
4	P000022 (8004) 855057000 000215683	(8004) 855057000 000215682	HP	Printer	HP4100	JPLGC00136+G658			

TSA Franconia Warehouse

		PALLET # 26							
1	P000056 (8004) 855057000 000215739	(8004) 855057000 000215738	HP	Printer	HP 4100	JPLGC02621			
2	P000007 (8004) 855057000 000215741	(8004) 855057000 000215740	HP	Printer	HP 4100	JPLGD03541			
3	P000100 (8004) 855057000 000215743	(8004) 855057000 000215742	HP	Printer	HP 4100	JPLGD11289			
4	P000083 (8004) 855057000 000215745	(8004) 855057000 000215744	HP	Printer	HP 4100	JPLGF00332			
		PALLET #27							
1	P000066 (8004) 855057000 000215795	(8004) 855057000 000215794	HP	Printer	HP 4100	JPLGC07361			
2	P000035 (8004) 855057000 000215797	(8004) 855057000 000215796	HP	Printer	HP 4100	JPLGC00741			
3	P000078 (8004) 855057000 000215799	(8004) 855057000 000215798	HP	Printer	HP 4100	JPLGC00038			
4	P000001 (8004) 855057000 000215801	(8004) 855057000 000215800	HP	Printer	HP 4100	JPLGD03544			

		PALLET # 28					
1	P000705 (8004) 855057000 000215699	(8004) 855057000 000215698	HP	Printer	HP4100	JPLGD14506	
2	P000063 (8004) 855057000 000215701	(8004) 855057000 000215700	HP	Printer	HP4100	JPLGD05390	
3	P000060 (8004) 855057000 000215703	(8004) 855057000 000215702	HP	Printer	HP4100	JPLGD20372	
4	P000085 (8004) 855057000 000215705	(8004) 855057000 000215704	HP	Printer	HP4100	JPLGC05170	
		PALLET # 29					
1	P000043 (8004) 855057000 000215691	(8004) 855057000 000215690	HP	Printer	HP4100	JPLGC00031	
2	P000002 (8004) 855057000 000215693	(8004) 855057000 000215692	HP	Printer	HP4100	JPLGD03534	
3	P000095 (8004) 855057000 000215695	(8004) 855057000 000215694	HP	Printer	HP4100	JPLGD11372	
4	P000086 (8004) 855057000 000215697	(8004) 855057000 000215696	HP	Printer	HP4100	JPLGD31943	

TSA Francoria Warehouse

		PALLET # 30							
1	P000017 (8004) 855057000 000215679	(8004) 855057000 000215678	HP	Printer	HP4100	USJNJ38587			
2	P000024 (8004) 855057000 000215685	(8004) 855057000 000215684	HP	Printer	HP4100	JPLGC05510			
3	P000006 (8004) 855057000 000215687	(8004) 855057000 000215686	HP	Printer	HP4100	JPLGC00665			
4	P000039 (8004) 855057000 000215689	(8004) 855057000 000215688	HP	Printer	HP4100	JPLGF00641			

2. AMENDMENT/MODIFICATION NO. Modification No. 45	3. EFFECTIVE DATE See Block 16(c)	4. REQUISITION/PURCHASE REQ. NO. 21-05-205HRM132	5. PROJECT NO. (If applicable)
------------------------------------------------------	--------------------------------------	-----------------------------------------------------	--------------------------------

SUEB BY Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street; TSA-25 Arlington, VA 22202	7. ADMINISTERED BY (If other than Item 6) Richard Melrose, Contracting Officer 571.227.1588 (Voice) 571.227.2913 (Fax) Richard.Melrose@dhs.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Cooperative Personnel Services dba CPS Human Resource Services 241 Lathrop Way Sacramento, CA 95815 Attn.: Barry Foster	(*)	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11):  10A. MODIFICATION OF CONTRACT/ORDER NO: DTSA20-03-C-00717  10B. DATED (SEE ITEM 13): December 26, 2002
CODE:	X	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 a 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 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 date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

5AV05XA000D2005PSS040GE000025003G00HRM000/3G00000000000000/252R/TSA DIRECT/DEF. TASK: \$3,810,000  
 PR 21-05-205HRM132

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

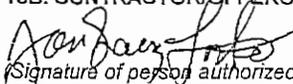
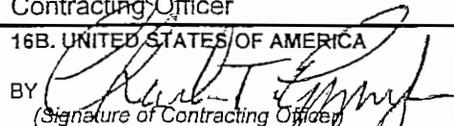
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. AUTHORITY:
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral; Contract Clause 52.232-22, "Limitation of Funds"

**E. IMPORTANT:** Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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

---SEE PAGES 2-3

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 TITLED OF SIGNER (Type or print) Jan Barry Foster Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles Eppright Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Sep 21, 2005	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/2005

**BLOCK 14 CONTINUED:**

The purpose of this Modification is to provide for continued performance of services under the subject Contract by obligating incremental funding. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

**14 a.** Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5, Incremental Funding, is hereby modified to obligate funds in the amount of \$3,810,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR services under CLIN 2001 and CLIN 2002. The funding obligated herein is for the continued performance of services through November 1, 2005.

