AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 31
2. CONTRACT (Proc. Inst. Ident.) NO. DTTS59-99-D-00457/DTSA20-02-D-00485	3. EFFECTIVE DATE 08/13/02	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 02-011-079	

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than item 5)	CODE
ment of Transportation ...nsportation Security Administration 400 Seventh and D Street, SW Washington, DC 20590 Attn: Megan Russell, megan.Russell@tsa.dot.gov (202) 997-4374		See Item 5	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)	8. DELIVERY ☐ FOB ORIGIN ☒ OTHER (See below)
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive, McLean, VA 22102-3106	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (1 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ▶ ITEM 12
CODE 15-078-0674 FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
See Schedule		TSA Accounting DOT/FAA/MMAC, AMZ-200 HQ Building, Room 366 6500 MacArthur Blvd. Oklahoma City, OK 73169	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
☐ 10 USC 2304(c) ( ) ☐ 41 USC 253(c) ( )	06X2801000/2002/6010000000/25305/066100010000 $23,300,000.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
				15G. TOTAL AMOUNT OF CONTRACT	$23,300,000.00

16. TABLE OF CONTENTS

	SEC.	DESCRIPTION	PAGE(S)		SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II – CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COST				PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV – REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (*contractor is required to sign this document and return 1 copies to the issuing office.*) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (*Contractor is not required to sign this document.*) Your offer on Solicitation Number DTSA20-02-R-00001, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20a. NAME OF CONTRACTING OFFICER
Marlene L. Emmons Contracts Manager	Megan M. Russell Contracting Officer
19B. NAME OF CONTRACTOR	19C. DATE SIGNED
BY Marlene L. Emmons (Signature of person authorized to sign)	Aug 13 2002
20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY Megan M. Russell (Signature of Contracting Officer)	13 Aug 02

SECTION B - SUPPLIES OR SERVICES AND PRICE

TSA Task Order Award DTSA20-02-00485 under Unisys's ITOP II basic contract DTTS59-99-D-00467 is hereby issued as follows:

1. Section B, "Supplies or Services and Prices/Costs":

Work Order (WO) 0001

Item	Supply or Service	Unit	Qty	Price	Total Price
WO 0001	Enterprise Operations Center Deployment	1 1/2 months	[redacted]	[redacted]	$15,100,000

b4

(Period of performance - 13 August 2002 through 30 September 2002)

WO 0001	Enterprise Operations Center Deployment	12 months	[redacted]	[redacted]	$67,500,000

(Period of performance – 01 October 2002 through 30 September 2003)

WO 0001	Enterprise Operations Center Deployment	12 months	1	TBD	TBD

(Period of performance – 01 October 2003 through 30 September 2004)

WO 0001	Enterprise Operations Center Deployment	10 1/2 months	1	TBD	TBD

(Period of performance – 01 October 2004 through 12 August 2005)

Note: For individual CLIN prices, see Unisys Work Order 0001 proposal dated 12 August 2002

SECTION B- SUPPLIES OR SERVICES AND PRICE

Work Order 0002

Item	Supply or Service	Unit	Qty	Price	Total Price
WO 0002	Field/Headquarters Infrastructure Deployment	1 ½ months		[redacted]	$8,200,000
(Period of performance – 13 August 2002 through 30 September 2002)					
WO 0002	Field/Headquarters Infrastructure Deployment	12 months		[redacted]	$154,200,000
(Period of performance – 01 October 2002 through 30 September 2003)					
WO 0002	Field/Headquarters Infrastructure Deployment	12 months	1	TBD	TBD
(Period of performance – 01 October 2003 through 30 September 2004)					
WO 0002	Enterprise Operations Center Deployment	10 1/2 months	1	TBD	TBD
(Period of performance – 01 October 2004 through 12 August 2005)					

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Note: For individual CLIN prices, see Unisys Work Order 0002 proposal dated 12 August 2002

Appropriation Data

The funding for the individual basic CLINs cited under the Section B of this Task Order is as following:

CLIN	Appropriation Code	Amount	Per. of Perf.
WO 0001	06X2801000/2002/6010000000/25305/066100010000	[redacted]	13 Aug 02 - 30 Sept 02
WO 0002	06X2801000/2002/6010000000/25305/066100010000	[redacted]	13 Aug 02 – 30 Sept 02
	Total	$23,300,000	

SECTION C – STATEMENT OF OBJECTIVES (SOO)/STATEMENT OF WORK (SOW)/WORK BREAKDOWN STRUCTURE (WBS)

See Attachments J-7 through J-12

SECTION D – PACKAGING AND MARKING

D.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Work Orders issued under this task order, unless otherwise specified by an individual Task Order.

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid.

D.3 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.4 MARKING

Containers shall be clearly marked as follows:

a. NAME OF CONTRACTOR;

b. CONTRACT NUMBER;

c. TASK ORDER NUMBER;

d. DESCRIPTION OF ITEMS CONTAINED THEREIN;

e. CONSIGNEE'S NAME AND ADDRESS; and

f. If applicable, Packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all CLINs and Work Orders issued under this task order, unless otherwise specified by an individual CLIN/Work Order. Additional inspection and acceptance requirements may be specified in each Work Order (TO).

E.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This Task Order incorporates the following Federal Acquisition Regulation (FAR) 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.

52.246-02	INSPECTION OF SUPPLIES - FIXED PRICE *	(AUG 1996)
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE *	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES *	(APR 1984)
52.246-06	INSPECTION - TIME-AND-MATERIAL AND LABOR HOUR***	(JAN 1986)
52.246-25	LIMITATION FOR LIABILITY-SERVICES	(FEB 1997)

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

a. The Government will review and verify that all deliverables associated with a CLIN/Work Order issued under this Contract fulfill the requirements and standards stated in this Task Order and in the associated ITOP II contract.

b. Inspection and acceptance of all items and services under this Task Order will be accomplished by a Government Contracting Officer or designated representative(s). The designated representative(s) will inspect, and be responsible for, the review and acceptance of all deliverables under this Contract prior to its acceptance by the Government Contracting Officer (CO) identified in the TO/WO via approving the Contractor's invoice, unless other procedures are specified in the TO. Acceptance testing will be performed by the designated representative(s):

Michael Przepiora , COTR
Transportation Security Administration
GSA Building, Room 5124
Seventh and D Street, SW
Washington, DC 20407
(202) 997-4369

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

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

This Task Order incorporates the following 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.

CLAUSE NO.	CLAUSE TITLE	DATE
52.242-15	Stop-Work Order - Alternate I	(AUG 1989)
52.242-17	Government Delay of Work	(APR 1984)
52.247-34	F.O.B Destination	(NOV 1991)

F.2 TASK ORDER (TO) AND WORK ORDERS (WO)

a. No task order shall exceed a 7 year period of performance.

b. The period of performance, deliverables, and milestones shall be specified in each CLIN/WO. No CLIN/WO shall be issued after the date for placement of task orders as cited in Section I, FAR 52.216-18, "Ordering".

c. All CLINs/WOs must be issued by an authorized Government Contracting Officer. No work shall be performed by the Contractor prior to acceptance of the CLIN/WO unless authorized by the cognizant Contracting Officer.

d. Delivery of supplies, services, written documents, etc. (including required formats and delivery locations) will be in accordance with the TO requirements. All correspondence and reports related to each CLIN/WO shall be delivered to the cognizant Contracting Officer (CO) and/or designated Contracting Officer's Technical Representative (COTR) as specified in the TO.

e. This TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding schedule changes or problems with performance shall be sent by the Contractor to:

Attn: Megan Russell
Contract # **DTTS59-99-D-00467**
Task Order # **DTSA20-02-D-00485**
7th and D Street, SW
Washington, DC 20590

F.3 TIME OF DELIVERY

All services to be performed under CLINs **SEE SECTION B** of this task order are required to be completed no later than 12 August 2009.

SECTION F – DELIVERIES OR PERFORMANCE

F.4 PLACE AND METHOD OF DELIVERY

Delivery of all documentation deliverables called for herein shall be sent to the COTR at the following address:

Michael Przepiora , COTR
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5124
Washington, DC 20590

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer at the following address:

Megan Russell, Contracting Officer
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5125
Washington, DC 20590

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all CLINs/Work Orders issued under this Task Order unless otherwise specified. Additional contract administration data may be specified in each CLIN/Work Order.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Transportation Security Administration Contracting Officer (CO), identified below, has the overall responsibility for this Task Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COTR). The CO for this contract is:

Megan Russell, Contracting Officer
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5125
Washington, DC 20590

A COTR shall be appointed in this TO. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination is received from the CO responsible for the TO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includes visits to the place of performance, meetings and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO. With specific CLINs/WO's, the COTR may designate specific responsibilities to Work Order Managers. These responsibilities will be defined in a delegation letter.

The COTR 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 TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator/specialist immediately for resolution. The COTR for this TO is:

SECTION G – CONTRACT ADMINISTRATION DATA

Michael Przepiora , COTR
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5124
Washington, DC 20590

G.3 BILLING INSTRUCTIONS

Invoices shall be submitted on a monthly basis. Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the **contract number, task order number, work order number and applicable line item numbers.** Invoices for task orders containing Time and Materials, or Cost type Contract Line Items shall contain the following:

1. All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately.
2. All other direct costs (if any) substantiated at the same level as originally proposed.
3. All subcontract costs (if any) substantiated by cost category as prime costs.
4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for Fixed Fee. Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost. The total installment payments of fixed fee shall not exceed 85% of the total fixed fee with the balance to be paid upon close-out of the task order.
6. Cumulative value to date of all billings against the applicable task order.

Invoices for task orders shall be submitted in accordance with the payment schedule in the order.

Additional billing instructions, including submittal instructions, shall be provided under each individual task order issued under the contract. By execution of this contract, the Contractor acknowledges that invoice substantiation requirements may differ under each task order due to the varying nature of customer practices, and agrees to provide all data required by the task order Contracting Officer to substantiate invoices.

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

TSA Accounting
DOT/FAA/MMAC, AMZ-200
HQ Building, Room 366
6500 MacArthur Blvd.
Oklahoma City, OK 73169

The Contractor shall also submit a copy to the COTR and CO at the following addresses:

SECTION G – CONTRACT ADMINISTRATION DATA

Michael Przepiora , COTR
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5124
Washington, DC 20590

Megan Russell, Contracting Officer
Department of Transportation
Transportation Security Administration
400 Seventh and D Street, SW
GSA Building, Room 5125
Washington, DC 20590

G.4 TRAVEL AND PER DIEM

a. Outside the Washington, DC Metropolitan Area:

Travel by air will be reimbursed at actual not to exceed coach fare. 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 Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, GSA Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the Contractor's standard accounting practice or disclosure statement. 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) rate applicable to the location of the 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 by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. If the Contractor incurs travel costs in excess of the amount shown in each TO, it is at its own expense.

b. Inside the Washington, DC Metropolitan Area:

(1) Travel will be reimbursed based on the policies stated in paragraph (a) above.