**14 b. i)** As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2 specifically is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

14 c. The funding obligated in this Modification is obligated against the Contract Line Item Numbers as follows:

b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	(Est Cost)	NSP	
2001aa	Base Fee			
2001ab	Award Fee			
2002	Other Direct Costs G&A	(Est Cost)		
Total HR Services	Current Obligation Only for Option Year 2			

b4

14 d. As a result of these agreements, the parties agree that the cumulative funding information by CLIN for all funds obligated for HR services during Option Year 2 of the Contract (inclusive of the funding obligated in this Modification) is as follows:

b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	(Est Cost)	NSP	
2001aa	Base Fee			
2001ab	Award Fee			
2002	Other Direct Costs G&A	(Est Cost)		
Total HR Services	Cumulative Option Year 2 Funding To-Date			

b4

14 e. The total Contract Value for HR Services for Option Year 2 remains unchanged at \$115,986,895.73. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$572,841,573.

14 f. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<b>2. AMENDMENT/MODIFICATION NO.</b> P000046	<b>3. EFFECTIVE DATE</b> See Block 15	<b>4. REQUISITION/PURCHASE REQ. NO.</b> 21-06-206HRM012	<b>5. PROJECT NO. (If applicable)</b>
-------------------------------------------------	------------------------------------------	------------------------------------------------------------	---------------------------------------

<b>6. ISSUED BY</b> U.S. Department of Homeland Security Transportation Security Administration 701 South 12 <sup>th</sup> Street - TSA-25 Arlington, VA 22202	<b>7. ADMINISTERED BY (If other than Item 6)</b> Charles T. Eppright, Contracting Officer 571-227-3065 (office) 571-227-1392 (fax)
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<b>8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)</b> Cooperative Personnel Services dba CPS Human Resources Services 241 Lathrop Way Sacramento, CA 95815 Attn: Barry Foster	(v)	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<b>9B. DATED (SEE ITEM 11)</b>
	X	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> D TSA20-03-C-00717
		<b>10B. DATED (SEE ITEM 13)</b> 12/26/02

**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 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)**

5A VO67A000D2006SWE022GE00002503G00ERM000/3G00000000000000/252R \$16,000,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

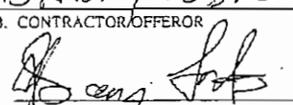
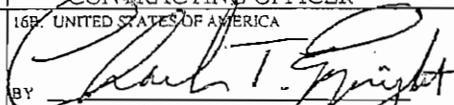
(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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) Bilateral; Contract Clause 52.232-22. "Limitation of Funds"

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

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

--- See Page Two ---

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>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Barry Foster	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Charles T. Eppright CONTRACTING OFFICER
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>16B. UNITED STATES OF AMERICA</b> BY  (Signature of Contracting Officer)
<b>15C. DATE SIGNED</b> 11/17/05	<b>16C. DATE SIGNED</b> Nov. 17, 2005

Contract No. DTSA20-03-C-00717  
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**Block 14 Continued:**

The purpose of this modification is to provide for the continued performance of services under the subject Contract by obligating incremental funding. Accordingly, Contract No. DTSA20-03-C-00717 is hereby modified as follows:

14a. Pursuant to Contract Clause 52.232-22, Limitation of Funds, Section G of the Contract, Item G.5 Incremental Funding, is hereby modified to obligate funds in the amount of \$16,000,000 under the subject Contract. The funding information provided below also modifies Section B of the Contract accordingly. The funding obligated under this Modification is provided for HR Services under CLIN 2001 and 2002. The funding obligated herein is for the continued performance of services through December 25, 2005.

14b. i) As a result of the funding obligated in this Modification, the total Contract obligations information is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]
PP5 Services	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

b4

ii) The Contract obligations information for HR Services for Option Year 2, specifically, is now as follows:

SERVICES	FROM	BY	TO
HR Services	[REDACTED]	[REDACTED]	[REDACTED]

b4

iii) The Accounting and Appropriations information for the funding obligated in this Modification is provided in Block 12 of Page 1 of this Modification.

14c. The funding obligated in this Modification is obligated against the Contract Line Item Numbers as follows:

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est. Cost)	NSP	[REDACTED]
2002	Other Direct Costs G&A [REDACTED]	(Est. Cost)		[REDACTED]
<b>Total HR Services</b>	<b>Current Obligation Only for Option Year 2</b>			<b>\$16,000,000</b>

b4

14d. As a result of these agreements, the parties agree that the cumulative funding information by CLIN for all funds obligated for HR services during Option Year 2 of the Contract (inclusive of the funding obligated in this Modification) is as follows:

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b4

CLIN HR Services	Supply/Services	Quantity	Unit Price	Amount
2001	HR Services per SOW	[REDACTED] (Est. Cost)	NSP	[REDACTED]
2001aa	Base Fee			[REDACTED]
2001ab	Award Fee			[REDACTED]
2002	Other Direct Costs G&A [REDACTED] b4	(Est. Cost)		[REDACTED]
Total HR Services	Cumulative Option Year 2 funding to date			\$102,310,000

14e. The total Contract Value for HR Services for Option Year 2 remains unchanged at \$115,986,895.73. The total Contract Value information does not change as a result of the funds obligated in this Modification. The grand total Contract Value, inclusive of all Option Years, remains at \$572,841,573.00.

14f. All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

---End of Modification P000046---