(2) Normal commuting expenses are not allowed.

Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure statement.

SECTION G – CONTRACT ADMINISTRATION DATA

G.5 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by the prime under this task order. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the WO level. It provides a technical activity summary by WO number. The report must be received by the CO and COTR, via e-mail (megan.russell@tsa.dot.gov and michael.przepiora@tsa.dot.gov), no later than the 15th of each month. The report shall be submitted in Microsoft Word format version 6.0 or higher.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a Task Order awarded under an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Time-and-Materials, and Fixed Price Award Fee type Work Orders. The type of CLIN selected will be determined by worker based on the criteria contained in FAR 16.1, Selecting Contract Types. The majority of the CLINs/WO's issued under this TO will be Fixed Price or Time and Materials. The estimated task order ceiling is $1 Billion for the seven-year period.

H.2 ORDERING PROVISION

The following ordering procedures apply to all CLINs/Work Orders issued under this contract. Any supplies and/or services to be furnished under this contract will be ordered by issuance of written CLINs/WOs against this TO. Modifications to the TO will incorporate a CLIN/WO and shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition:

a. Only an authorized Government Contracting Officer can issue a CLIN/WO under this TO.

b. All CLINs/WOs are subject to the terms and conditions of the TO and the ITOP II contract, with the exception of H.18 (b) which is hereby expressly deleted in the ITOP II contract. In the event of conflict between a WO Modification, TO and the contract, the contract will take precedence.

H.3 PROCUREMENT INTEGRITY – SPECIAL PROVISIONS ON EACH CLIN/WO

All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of this TO issued under the ITOP II contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of a TSA procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement" Form.

H.4 IDENTIFICATION OF CONTRACTOR EMPLOYEES

During the period of this task order, 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 Governmental (including state/local) or governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate personnel or directed by the COTR 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.

H.5 PUBLICITY

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

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.6 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 TO. 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 TO. 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 task order 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 task order, including those related to the Government's right to inspect and accept the services to be performed under this task order. The substance of this clause shall be included in all subcontracts at any tier.

H.7 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 TO 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 TO for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this TO.

(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 TO.

H.8 RESERVED

H.9 GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in this TO. If any given CLIN/WO issued under this TO requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment and furniture for Contractor personnel.

H-10 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. Work performed under this TO will be subject to FAR Subpart 39.2 in effect to the date of task order award.

H.11 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor in their ITOP II contract), shall be deemed incorporated by reference in the TO.

H.12 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

New Year's Day
Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas

(b) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by the President's Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal, State, Local and other governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative.

(e) If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

1. Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.

2. Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited other sections of this contract.

H.13 KEY PERSONNEL

(a) Key Personnel

(1) The Government has designated the following as key personnel positions for this overall effort:

(2) See Unisys Technical Proposal, Part C, dated 01 July 2002

(3) Key personnel for the overall effort must remain assigned to the contract by the Contractor on a full or part-time basis (depending on the level of TO effort) 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 TSA CO due to a change of duties, promotion, conflict between two (2) or more TOs, etc.

H.14 INSURANCE

See Section I - Clause 52.228-7, "Insurance - Liability to Third Persons". The Contractor shall secure, pay the premiums for and keep in force until the expiration of this Task Order, 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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.15 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 by checking the appropriate blank below:

[X] The offeror shall participate in ADR.

[ ] The offeror shall not participate in ADR.

H.16 CONTRACTOR RESPONSIBILITIES

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

(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 to this TO; or

(4) Recruit on Government premises or otherwise act to disrupt official Government business.

H.17 SECURITY REQUIREMENTS

Use of Foreign Nationals and Foreign Entities on TSA Contracts

All contractor employees, whether employed by the contractor, a subcontractor or who is consultant to TSA, involved in the performance of this contract and requiring access to areas controlled by TSA, an FDS or IFSR

or access to sensitive information and/or resources shall be a citizen of the United States or an immigrant alien who has been lawfully admitted for permanent residence as evidenced by Alien registration Receipt Card Form I-151.

Copies of appropriate, valid INS documentation must be made available to Federal officials upon request.

For immigrant aliens who are working under this contract and require access to facilities, sensitive information a/or resources the following conditions must be met:

1. The foreign national must have resided within the United States for 3 years of the last 5 years unless a waiver of this requirement is requested and approved from TSA;

2. TSA makes a valid risk or sensitivity level designation for the position; and

3. TSA shall conduct the appropriate security screening for the position.

Disclosure of source code, technology, or documentation to a nonimmigrant alien, a type of foreign national not authorized access may be considered to be an export and export control violation by TSA. The contractor shall at all time comply with Traffic in Arms Regulation (ITAR), 22 C.F.R. parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. parts 730 through 799, in the performance of this contract. In complying with these export provisions, the contractor shall determine the applicability of license exemptions; exceptions and obtain appropriate licenses or other approvals for exports of source code, technology, and documentation. The contractor shall make the same determinations where its use of non-immigrant aliens would allow them access to export sensitive information. Acquisitions involving foreign nationals or foreign entities are subject to the following provisions:

The offeror/awardee and TSA will each mark export sensitive documents that it discloses to the other parting using the following legend:

"This document contains export sensitive information. The recipient of this information is responsible for complying with all export rules of the United States Government prior to releasing or disclosing this information to nonimmigrant aliens."

The contractor shall submit an explanation to the TSA contracting officer of why use of the non-immigrant alien would not violate export restrictions. The contractor shall be responsible for all regulatory record keeping requirements associated with the license and license exemption or exception. Copies of export related determinations and documentation shall be provided to TSA upon request. For export or security reasons, TSA reserves the right to exclude offerors with a controlling degree of non U.S. ownership, an non U.S. place of business or nonimmigrant aliens from being given access to software, equipment, technology or documentation necessary to prepare an offer or to perform the contract. Offerors should be aware that obtaining an export clearance license may still be outweighed by security concerns. Any potential offeror either having or intending to make significant use of, non US companies or personnel that are nonimmigrant aliens is encourage to consult the TSA contracting officer prior to committing resources. This clause shall flow down to subcontractors.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Work Orders issued under this contract may have specific security requirements applicable to the performance of that WO. These requirements will be spelled out in the specific WO.

H.18 CONTRACTOR STAFF TRAINING

a. The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of this task order. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

(1) When the Government has given prior approval for training to meet special requirements that are peculiar to this particular TO.

(2) Limited training of Contractor employee(s) may be authorized when the Government changes the IT hardware and/or software during performance of an on-going task order and it is determined to be in the best interest of the Government.

(3) Training for contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the COTR that attendance is mandatory for the performance of this task order.

b. When training is authorized by the Government under the conditions set forth above, the Government will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Contractor's standard accounting/estimating procedures. For training expenses (including labor) reimbursed as a direct cost under the task order, the Contractor agrees to reimburse the Government a pro-rata share of the training expenses for each employee who subsequently is no longer employed under the task order. For example, within one year from the completion of training if the Government paid $12,000 to train an individual no longer employed under the task order after six months, the Contractor would reimburse the Government $6,000. This reimbursement would not be required for an employee replaced by an individual who has received the same training paid by the Government for the original employee, provided the replacement occurs within two weeks from the original employee's last day of employment under the task order. A replacement after that time frame would reduce the pro rata reimbursement owed the Government (i.e., under the above scenario if the employee is replaced after one month with an individual who has received the same training, the amount to be reimbursed would be reduced from $6,000 to $1,000).

H.19 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

a. Work under this TO may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, 1) the Contractor's objectivity in performing the work may be impaired by its other business activities, 2) the nature of the work to be performed may result in unfair competitive advantage to the Contractor in a

future Government procurement, or 3) the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

b. Therefore, in order to prevent a potential bias, unfair, competitive advantage, or other potential conflict of interest the Contractor shall be subject to the following restrictions:

1. The Contractor shall be excluded from competition for, or award of, any Government contract, for which, in the course of performance of this contract, the Contractor has received advance procurement information, which has not been made generally available to other persons or firms. Absent security reasons, the Government will strive to notify the Contractor as early in the procurement process as feasible of potential conflicts of interest situations.

2. The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

3. The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.

4. The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

c. The Contractor shall be notified in the TO for the initial effort whether a future exclusion is possible. In order to avoid exclusion from future contracts, everything developed under this contract shall be given to the Government with unlimited data rights in accordance with Rights in Data – General, FAR 52.227.14.

d. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

e. The term "Contractor," as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation which has a majority or controlling interest in the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

f. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

g. The exclusions contained in this clause shall apply for the duration for each TO and for two (2) years after completion and acceptance of all work performed thereunder.

h. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

i. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.

H.20 NOTICE OF AVAILABILITY OF FUNDS/CONTINUING RESOLUTION

CLINs/Work orders (or applicable line items thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference in Section I. The "Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the Contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the task order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the requiring department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

H.21 INDEMNIFICATION

The parties will negotiate in good faith and use their best efforts to negotiate an indemnification clause in accordance with FAR 50-402-1 and Department of Transportation guidance. However, the contracting officer will not modify the contract to provide for indemnification without the prior review and written approval of indemnification by the Office of the Secretary of Transportation. Delay in negotiating, review and approval of indemnification or denial thereof shall not constitute an excusable delay under FAR 52.242-17

H.22 INCREMENTAL FUNDING

CLINs and WO's under this task order will be incrementally funded with respect to cost. The amount(s) presently available and obligated to this task order is set forth below. The period of performance for which it is estimated the obligated amount will cover is as follows:

Obligated Cost	Period of Performance
$23,300,000	13 August 2002 – 30 Sept 2002

SECTION I – CONTRACT CLAUSES

FAR52.252-2 - Clauses Incorporated by Reference (JUN 1988) - This contract incorporates one or more clauses by reference, with the same force and effect as if they were in full text. Upon request, the Contracting Officer will make their full text available

a. The clauses from the following regulations are incorporated:

   I. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) dated 1990 as amended; and
   II. Transportation Acquisition Regulation (TAR) dated 1994 as amended.

b. Clauses marked with asterisks (**) are attached in full text.
c. Clauses marked with asterisks (***) are applicable to request for proposals when Task Orders are competed.

FEDERAL ACQUISITION REGULATION CLAUSES

CLAUSE NO.	CLAUSE TITLE	DATE
52.202-01	Definitions	OCT 1995
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Recission & Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-01	Approval of Contract**	DEC 1989
52.204-02	Security Requirements	AUG 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.204-06	Data Universal Numbering Systems (DUNS)	APR 1998
52.209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-05	Material Requirements	OCT 1997
52.211-16	Variation in Quantity	AUG 1996
52.212-4	Contract Terms and Conditions – Commercial Items	APR 1998
52.215-01	Instructions to Offerors - Competitive***	OCT 1997
52.215-02	Audit and Records – Negotiation	AUG 1996
52.215-08	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997

SECTION I – CONTRACT CLAUSES

52.215-13	Subcontractor Cost or Pricing Data - Modification	OCT 1997	
52.215-14	Integrity of Unit Prices	OCT 1997	
52.215-15	Termination of Defined Benefit Pension Plans	OCT 1997	
52.215-16	Facilities Capital Cost of Money***	OCT 1997	
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997	
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)	OCT 1997	
52.215-19	Notification of Ownership Changes	OCT 1997	
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data - Modifications	OCT 1997	
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997	
52.216-07	Allowable Cost and Payment	APR 1998	
52.216-08	Fixed Fee	MAR 1997	
52.216-17	Incentive Price Revision - Successive Targets	OCT 1997	
52.216-18	Ordering**	OCT 1995	
52.216-19	Order Limitations**	OCT 1995	
52.216-22	Indefinite Quantity**	OCT 1995	
52.217-02	Cancellation Under Multiyear Contracts	OCT 1997	
52.217-08	Option to Extend Services	AUG 1989	
52.219-06	Notice of Total Small Business Set-Aside	JUL 1996	
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	JUN 1997	
52.219-09	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan	AUG 1996	
52.219-14	Limitations on Subcontracting	DEC 1996	
52.219-16	Liquidated Damages - Subcontracting Plan	OCT 1995	
52.219-17	Section 8(a) Award**	DEC 1996	
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	JAN 1997	
52.222-02	Payment for Overtime Premiums**	JUL 1990	
52.222-03	Convict Labor	AUG 1996	
52.222-26	Equal Opportunity	APR 1984	(1)
52.222-28	Equal Opportunity Pre-Award Clearance of Subcontracts	APR 1984	(1)
52.222-29	Notification of Visa Denial	APR 1984	
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1998	
52.222-36	Affirmative Action for Handicapped Workers	APR 1998	
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	APR 1998	
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989	
52.222-43	Fair Labor Standards Act and Services Contract Act - Price Adjustment	MAY 1989	

SECTION I – CONTRACT CLAUSES

(1) In accordance with DOT OST memorandum dated 4 Nov 1997 – The threshold for pre-award Compliance Evaluation has been raised to over 10 million dollars.

52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, And/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification	AUG 1996
52.223-02	Clean Air and Water Act	APR 1984
52.223-05	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-06	Drug Free Workplace	JAN 1997
52.223-10	Waste Reduction Program	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-03	Buy American Act - Supplies	JAN 1994
52.225-11	Restrictions on Certain Foreign Purchases	OCT 1996
52.226-01	Utilization of Indian Organizations and Indian Owned Economic Enterprises	SEP 1996
52.227-01	Authorization and Consent	JUL 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Rights in Data - General	JUN 1988
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data - Special Works	JUN 1987
52.228-05	Insurance - Work on a Government Installation	JAN 1997
52.228-07	Insurance - Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	JAN 1991
52.229-05	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.230-02	Cost Accounting Standards	APR 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-06	Administration of Cost Accounting Standards	APR 1996
52.232-01	Payments	APR 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	FEB 1997
52.232-08	Discounts for Prompt Payment	MAY 1997
52.232-11	Extras	MAY 1984
52.232-16	Progress Payments	MAY 1984
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

SECTION I – CONTRACT CLAUSES

52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-32	Performance-Based Payments	MAY 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-01	Disputes	OCT 1995
52.233-01 I	Disputes - Alternate I	DEC 1991
52.233-03	Protest after Award	AUG 1996
52.233-03 I	Protest after Award - Alternate I	JUN 1985
52.237-02	Protection of Government Buildings, Equipment and Vegetation	JAN 1991
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	OCT 1995
52.242-04	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-01	Changes - Fixed Price	AUG 1987
52.243-01 I	Changes - Fixed Price - Alternate I	APR 1984
52.243-01 II	Changes - Fixed Price - Alternate II	APR 1984
52.243-02	Changes - Cost Reimbursement	AUG 1987
52.243-02 I	Changes - Cost Reimbursement - Alternate I	APR 1984
52.243-02 II	Changes - Cost Reimbursement - Alternate II	APR 1984
52.243-03	Changes - Time-and-Materials or Labor-Hours	AUG 1987
52.243-07	Notification of Changes	APR 1984
52.244-02	Subcontracts – Alternate II	AUG 1998
52.244-05	Competition in Subcontracting	APR 1998
52.244-06	Subcontracts for Commercial Items and Commercial Components	APR 1998
52.245-01	Property Records	APR 1984
52.245-02	Government Property (Fixed-Price Contracts)	DEC 1989
52.245-05	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)	JAN 1986
52.246-25	Limitation of Liability - Services	FEB 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-06	Termination (Cost-Reimbursement)	SEP 1996
52.249-06 IV	Termination (Cost-Reimbursement) – Alternate IV	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

SECTION I – CONTRACT CLAUSES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [zero unless specified in a task order] or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

Transportation Acquisition Regulation (TAR) - This section contains clauses, which are incorporated by reference, with the same force and effect as if they were in full text. Upon request, the Contracting Officer will make their full text available.

Clause #	Title	Date
1252.209-70	Disclosure of Conflicts of Interest	OCT 1994
1252.216-71	Determination of Award Fee**	OCT 1994

SECTION I – CONTRACT CLAUSES

1252.216-72	Performance Evaluation Plan**	OCT 1994
1252.216-73	Distribution of Award Fee**	OCT 1994
1252.219-70	Small Business and Small Disadvantaged Business Subcontracting Report**	OCT 1994
1252.223-71	Accident and Fire Reporting**	OCT 1994
1252.237-70	Qualifications of Employees**	OCT 1994
1252.242-71	Contractor Testimony**	OCT 1994
1252.242-72	Dissemination of Contract Information** (Applicable unless the contract requires the release or coordination of information)	OCT 1994
1252.242-73	Contracting Officer's Technical Representative** (Applicable to service contracts where work will be performed on Government facilities)	OCT 1994
1252.245-70	Government Property Records**	OCT 1994

** Indicates that clause is included in full text

Transportation Acquisition Regulations - Clauses in Full Text

SECTION I – CONTRACT CLAUSES

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.

1252.242-71 CONTRACTOR TESTIMONY (OCT 1994)

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract: or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

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.

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 TO 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 TO 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 TO.

(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.

SECTION J – LIST OF ATTACHMENTS

Attachment J-1 Service Level Agreements as proposed 7/15/02
Attachment J-2 Payment Information Form Ach Vendor Payment System
Attachment J-3 Oral Presentation dated 7/11/02
Attachment J-4 TSA ITMS Statement of Objectives
Attachment J-5 Past Performance Submission as proposed 7/01/02
Attachment J-6 Offerors Cost/Price Proposal as proposed 7/25/02
Attachment J-7 – Offerors Technical Proposal as proposed 7/01/02 and all change pages submitted thereafter
Attachment J-8 – Quality Recognition and Certification Profile Form as proposed 7/1/02
Attachment J-9 – Offeror's Work Order 0001 Technical Proposal as proposed 12 August 2002
Attachment J-10 Offeror's Work Order 0001 Cost Proposal as proposed 12 August 2002
Attachment J-11 – Offeror's Work Order 0002 Technical Proposal as proposed 12 August 2002
Attachment J-12 Offeror's Work Order 0002 Cost Proposal as proposed 12 August 2002

SECTION I – CONTRACT CLAUSES

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.

(End of Section I)

PROCUREMENT SENSITIVE

TRANSPORTATION SECURITY ADMINISTRATION
Information Technology-
Enterprise Operations Center Deployment
Work Order - 0001
Statement of Objectives

1.0 Introduction

The Information Technology Managed Services (ITMS) program will establish and maintain the information technology (IT) and telecommunication infrastructure support and services for the potential 65,000 employees at various field and headquarters (HQ) locations including: headquarters, 429+ airport/Federal Security Director (FSD) sites, [redacted] Federal Air Marshall (FAM) field offices, the FAM Operations Center, the Atlantic City Technical Center, the Transportation Security Administration (TSA) Command Center, and other yet to be identified locations and customers. The ITMS program will be overseen by TSA's Managed Service Provider Program Office (MSPPO).

EX. 3-1520.5 (b)(8)(i)

TSA requires a world-class comprehensive, enterprise-wide information technology managed services partner to assist the agency in meeting its responsibilities under Federal legislation and executive orders. Various service levels will be required in a number of separate work orders or categories of effort. These include but are not limited to Enterprise Operations Center (National Help Desk, Network Operations Center, Security Operations Center and application hosting (legacy and new)), enterprise architecture, capital and portfolio management, project management, TSA Command Center, communications network (data and voice), wireless equipment, Federal Security Director IT support, Airport IT support, Federal Air Marshals IT support, Land Mobile Radio provisioning and support, eGovernment platform implementation hosting and support, Checked baggage and Passenger screening data, Cargo Screening support, Time &Attendance , Federal Air Marshall Scheduling support, TSA SCIF and Intelligence analysis systems, and performance management data analysis.

The TSA has put in place an end-to-end outsourced IT infrastructure contract (ITMS) that supports the application of IT life cycle management methodology from planning to enhancement; integration of the infrastructure into the planning and solutions design to ensure a successful transition from development to production to archive; and the development and institutionalization of processes and tools that integrate planning, development, implementation, operation and maintenance from the infrastructure impact assessment to service level measurement and management. Accordingly, all activities accomplished under this Statement of Objectives will be completed in accordance with the terms and conditions of the ITMS contract.

1.1 Overview

This Statement of Objectives (SOO) addresses the requirements for the establishment of a Enterprise Operations Center, infrastructure management services and the implementation of quality technical infrastructure solutions.

The newly formed and evolving United States Department of Transportation (DOT) Transportation Security Administration (TSA) faces a series of challenging mandates that rely heavily on the establishment and implementation of sound information technology (IT) processes, resources, and technology. The TSA Enterprise Operations Center deployment provides the overall TSA-wide telecommunications and IT system engineering and continuing operations management to support all TSA locations. The Associate Under Secretary for Information Technology and Chief Information Officer has the responsibility to provide all information technology equipment, infrastructure and management services requisite to meet TSA operational needs and ensure those services are efficient, timely, cost-effective and meet established performance levels.

The scope of this work order includes the managed IT services and operations to include Help Desk, infrastructure maintenance management, asset management, network management, telecommunications management, video management, security management, Service Level Agreement (SLA) and incident management, project/risk/performance/financial management and application management and hosting, and analytical/engineering support to efficiently and effectively plan and architect, transition, deploy, integrate, maintain, expand (as required) and optimize the EOC capability in accordance with the TSA Enterprise Architecture. The scope also includes TSA Enterprise Architecture and Capital Planning activities.

The period of performance for this work order is a 36 month phased effort starting the date of award. The period of performance phases are 3 twelve (12) month periods that are aligned with phased requirements and budgeting constraints.

Phase 1: Transition/Deployment and initial operational capability - Contract award plus 12 months.

Phase 2: Post deployment/maintenance and full operations capability – Phase 1 completion plus 12 months.

Phase 3: Post deployment/maintenance and full operations capability/enhancements – Phase 2 completion plus 12 months.

1.2 Statement of Objectives Response Expectations

The Offeror shall use the SOO, together with other applicable portions of the ITMS Contract Award, as the basis for preparing their response, which shall include a proposed Statement of Work (SOW), a proposed Contract Work Breakdown Structure (CWBS), recommended facility locations, recommended key performance indicators and SLA's (specific to the task), recommended Quality Control Surveillance Plans, proposed schedules, recommended Contract Data Requirements List (CDRL), recommended Work

Order Deployment/Implementation, Financial and Technical Management Reports, recommended management reporting cycles, GSA Schedule compliance matrix and alternative/cost-benefit analyses/evaluations. The offeror shall ensure all aspects of this SOO are addressed.

The proposed SOW should specify in clear, understandable terms the offeror's technical solution and approach. The proposed SOW shall convey both an understanding of the products and services (during transition, deployment/implementation and sustainment periods in sub-task order) that are needed to satisfy TSA CIO's requirement and what is required in specific performance based quantitative terms. The offeror's understanding of the equipment/services and work effort required to accomplish the objectives should be fully demonstrated in the offeror's proposal. For the complex interrelationships among the ITMS contract, this SOO and vendor proposal documents, use of a cross-reference matrix is recommended.

2.0 Objectives

The objective of this SOO is to quickly, efficiently, effectively, and economically provide, deploy and maintain a "best in class" IT managed and secure enterprise architecture (in a phased and coordinated manner) to support the Office of the Chief Information Officer in the definition, development, transition/deployment/implementation and institutionalization of a sound IT solution that enables TSA employees and security systems to successfully achieve TSA's mission goals and objectives. In addition to establishing a partner-focused working relationship with TSA, the work order objectives include but are not limited to:

2.1 Global Objectives

2.1.a Establishment of joint program management to use the contractor's formal planning and project methodologies to develop project plans, processes and procedures that will facilitate the accomplishment of program objectives. Staff supporting the joint program management office may not necessarily be co-located. Government and contractor staff may be required to travel for meetings. A limited number of contractor staff may be required to work part-time at TSA locations.

2.1.b Development and institutionalization of processes and tools that integrate planning (requirements analysis, product evaluations), development (configuration control/design), implementation (training), operation and maintenance.

2.1.c Design, deploy, and manage the security equipment and applications required to comply with TSA's Security Architecture.

2.1.d Maximize use of Government Furnished Equipment consistent with the TSA Enterprise Architecture.

2.1.e Authorized TSA representatives shall be able to electronically order services, report troubles, receive service status alerts, and receive Vendor billing information.

2.1.f Provide detailed alternative and cost-benefit analysis/evaluation of the infrastructure capabilities (federal sources included) available to support TSA IT requirements. Alternatives at a minimum should include: 1) Provided for TSA only and 2) Provided and/or managed as a shared resource.

2.1.g Establishment of efficient and effective lines of communications that allow real time transmission of information 24X7.

2.1.h Development of a project value statement in the project charter that highlights the value to TSA successful attainment.

2.1.i The use of experienced professional staff to work closely with TSA personnel and other concerned parties to successfully achieve TSA and ITMS objectives.

2.1.j All IT infrastructure and services shall be architected to enable TSA to be a learning organization. Techniques, such as, distance learning and learning management shall be supported.

2.1.k Knowledge transfer from vendor to TSA IT managers and engineers and to end-users shall enable optimal use of the technology provided in this SOO consistent with TSA's mission objectives.

2.1.l All vendor team members meet TSA security requirements (including those required to support the TSA SCIF) and receive appropriate credentials to access TSA and all modal locations.

2.1.m Ensure interoperability (100%) within the TSA enterprise.

2.1.n Effective use of warranties and volume pricing is consistent with TSA business objectives.

2.1.o Provide recommended SLAs/KPIs and incident linkages and the management processes that improve service and reduce the TCO.

2.2 Specific Objectives

2.2.a Immediate standup of a secure Enterprise Operations Center services and support, assumption and transition of existing Enterprise Operations Center capability from a "current state" to "to be state" (managed services, equipment and software under MSP control with TSA oversight) that is consistent with Field/HQs rollout milestones, dates and continuously improving services.

2.2.b Assumption of TSA existing equipment and services, for example help desk (all tiers), servers, network management, maintenance management, data center including ACS legacy systems, such as TRX Performance Management, Checked Baggage and Passenger Screening Databases and Federal Air Marshall and TSA Intelligence Operations legacy systems. In addition, assume inventory control, configuration control, security management and the integration of the field and headquarters nodes (see WO-0002).

2.2.c Provide TSA LAN and WAN connectivity, Internet access, VPN capability and the servers and applications, which make up the core foundation of those

networks which are architected to optimize information security, total cost of ownership, reliability, and user satisfaction in meeting TSA objectives.

2.2.d Development of all EOC related deployment (services or equipment) packages coordinated with all TSA stakeholders and consistent with higher mission schedules and IT security requirements.

2.2.e Develop and maintain Total Cost of Ownership (TCO) consistent with scope of the TSA IT infrastructure, configuration management and TCO benefits.

2.2.f Immediate participation in the creation and maintenance of the TSA Enterprise and Security Architecture planning and compliance process and TSA Capital Planning and Portfolio Management Process.

2.2.g Provide pre-deployment coordination, analysis (to include alternative and cost-benefit) and required surveys prior to deployment.

2.2.h Ability to interface with other agency databases (i.e. fingerprinting) that support TSA mission requirements.

2.2.i Provide application (COTS/GOTS/Custom) integration and implementation and maintenance support for TSA systems, such as the eGov platform and a Time and Attendance/Scheduling system.

2.2.j Establish and maintain back-up/disaster recovery and Continuity of Operations consistent with TSA plans.

2.2.k Provide coordinated wireless solutions consistent with operational need and consistent with TSA Enterprise Architecture.

2.2.l Implement a coordinated TSA IT security training/awareness program.

2.2.m Implement established GISRA compliance/review processes throughout the TSA Enterprise.

2.2.n Provide an integrated call center capability that supports various TSA operational needs.

2.2.o Implementation of a near real-time customer and management performance and operations monitoring tool.

2.2.p Effective use of web technologies to keep TSA customers current with TSA IT status, capabilities and planned enhancements (i.e. Help desk web site). These efforts shall also include the development and maintenance of a TSA service ordering system and billing reconciliation system.

3.0 Partnering Philosophy

A major intent of this Statement of Objectives is to create a "partnership" between TSA and the contractor. Superior performance on the contractor's part will directly and indirectly link to superior TSA mission accomplishment through the economic and efficient use of information technology. Within the context of the TSA/contractor partnership, TSA does not use the terms "partner" and "partnership" as legal terms. The TSA/contractor partnership will reflect the attributes of an open, collaborative, and

customer-oriented professional relationship. In addition to meeting program objectives, the contractor is encouraged to:

a) Consistently take steps to understand TSA's crucial business issues and opportunities.

b) Share the risks and responsibilities of joint implementations and initiatives.

c) Ensure its products and services deliver tangible and meaningful business benefits.

d) Work collaboratively with other contractors, government agencies, and business partners to ensure project success.

e) Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing mission-critical IT systems and solutions.

f) Periodically measure and forecast capacity and systems growth in sync with TSA capital planning requirements and constraints.

Under a performance-based contract structure, performance metrics and service level agreements will be used extensively to monitor the performance of this contract. TSA's Office of Information Technology (OIT) and the contractor will baseline and monitor progress using agreed-to performance metrics and service level agreements.

4.0 End Results/Deliverables

End results to be achieved:

4.0.a Seamless transition of Enterprise Operations Center related services and equipment from current support to MSP.

4.0.b Seamless migration of Enterprise Operations assets while improving existing level of service.

4.0.c Thorough and documented alternative and cost-benefit analysis/evaluation of other support capabilities (Federal sources included).

4.0.e Customer-centric deployment of EOC operational and management, equipment and services to each individual site (customer quality project value attained, configuration controlled and performance increased while cost savings are realized).

4.0.f Successful implementation of an incident management process and tools that demonstrate linkage to SLAs and continuous improvement.

4.0.g Effective, timely, cost-efficient coordination, planning, execution and reporting of all activities and events on a daily basis.

4.0.h Successful integration with existing TSA planning, monitoring and other tools.

4.0.i Successful billing integration with TSA accounting system.

4.0.j 100% attainment of EOC deployment/implementation schedules.

4.0.j Successful integration with all TSA locations, such as airport, FSD, FAM, HQ and TSA Command Center nodes.

4.0.k Successful achievement (100%) of the Enterprise Operations Center transition and implementation (to the node) that is consistent with Field/HQs rollout milestones and dates.

4.0.l Successful pre-deployment coordination, analysis and applicable surveying prior to deployment.

4.0.m Successful transition/migration of current EOC related services and equipment to MSP control.

4.0.n Successful integration with other agency databases (i.e. fingerprinting) that support TSA mission requirements.

4.0.o Successful implementation of TSA-wide telecommunications network that has been architected to optimize information security, total cost of ownership, reliability and user satisfaction in meeting TSA mission objectives.

4.0.p Successful use of warranties and volume pricing that is consistent with TSA business objectives.

4.0.q Successful development of a TSA Enterprise Architecture and implementation of an OMB compliant capital planning process.

4.0.r Successful attainment of all Service Level Agreements pertaining to this work order.

Deliverables for this SOO may include, but are not limited to the following:

Deliverable Description	*Expectation*
Proposed Statement of Work (SOW)	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each (sub-task applicable to this Enterprise Operations Center work order) to include assumption of existing services, transition services, EOC stand-up, and implementation of managed services and interrelationships.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *CWBS and project schedules provide full visibility into the projects schedule and costs.* • *Fully demonstrates understanding and progress/compliance of TSA IT security.*
Proposed Work Break Down Structure (WBS), Project Schedules/Milestones (if tailored)	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each (sub-task applicable to this Enterprise Operations Center*

	work order (to include assumption of existing services, transition services, EOC stand-up, and implementation of managed services and interrelationships. • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *CWBS and project schedules provide full visibility into the projects schedule and costs.* • *Fully demonstrates understanding and progress/compliance of TSA IT security.* • *Demonstrates a clear integration with the Field Support Work Break Down Structure/*
Recommended Key Performance Indicators/Service level Agreements	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each (sub-task applicable to this Enterprise Operations Center work order (to include assumption of existing services, transition services, EOC stand-up, and implementation.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *Fully defines linkages to incidents.* • *Fully demonstrates understanding and progress/compliance of TSA IT security.*
System Development Life Cycle Documentation (including training plans, COOP/COG/Disaster Recovery plans, Maintenance and Incident Management plans, Configuration/Quality/Interface Control documents, other system SDLC documentation and Total Cost of Ownership documentation.	• *Clear, Concise, and Understandable* • *Specifically provides the level of information that meets all SDLC and IT Security requirements and assures user capability and understanding.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *Fully demonstrates understanding and progress/compliance of TSA IT security.*
Proposed Program/Project management/Deployment/Technical/Security/Risk/Analytical/Performance/Financial, alternative Analyses/Evaluations/Cost-benefit and Incident Reports with CMM objectives in mind	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each (sub-task applicable to this Enterprise Operations Center work order (to include assumption of existing services, transition services, EOC stand-up, and implementation* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *Fully demonstrates achievement of progress and compliance.* • *Fully demonstrates achievement of alternative capability*

	evaluations. • *Fully demonstrates understanding and progress/compliance of TSA IT security.* • *Fully demonstrates integration with Field Support Projects.* • *Fully demonstrates a path for TSA to increasingly higher levels of CMM conformance.*
Project Value Statement	• *Clear, concise, and understandable* • *Specifically defines how the successful attainment of the SOO objectives increases customer satisfaction in IT support and positively impacts TSA mission objectives.* • *Specifically defines how TSA IT managers and end users will be trained in the effective use of the technology and services provided in this SOO.*

5.0 References

Response to this SOO should be compliant with the following documents:

5.0.a TSA Information Technology Managed Services (TSA ITMS) Task Order.

5.0.b TSA ITMS Statement of Objectives (Attachment J: TSA ITMS Task Order).

5.0.c Applicable laws and regulations regarding the planning, budgeting, management/oversight and disposal of information technology resources in the Federal Government.

PROCUREMENT SENSITIVE

TRANSPORTATION SECURITY ADMINISTRATION
Information Technology
Field/Headquarters Infrastructure Deployment
Work Order - 0002
Statement of Objectives

1.0 Introduction

The Information Technology Managed Services (ITMS) program will establish and maintain the information technology (IT) and telecommunication infrastructure support and services for the potential 65,000 employees at various field and headquarters (HQ) locations including: headquarters, 429+ airports/Federal Security Director (FSD) sites, Federal Air Marshall (FAM) field offices, the FAM Operations Center, the Transportation Security Administration (TSA) Command Center, Atlantic City Technical Center, and other yet to be identified locations and customers. The ITMS program will be overseen by TSA's Managed Services Provider Program Office (MSPPO).

EX-3 1520.5(b)(8)(i)

TSA requires a world-class comprehensive, enterprise-wide information technology managed services partner to assist the agency in meeting its responsibilities under Federal legislation and executive orders. Various service levels will be required in a number of separate work orders or categories of effort. These include but are not limited to Enterprise Operations Center (National Help Desk, Network Operations Center, Security Operations Center and application hosting (legacy and new)), enterprise architecture, capital and portfolio management, project management, TSA Command Center, communications network (data and voice), wireless equipment, Federal Security Director IT support, Airport IT support, Federal Air Marshals IT support, Land Mobile Radio provisioning and support, eGovernment platform implementation hosting and support, Checked baggage and Passenger screening data, Cargo Screening support, Time &Attendance , Federal Air Marshall Scheduling support, TSA SCIF and Intelligence analysis systems, and performance management data analysis.

The TSA has put in place an end-to-end outsourced IT infrastructure contract (ITMS) that supports the application of IT life cycle management methodology from planning to enhancement; integration of the infrastructure into the planning and solutions design to ensure a successful transition from development to production to archive; and the development and institutionalization of processes and tools that integrate planning, development, implementation, operation and maintenance from the infrastructure impact assessment to service level measurement and management. Accordingly, all activities accomplished under this Statement of Objectives will be completed in accordance with the terms and conditions of the ITMS contract.

1.1 Overview

This Statement of Objectives (SOO) addresses the requirements for the establishment of Field and Headquarters IT infrastructure services and the implementation of quality technical infrastructure solutions.

The newly formed and evolving United States Department of Transportation (DOT) Transportation Security Administration (TSA) faces a series of challenging mandates that rely heavily on the establishment and implementation of sound information technology (IT) processes, resources, and technology. The TSA Field and Headquarters IT Infrastructure Deployment provides the initial and follow-on communications and computational operational capability to all TSA locations. The Associate Under Secretary for Information Technology and Chief Information Officer has the responsibility to provide all information technology equipment and infrastructure requisite to meet TSA operational needs and ensure those services are efficient, timely, cost-effective and meet established performance levels.

The scope of this work order includes the managed seat services (Infrastructure Maintenance, Inventory Control, Network (LAN/WAN/VPN, fiber and cable infrastructure), Voice, Land Mobile Radio, Video and Computer Systems Provisioning and Deployment/Installation, TSA Standard PC Image Development/Configuration Management, Security Integration, office automation equipment, Cell Phones, PDAs, pagers, Time and Attendance data collection devices, security equipment network integration, programmable plasma video displays, perimeter security systems, project/performance/financial/incident management and analytical/engineering support to efficiently and effectively plan and architect, transition, deploy, maintain and expand (as required) IT infrastructure to the 429+airports, FSD, FAM, TSA Command Center, Headquarters and other locations as directed per TSA mandated timeframes and manage that infrastructure in order to meet TSA and ITMS objectives (see Section 5).

The period of performance for this work order is a 36 month phased effort starting the date of award. The period of performance phases are 3 twelve (12) month periods that are aligned with phased requirements and budgeting constraints.

Phase 1: Transition/Deployment and initial operational capability - Contract award plus 12 months.

Phase 2: Post deployment/maintenance and full operations capability – Phase 1 completion plus 12 months.

Phase 3: Post deployment/maintenance and full operations capability/enhancements – Phase 2 completion plus 12 months.

1.2 Statement of Objectives Response Expectations

The Offeror shall use the SOO, together with other applicable portions of the ITMS Contract Award, as the basis for preparing their response which shall include a proposed Statement of Work (SOW), a proposed Contract Work Breakdown Structure (CWBS),

recommended key performance indicators and SLA's (specific to the task), recommended Quality Control Surveillance Plans, proposed schedules, recommended Contract Data Requirements List (CDRL), recommended Program, Deployment, Financial and Technical Management Reports, recommended management reporting cycles, GSA Schedule compliance matrix and alternative/cost-benefit analyses/evaluations. The offeror shall ensure all aspects of this SOO are addressed.

The proposed SOW should specify in clear, understandable terms the offeror's technical solution and approach. The proposed SOW also shall convey both an understanding of the products and services (during transition, deployment and sustainment periods) that are needed to satisfy TSA CIO's requirement and define what is required in specific, performance-based, quantitative terms. The offeror's understanding of the equipment/services and work effort required to accomplish the objectives should be fully demonstrated in the offeror's proposal. For the complex interrelationships among the ITMS contract, this SOO and proposal documents, use of a cross-reference matrix is recommended.

2.0 Objectives

The objective of this SOO is to quickly, efficiently, effectively, and economically provide, deploy and maintain a "best in class" IT managed and secure infrastructure (in a phased and coordinated manner) to support the Office of the Chief Information Officer in the definition, development, transition/deployment/implementation and institutionalization of a sound IT infrastructure that enables TSA employees and security systems to successfully achieve TSA's mission goals and objectives. In addition to establishing a partner-focused working relationship with TSA, the work order objectives include but are not limited to:

2.1 Global Objectives

2.1.a Establishment of joint program management to use the contractor's formal planning and project methodologies to develop project plans, processes and procedures that will facilitate the accomplishment of program objectives. Staff supporting the joint program management office may not necessarily be co-located. Government and contractor staff may be required to travel for meetings. A limited number of contractor staff may be required to work part-time at TSA locations.

2.1.b Development and institutionalization of processes and tools that integrate planning (requirements analysis, product evaluations), development (configuration control/design), implementation (training), operation and maintenance.

2.1.c Design, deploy, and manage the security equipment and applications required to comply with TSA's Security Architecture.

2.1.d Maximize use of Government Furnished Equipment consistent with the TSA Enterprise Architecture.

2.1.e Authorized TSA representatives shall be able to electronically order services, report troubles, receive service status alerts, and receive Vendor billing information.

2.1.f Establishment of efficient and effective lines of communications that allow real time transmission of information 24X7.

2.1.g Provide detailed alternative and cost-benefit analysis/evaluation of the infrastructure capabilities (federal sources included) available to support TSA IT requirements. Alternatives at a minimum should include: 1) Provided for TSA only and 2) Provided and/or managed as a shared resource.

2.1.h Development of a project value statement in the project charter that highlights the value to TSA successful attainment.

2.1.i The use of experienced professional staff to work closely with TSA personnel and other concerned parties to successfully achieve TSA and ITMS objectives.

2.1.j All vendor team members meet TSA security requirements (including those required to support the TSA SCIF) and receive appropriate credentials to access TSA and all modal locations.

2.1.k Ensure interoperability (100%) within the TSA enterprise.

2.1.l Effective use of warranties and volume pricing is consistent with TSA business objectives.

2.1.m All IT infrastructure and services shall be architected to enable TSA to be a learning organization. Techniques, such as, distance learning and learning management shall be supported.

2.1.n Knowledge transfer from vendor to TSA IT managers and engineers and to end- users shall enable optimal use of the technology provided in this SOO consistent with TSA's mission objectives.

2.1.o Provide recommended SLAs/KPIs and incident linkages and the management processes that improve service and reduce the TCO.

2.2 Specific Objectives

2.2.a Provide immediate management and services support necessary to plan and execute this work order. This support is not to duplicate the requirement in other Statements of Objectives.

2.2.b Immediate standup of secure managed seat services and transition from applicable "current state" to "to be state" (managed services and equipment under MSP control with TSA oversight) that is consistent with Field/HQs rollout milestones, dates and continuously improving services and assuring configuration control.

2.2.c Assumption of all TSA existing services and equipment (e.g. office automation equipment, desktop voice and data, VPNs, LMR, LANs and WANs, Cell Phones, PDAs, and pagers) and integration and interoperability with the Enterprise Operations Center (EOC) (see SOO-001).

2.2.d Provide complete integrated communications operations capability that includes: purchasing/leasing, maintenance, service plans, distribution, disposal, billing and management/operational control.

2.2.e Provisioning and Deployment of all initial operational capability and commensurate services per field (airport/FSD/FAM) rollout schedule/milestones dates using planned equipment lists (i.e. PDA's, pc's, pagers, etc) plus the TSA Headquarters and TSA Command Center stand-up.

2.2.f Development of field and headquarters provisioning/deployment order packages consistent with TSA Airport/FSD/FAM and HQ rollout schedules and approved CLINs.

2.2.g Plan, design, deploy, and manage the IT infrastructure for TSA's future HQ in conjunction with TSA space planning requirements.

2.2.h Provide a Time and Attendance card reader device, installation and maintenance solution that is technically feasible and cost-effective which can be integrated with the TSA Transportation Worker Identification Card (TWIC).

2.2.i Development of all deployment (network, services or equipment) packages coordinated with all TSA stakeholders and consistent with higher rollout schedules, IT security requirements and in compliance with the enterprise architecture and operational requirements determined by the Enterprise Operations Center.

2.2.j Provide wireless interface solutions with LAN/WAN infrastructure as applicable.

2.2.k Provide secure, interoperable Land Mobile Radio Services to our customers.

2.2.l Provide pre-deployment coordination, analysis (to include alternative and cost-benefit) and required surveys prior to deployment.

2.2.m Provide immediate office automation equipment and maintenance support to all FSD airports as part of overall solution. In addition, provide follow-on requirement sizing (based on volume) and deployment. 15 20.5(b)(8)(i)

2.2.n Provide phased consolidation of IT support for [redacted] FAM regional offices and operations center(s) to meet service level requirements and mission requirements.

2.2.o Provide an Electronic Surveillance System (ESS) that has the capability to:

2.2.1.a Monitor and collect video of passenger entry/exit, screening and baggage examination areas (including the EDS/ETD areas).

2.2.1.b Tamper proof/authentication of recorded video and secure user access.

2.2.1.c Data searching capability based on time, date and degree of motion, alarms and user bookmarks.

2.2.1.d Coordinate and interoperate with other contractors site plans that include camera placement.

2.2.1.e Expand initial ESS solution (localized video archiving, digital video management and multiple alarm inputs) to a integrated nation-wide system.

2.2.p Provide IT support for HQ Intel operations.

2.2.q Provide IT support for the TSA Command and Control Center.

2.2.r Provide on-site support at critical CAT X, CAT I airports, FAM and other locations designated by TSA.

2.2.s Implement an integrated voice/voicemail solution including dialing plans that are 100% interoperable with all Field/HQ nodes and equipment. Provide a migration path to Unified Messaging capability.

2.2.t Server equipment and infrastructure deployment shall be able to support TSA mission critical applications and be upgradeable.

3.0 Partnering Philosophy

A major intent of this Statement of Objectives is to create a "partnership" between TSA and the contractor. Superior performance on the contractor's part will directly and indirectly link to superior TSA mission accomplishment through the economic and efficient use of information technology. Within the context of the TSA/contractor partnership, TSA does not use the terms "partner" and "partnership" as legal terms. The TSA/contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship. In addition to meeting program objectives, the contractor is encouraged to:

a) Consistently take steps to understand TSA's crucial business issues and opportunities.

b) Share the risks and responsibilities of joint implementations and initiatives.

c) Ensure its products and services deliver tangible and meaningful business benefits.

d) Work collaboratively with other contractors, government agencies, and business partners to ensure project success.

e) Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing mission-critical IT systems and solutions.

f) Periodically measure and forecast capacity and systems growth in sync with TSA capital planning requirements and constraints.

Under a performance-based contract structure, performance metrics and service level agreements will be used extensively to monitor the performance of this contract. TSA's

Office of Information Technology (OIT) and the contractor will baseline and monitor progress using agreed-to performance metrics and service level agreements.

4.0 End Results/Deliverables

End results to be achieved:

4.0.a Seamless transition of services from current support to MSP.

4.0.b Seamless migration of assets while maintaining interfaces with existing infrastructure management systems.

4.0.c Thorough and documented alternative and cost-benefit analysis/evaluation of other support capabilities (Federal sources included).

4.0.d Customer-centric deployment of equipment and services to each individual site (customer quality project value attained, performance increased and cost savings realized).

4.0.e Effective, timely, cost-efficient coordination, planning, execution and reporting of all activities and events on a daily basis.

4.0.f Successful integration with existing TSA tools.

4.0.g 100% attainment of all airport/FSD, HQ, TSA Command Center and FAM (as required) rollout schedules.

4.0.h Successful interface of nodes (e.g. airport, FSD, FAM, HQ, TSA Command Center sites) with EOC.

4.0.i Successful attainment of a scaleable, functional, integrated and networked video surveillance system that captures, reviews, enhances and controls a wide array of camera systems and is consistent with TSA Camera Placement Guidelines.

4.0.j Successful deployment of a land mobile radio system that meets TSA objectives.

4.0.k Successful deployment of immediate office automation equipment and support and follow-on requirements analysis and support.

4.0.l Immediate development of field and headquarters provisioning/deployment order packages consistent with TSA Airport/FSD/FAM/HQ and TSA Command Center rollout schedules and approved CLINs and integration with the EOC.

4.0.m Successful stand-up of TSA Command Center provisioned with state-of-the-art software/hardware components that provide collation of intelligence/law-enforcement information for proactive/reactive crisis management.

4.0.n Successful development and coordination of all deployment (services or equipment) packages with all TSA stakeholders and consistent with higher rollout schedules and IT security requirements.

4.0.o Successful pre-deployment coordination, analysis (to include alternative and cost-benefit) and required surveys prior to deployment.

4.0.p Successful transition/migration of all current services and equipment (including FAM IT equipment) to MSP control.

4.0.q Successful deployment and maintenance of a cost-effective and technically equivalent Time & Attendance card reader that is interoperable with the TSA Time and Attendance solution.

4.0.r Successful use of warranties and volume pricing that is consistent with TSA business objectives.

4.0.s Successful attainment of all Service Level Agreements pertaining to this work order.

Deliverables for this SOO may include, but are not limited to the following:

Deliverable Description	*Expectation*
Proposed Statement of Work (SOW)	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each work (sub-task) concentration (airport/FSD rollout, TSA Command Center and Headquarters rollout and Data Center standup) implementation of managed services and interrelationships.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *CWBS and project schedules provide full visibility into the projects schedule and costs.*
Proposed Work Break Down Structure (WBS)/Project Schedules/Milestones (phased)	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each work (sub-task) concentration (airport/FSD rollout, TSA Command center and Headquarters rollout and Data Center standup) implementation of managed services and interrelationships.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements, necessary to accomplish the objectives.* • *CWBS and project schedules provide full visibility into the projects schedule and costs.* • *Demonstrates a clear integration with Enterprise Operations Center Work Breakdown structure.*
Recommended Key Performance Indicators/Service level Agreements	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative*

	terms for each work (sub-task) concentration (airport/FSD rollout, Headquarters rollout and Data Center standup) implementation of managed services and interrelationships. • *Clearly defines linkages to incident management.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.*
System Development Life Cycle Documentation (including training plans, COOP/COG/Disaster Recovery plans, Maintenance Plans, Configuration/Quality/Interface Control documents, other system SDLC documentation.)	• *Clear, Concise, and Understandable* • *Specifically provides the level of information that meets all SDLC and IT Security requirements and assures user capability and understanding.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *Fully demonstrates understanding and progress/compliance of TSA IT security*
Proposed Program/Project Management/Deployment/Technical/Security/Analytical/Performance/Financial/ alternative analysis/evaluation/cost-benefit Reports	• *Clear, Concise, and Understandable* • *Specifically defines what is required to be accomplished in performance-based, quantitative terms for each work (sub-task) concentration (airport/FSD rollout, Headquarters rollout and Data Center standup) and implementation of managed services.* • *Fully demonstrates understanding of objectives, mandates, coordination activities and requirements necessary to accomplish the objectives.* • *Fully demonstrates achievement of progress and compliance.* • *Fully demonstrates achievement of alternative capability evaluations* • *Fully demonstrates understanding and progress/compliance of TSA IT security*
Project Value Statement	• *Clear, concise, and understandable* • *Specifically defines how the successful attainment of the SOO objectives increases customer satisfaction in IT support and positively impacts TSA mission objectives* • *Specifically defines how TSA IT managers and end users will be trained in the effective use of the technology and services provided in this SOO*

5.0 References

Responses to this SOO shall be compliant with the following documents:

5.0.a TSA Information Technology Managed Services (TSA ITMS) Task Order.

5.0.b TSA ITMS Statement of Objectives (Attachment J TSA ITMS Task Order).

5.0.c Applicable laws and regulations regarding the planning, budgeting, management/oversight and disposal of information technology resources in the Federal Government.

Attachment J – 4 — TSA ITMS Statement of Objectives

Transportation Security Administration
Information Technology Managed Services
Statement of Objectives

1.0 Overview

The Transportation Security Administration (TSA) is conducting a task order competition to enter into a potential $1 billion information technology managed services arrangement (up to 7 years) for the delivery of a wide range of Information Technology outsourcing services to support the Department's information processing, IT security, telecommunications, and other related information technology requirements. This statement of objectives identifies the Transportation Security Administration's Information Technology Managed Services program's major goals and overarching performance objectives.

As all concerned with the security of this nation are undoubtedly aware, the Transportation Security Administration was established in response to the terrible tragedy of 9/11/01. Congress passed, and President Bush signed the Aviation and Transportation Security Act, P.L. 107-71 establishing TSA and mandating improvements in securing the nation's transportation systems.

President Bush has set a clear goal for TSA: Every American has the right to expect a secure, accessible, affordable and reliable transportation system. While TSA's first year's efforts are focused on securing the air transportation system, its larger mission is to protect the nation's entire transportation system (e.g., rail, highways, transit, maritime and pipeline, etc.) to ensure freedom of movement for people and commerce.

It is well understood that meeting the information technology requirements of a newly formed, highly dynamic organization represents an enormous task. As a new agency, TSA faces many challenges. Not the least of these tasks is to quickly establish IT and telecommunication infrastructure support and services for the potential 67,000 employees at various locations including: headquarters, over 400 airports, 21 field offices, the TSA Command Center, and yet to be identified locations and customers. As such, TSA's Associate Under Secretary for the Office of Information Technologies, requires a world-class contractor to provide a comprehensive, enterprise-wide information technology managed services solution to assist TSA in meeting its responsibilities under Federal legislation and executive orders.

A key underpinning of this effort is the understanding that contractor-provided information technology and telecommunication services are not the total product being acquired. There exist a large number of companies who can provide personal computers, laptops and data services hooked up to telecom and local area networks. Commonly referred to as a "seat," the focus of that arrangement has primarily been on the operation of the computer equipment and not how the application of information technology enhances the performance of the organization.

Under the TSA Information Technology Managed Services effort, it is understood that the information technology services being delivered are enablers and do not represent in totality what

TSA is acquiring through this task order. Rather than focus entirely on performance of a seat, or data center, TSA desires that the winning contractor also bring a mission focus that not only provides highly effective, secure and reliable computing resources, but also continuously identifies methods for applying information technology to improve TSA's mission performance. TSA desires a contractor that brings not just seats, but the expertise to identify, implement, and manage the most effective and efficient application and use of information technology, to meet TSA's mission.

2. Task Order Scope

The TSA Information Technology Managed Services (ITMS) task order effort encompasses the full range of information processing and telecommunications services required to meet TSA's responsibilities under Federal legislation and executive orders. The estimated value of this task order over its potential 7 year life is $1 billion.

As ordered, the contractor is responsible for providing all necessary information technology and telecom (e.g., hardware, software (operating and application), servers, security capability, (e.g., meeting SBU/Law enforcement sensitive and classified standards), wireless devices/capabilities, PDAs, land mobile radios, data center services, (including continuity of operation), WAN/LAN, voice and data telecom, and services, application development and maintenance, help desks, business process reengineering, etc.), and program management to meet or exceed TSA's ITMS program objectives.

This effort will include the full range of services needed to analyze requirements, develop and implement recommended solutions, and operate all IT products and services needed to "stand up," as well as maintain, information technology and telecommunication services for TSA. This includes taking the "as is" state and providing the winning contractor's "to be" solution. (Note: while the current organization has limited information technology infrastructure in place, it must be considered and accommodated in providing the final solution.) As such, TSA requires, under an information technology managed services arrangement, information technology, telecommunications, and related services to provide and manage an architecture and information technology infrastructure that is timely, standard, stable, reliable, secure, flexible, responsive, compliant, and cost effective in meeting needs of TSA and its stakeholders.

Further, given the pace of change in the information technology and telecommunications marketplace, it is impossible to anticipate how individual TSA requirements – and, indeed, how the marketplace – will evolve over the life of the contract. The TSA ITMS scope is intended to accommodate advances in technology that will allow it to continue to improve TSA's mission performance. Throughout the life of this agreement, the TSA ITMS Contractor is encouraged to seek ways to incorporate innovative and emerging technologies that, in the most economic and efficient manner and with a view to return on investment objectives, improve both information technology system performance and (more importantly) support and improve TSA's mission performance.

2.0 Partnering Philosophy

A major intent of this Statement of Objectives is to create a "partnership" between TSA and the contractor. TSA intends to structure the contract in a manner that ensures that the contractor's goals and objectives are in alignment with those of the agency. Superior performance on the contractor's

part will directly and indirectly link to superior TSA mission accomplishment through the economic and efficient use of information technology. Within the context of the TSA/contractor partnership, TSA does not use the terms "partner" and "partnership" as legal terms. The TSA/contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship. In addition to meeting program objectives, the contractor is encouraged to:

a) Consistently take steps to understand TSA's crucial business issues and opportunities.

b) Share the risks and responsibilities of joint implementations and initiatives.

c) Ensure its products and services deliver tangible and meaningful business benefits.

d) Work collaboratively with other contractors, government agencies, and business partners to ensure project success.

e) Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing mission-critical IT systems and solutions.

f) Periodically measure and forecast capacity and systems growth in sync with TSA capital planning requirements and constraints.

Under a performance-based contract structure, performance metrics and service level agreements will be used extensively to monitor the performance of this contract. TSA's Office of Information Technologies (OIT) and the winning contractor will baseline and monitor progress using agreed-to performance metrics and service level agreements.

4.0 TSA Information Technology Managed Services Program Objectives

The objective of TSA's ITMS requirement is to quickly, efficiently, effectively, and economically provide and maintain a standard Information Technology platform and infrastructure to support TSA employees in meeting TSA's mission. As such, the objective of this requirement is to:

a) Receive under a performance-based arrangement, highly reliable, and secure, IT managed services and support that meets or exceeds customer requirements and expectations.

b) Establish a partner-focused working relationship with TSA.

c) Continuously seek ways to apply information technology to improve TSA mission performance.

d) Throughout the life of this effort, demonstrate improved performance, reliability, security, and reduced cost of the delivered service.

e) Given the dynamics of establishing a new agency, establish a contract arrangement that easily accommodates change.

f) Maintain the highest level of service consistent with cost effectiveness. Be able to provide audit and oversight activities convincing proof that TSA is receiving superior service at a fair and reasonable price.

g) Provide an effective and efficient management information system that provides insightful, accurate and timely information and data on program status and performance reporting.

h) Develop, implement, and maintain appropriate inventory, security, quality control, architecture standards, and reporting requirements.

i) Develop and provide a system that supports TSA's compliance with Government standards and requirements (e.g., Clinger-Cohen architecture and program oversight, security, etc).

j) Receive appropriate data rights as well as cooperation for any transition to another provider, to ensure continuity of service in unlikely event of contract termination, or upon contract re-competition.

k) Effectively utilize subcontract and teaming arrangements, including use of small, small disadvantaged, women-owned, veteran-owned, HUBzone and service-disabled veteran businesses.

5.0 TSA Strategic Objectives

Through the effective, efficient and economic application of information and telecommunication technologies, the TSA ITMS acquisition will support TSA's strategic goals. The Transportation Security Administration's mission is to protect the Nation's transportation systems to ensure freedom of movement for people and commerce. Its vision is to continuously set the standard for excellence in transportation security through its people, processes and technologies

The Transportation Security Administration is responsible for:

a) Security relating to civil aviation and all other modes of transportation within the DOT, including transportation facilities;

b) Federal security screening operations for air transportation;

c) Managing and carrying out program and regulatory activities, including administering laws and promulgating and enforcing security-related regulations and requirements in all modes of transportation, including at transportation facilities;

d) Receiving, assessing, coordinating and distributing intelligence information related to transportation security;

e) Developing, coordinating and carrying out plans to discover, prevent and deal with threats to transportation security;

f) Identifying and undertaking research and development activities related to enhancing transportation security; and

g) Coordinating domestic transportation, including aviation, rail, and other surface transportation, and maritime transportation (including port security) and overseeing all transportation-related responsibilities of the Federal Government, other than the Department of Defense and the military departments, during a national emergency.

To meet those mission responsibilities TSA will:

a) Meet all Congressionally mandated deadlines to "stand up" the organization.

b) Improve the safety of the traveling public.

c) Increase customer satisfaction of the traveling public.

d) Increase the number of travelers in the system.

e) Implement world-class security measures along with world-class customer service.

f) Protect not only passengers, cargo, and people working in and moving through airports, but also physical assets such as aircraft and terminal facilities.

g) Ensure public trust.

6.0 TSA Associate Under Secretary, Office of Information Technologies Responsibilities

The TSA Associate Under Secretary, Office of Information Technologies, serves as the principal advisor to the TSA Under Secretary on all TSA's technology, research and all information system matters. Under the executive direction of the TSA Under Secretary, the TSA Associate Under Secretary, Office of Information Technologies:

a) Administers all life-cycle acquisition activities involving TSA technology programs.

b) Administers all life-cycle acquisition activities involving TSA Information Systems.

c) Coordinates with TSA system sponsors and strategic management to ensure operational and strategic requirements are addressed.

Included in these responsibilities is meeting the requirements of laws and regulations regarding the planning, budgeting, management/oversight and disposal of information technology resources (e.g., Clinger Cohen).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
DO-H4	1 2

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	PR# N/A	5 PROJECT NO (If applicable)
0005	See Block 16C.		

6 ISSUED BY CODE		7 ADMINISTERED BY (If other than Item 6) CODE	
JFKC01		See block 6.	S2404A

Transportation Security Administration
Attn: Office of Acquisition
GSA Building
301 7th Street, S.W., Suite 5100
Washington, DC 20407
POC: Megan M. Russell (202) 997-4374

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
FY02 Funds $839,806.80; FY 03 Funds $5,933,333.34; "Subj. To The Availability of FY 03 Funds" $360,680.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) unilateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT

A. The purpose of this modification is to obligate funding (see page 2 for details) to the task order.
B. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Megan M. Russell - Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: Megan M. Russell (Signature of Contracting Officer)	29 Nov. 2002

1. Section G. Contract Administration Data

Work Order 0001
Program Support: PR 02-011-062 06X2801000/2002/6010000000/31680/062100010000.99.70.09PR $246,400.00

Work Order 0002
IPAQs for Training: PR 02-016-075 06X2801000/2002/1102010000/1010020000/31400/99.72.01TF $ 19,312.80

Work Order 0005
PRISM Software: PR 02-017-011 06X2801000/2002/9100010000/9010000000/25305/99.70.08.FB $533,765.00

Software Licenses/TSIS: PR 02-010-003 06X2801000/2002/5100010000/5010000000/31300/99.66.99IN $ 40,329.00

Oracle Enterprise License PR 03-011-020 06X2801000/2003/06102ECIO000.2E0000000.31300 $2,500,000.00

Scheduling/Time & Attend. PR 03-FIN-0001 06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD $3,433,333.34

Crystal Decisions Reports PR 03-017-005 06X2801000/2003/06103CCAO000/3C24000000/31300/99.70.AD
$680.00 "Subject to the Availability of Funds"

CRC Support System PR 03-4-000 06X2801000/2003/06101CCOM000/1C0000000/23350/99.70.15.04PQ
$360,000.00 "Subject to the Availability of Funds"

The total funded amount of the task order has increased from $25,532,806.00 by $7,133,820.14 to $32,666,626.14.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 5

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	PR# N/A	5 PROJECT NO (If applicable)
0006	See Block 16C.		

6 ISSUED BY CODE	JFKC01	7 ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition GSA Building 301 7th Street, S.W., Suite 5100 Washington, DC 20407 POC: Megan R. Dake (202) 997-4374		See block 6.	

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD **Increase of $6,866,666.68**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) unilateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT

The purpose of this modification is to obligate funding, revise the security clause, H.17, revise FAR Clause 52.222-2 and incorporate Attachment J-13 to the task order. See continuation pages.

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)
	Megan R. Dake - Contracting Officer

15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Megan R. Dake (Signature of Contracting Officer)	6 December 2002

1. **Section G. Contract Administration Data**

A. Funds are obligated by:

PR 03-11-001B $3,433,333.34 and PR 03-11-001C $3,433,333.34 under Work Order 0005 for Scheduling/Time & Attendance.
See Block 12 ACCOUNTING AND APPROPRIATION DATA.

B. The total funded amount of the task order has increased from $32,666,626.14 by $6,866,666.60 to $39,533,292.82.

2. **Section H is revised as follows:**

H.17 SECURITY REQUIREMENTS

Use of Foreign Nationals and Foreign Entities on TSA Contracts

All contractor employees, whether employed by the contractor, a subcontractor or who is consultant to TSA, involved in the performance of this contract and requiring access to areas controlled by TSA, an FSD or IFSR or access to sensitive information and/or resources, shall be a citizen of the United States. Under 49 U.S.C. §40102, a citizen of the United States is defined as (A) an individual who is a citizen of the United States; (B) a partnership each of whose partners is an individual who is a citizen of the United States; or (C) a corporation or association organized under the laws of the United states or a State, the District of Columbia, or a territory or possession of the United States of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States and in which at least 75 percent of the voting interest is owned or controlled by persons that are citizens of the United States.

The contractor shall notify TSA of all non U.S. citizens it intends employ (or use as consultants or contractors) on its contract or work orders with TSA and obtain approval by the TSA contracting officer to use any non U.S. citizens on TSA contracts and work orders. Exceptions to citizenship requirements for individuals will be made by the Government on a case-by-case basis, to allow an immigrant alien who has been lawfully admitted for permanent residence as evidenced by Alien registration Receipt Card Form I-151, to work under this contract provided that:

A. Copies of appropriate, valid INS documentation must be made available to the Contracting Officer and Federal officials upon request. When a request is made for a immigrant alien to work under this contract that will require access to facilities, sensitive information a/or resources, the following conditions must be met:

1. The foreign national must have resided within the United States for 3 years of the last 5 years unless a waiver of this requirement is requested and approved from TSA;

2. TSA makes a valid risk or sensitivity level designation for the position; and

3. TSA shall conduct the appropriate security screening for the position.

4. The Contracting Officer gives approval in writing to the Contractor.

B. Disclosure of source code, technology, or documentation to a nonimmigrant alien, a type of foreign national not authorized access may be considered to be an export and export control violation by TSA. The contractor shall at all time comply with Traffic in Arms Regulation (ITAR), 22 C.F.R. parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. parts 730 through 799, in the performance of this contract. In complying with these export provisions, the contractor shall determine the applicability of license exemptions; exceptions and obtain appropriate licenses or other approvals for exports of source code, technology, and documentation. The contractor shall make the same determinations where its Government approved use of non-immigrant aliens would allow them access to export sensitive information. Acquisitions involving foreign nationals or foreign entities are subject to the following provisions:

1. The offeror/awardee and TSA will each mark export sensitive documents that it discloses to the other parting using the following legend:

   "This document contains export sensitive information. The recipient of this information is responsible for complying with all export rules of the United States Government prior to releasing or disclosing this information to nonimmigrant aliens."

2. The contractor shall submit an explanation to the TSA contracting officer of why receipt of information by a non-immigrant alien to be used on the contract would not violate export restrictions. The contractor shall be responsible for all regulatory record keeping requirements associated with the license and license exemption or exception. Copies of export related determinations and documentation shall be provided to TSA upon request. For export or security reasons, TSA reserves the right to exclude offerors with a controlling degree of non U.S. ownership, an non U.S. place of business or nonimmigrant aliens from being given access to software, equipment, technology or documentation necessary to prepare an offer or to perform the contract. Offerors should be aware that obtaining an export clearance license may still be outweighed by security concerns. Any potential offeror either having or intending to make significant use of, non US companies or personnel that are nonimmigrant aliens is encouraged to consult the TSA Contracting Officer prior to committing resources. This clause shall flow down to subcontractors.

Additional clause information:

The contractor shall be capable of performing on tasks under this contract that involve access to classified national security information which is under the Cognizant Security Authority of a designated member of the Intelligence Community. These tasks will involve access to Sensitive Compartmented Information (SCI) and other Special Access Program (SAP), Special Access Required (SAR) information at approved U.S. Government and contractor facilities. The specific security requirements associated with these tasks will be provided by the Cognizant Security Authority sponsoring access to this level of information. The contractor will obtain written pre-approval for any subcontractor use on these tasks.

Work Orders issued under this contract may have specific security requirements applicable to the performance of that WO. These requirements will be spelled out in the specific WO.

REVISED:

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. Contractor requests to have immigrant aliens, who have 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, will be considered on a case by case basis.

REVISED:

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract only if in writing by the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO). If this approval is granted, and if the overtime premium cost does not exceed [zero if not spelled out in the task order], or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

3. Section J – List of Attachments is revised as follows:

Add:

Attachment J-13 Interim Sensitive Security Information (SSI) Policies and Procedures for Safeguarding and Control

4. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 1

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	PR# N/A	5 PROJECT NO (If applicable)
0007	See Block 16C.		

6 ISSUED BY	CODE	JFKC01	7 ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition GSA Building 301 7th Street, S.W., Suite 5100 Washington, DC 20407 POC: Megan R. Dake (202) 997-4374			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
Not applicable.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT

1. The purpose of this modification is to accept the Schedule B Prices submitted on November 19, 2002 and incorporate by reference into the contract. In addition, CLIN 40009AA for Audio Conference Phone Service, for the monthly firm-fixed price of $39.98, is also accepted.

2. In addition, funding obligated to the contract on August 13, 2002 to Work Orders 0001 and 0002 for period of performance August 13, 2002 through September 30, 2002, in the amount of $23,300,000.00 is still available for the period of performance October 1, 2002 through September 30, 2003 for Work Orders 0001 and 0002.

3. Federal Acquisition Regulation (FAR) Clause 52.246-15, Certificate of Conformance (COC), is hereby incorporated by reference. However, per FAR 46.504, the contractor shall obtain Contracting Officer approval in writing before the COC is applied.

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) Megan R. Dake - Contracting Officer	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		BY Megan R. Dake (Signature of Contracting Officer)	19 December 2002

STANDARD FORM 30 (REV. 10-83)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
0008	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition GSA Building 301 7th Street, S.W., Suite 5100 Washington, DC 20407 POC: Megan R. Dake (202) 997-4374		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See page 2 Increase $5,431,508.50

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) unilateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT

The purpose of this modification is to correct modifications 0005 and 0006 funding allocations and obligate funding under WO 0001 and 0002. See continuation pages for details.

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)
	Megan R. Dake - Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: Megan R. Dake (Signature of Contracting Officer)	31 Dec. 2002

1. Section G. Contract Administration Data

A. Modifications 0005 and 0006 are corrected per this modification.

Funding obligated under modification 0005 under WO 0005 is reallocated to WO 0001:

PRISM Software: PR 02-017-011 06X2801000/2002/9100010000/9010000000/25305/99.70.08.FB $533,765.00

Software Licenses/TSIS: PR 02-010-003 06X2801000/2002/5100010000/5010000000/31300/99.66.99IN $ 40,329.00

Oracle Enterprise License PR 03-011-020 06X2801000/2003/06102ECIO000.2E0000000.31300 $2,500,000.00

Scheduling/Time & Attend. PR 03-FIN-0001 06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD $3,433,333.34

Crystal Decisions Reports PR 03-017-005 06X2801000/2003/06103CCAO000/3C24000000/31300/99.70AD
$680.00 "Subject to the Availability of Funds"

CRC Support System PR 03-4-000 06X2801000/2003/06101CCOM000/1C0000000/23350/99.70.15.04PQ
$360,000.00 "Subject to the Availability of Funds"

Funding obligated under modification 0006 under WO 0005 is reallocated to WO 0001:

Scheduling and Time and Attendance

PR 03-11-001B 06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD $3,433,333.34
PR 03-11-001C 06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD $3,433,333.34

B. ADDITIONAL FUNDING:

WO 0001 per Modification 0008:

Program Management Support
PR-03-11-031 06X2801000/2003/06102ESVC000-25100-2E40000000-99.70.10.99IR $1,400,000.00

Strategic Planning-$65,132.25 PR 03-011-005
Enterprise Architecture - $466,376.25 PR 03-011-005
06X2801000/2003/06102ECIO000/2E00000000/25305/99.70AD **Total** $531,508.50

WO 0002 per Modification 0008:

82 On-site Field Coordinators
PR-03-11-037 06X2801000/2003/06102ESVC000-25100-2B0000000-99.70.10.99IR $1,000,000.00

Site Verifications in support of LAN/WAN Deployment
PR-03-11-036 06X2801000/2003/06102ESVC000-25100-2B00000000-99.70.10.99IR $500,000.00

Headquarters Relocation Infrastructure support
PR-03-CIO-035 06X2801000/2003/06102ESVC000-31680-2E50000000-99.70.10.99IR $1,000,000.00

Land Mobile Radio Deployment
PR-03-11-034 06X2801000/2003/06102ESVC000-233XO-2B00000000-99.70.10.99IR $1,000,000.00

The total additional funding per modification 0008 is $5,431,508.50. The Period of Performance for this funding is October 01, 2002 through September 2003. All funding on the task order to date is now allocated to WO 0001 or 0002.

The total funded amount of the task order has increased from $39,533,292.82 by $5,431,508.50, to $44,964,801.32.

2. INCENTIVES:

CLIN 50000AG Deployment Completion Bonus- per the Criteria for Success proposal incorporated into the task order via modification 0004, Unisys is awarded, under CLIN 50000AG, Deployment Completion Bonus for the November 19, 2002 time-period, $972,000.00 for the first portion of the one-time award bonus. This includes $396,000.00 for the E-gov platform standup as of November 19, 2002 and $576,000.00 for FSD management as of December 31, 2002. Attachment 1 to this modification addresses this assessment of the Success Criteria for the November 19, 2002 date. Unisys may invoice the Government for amount of $972,000.00.

3. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-E8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
0009	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition GSA Building 301 7th Street, S.W., Suite 5100 Washington, DC 20407 POC: Megan R. Dake (202) 997-4374	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting information $1,678,200.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) unilateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT

The purpose of this modification is to incorporate Attachment 1 to this modification, Attachment J-14 to the Task Order, add clause G.5 Monthly Subcontracting Activity Report to Section G Contract Administration Data, and obligate funding. See continuation pages.

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)
	Megan R. Dake - Contracting Officer
15B. CONTRACTOR/OFFEROR / 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA / 16C. DATE SIGNED
(Signature of person authorized to sign)	BY: Megan R. Dake (Signature of Contracting Officer) 27 Feb 03

NSN 7540-01-152-8067 30-105 STANDARD FORM 30 (REV. 10-83)

I. Section G. Contract Administration Data

The following clause is hereby incorporated into the task order:

Monthly Subcontracting Activity Report (MSAR)

Contractor shall report on a monthly basis, all subcontracting activity related to the contract. As a minimum the subcontracting activity report (MSAR) should include the following information for each subcontractor regardless of size:

1. Subcontractor Name, DUNNS, ProNet Identification Number (if small business), phone number, city and state, business type code*, NAICS, anticipated value of subcontract, amount spent(paid) this month, and amount spent(paid) to-date.
   a. *Business Type codes: Large Business (LB), Small business (SB), Small Disadvantaged Business (SDB), Women Owned Business (WOB), HUB Zone Business (HUB), Disabled/Veteran Business (DVB)
2. Each MSAR should include: Name of Reporting Organization, Point of Contact, Phone number and email address for person responsible for the report. (Subcontracting Plan Administrator), DUNNS number and Contract number
3. A summary sheet rolling the data should also be submitted with the report.
4. The attached spreadsheet shall be used to transmit the data electronically.

GENERAL INSTRUCTIONS

1. The MSAR must be submitted to the contracting officer monthly during contract performance. It supplements, but does not replace, the SF294/295 small business reporting requirements in FAR 19.7.
2. An electronic copy of the MSAR is to be submitted to the DOT Office of Small and Disadvantaged Business Utilization (OSDBU) by the 15th of the month detailing all subcontracting activity for the previous month.
3. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.
4. Purchases from a corporation, company, or subdivision that is an affiliate of the prime/subcontractor are not included in this report.
5. MSAR data reported by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors. Credit cannot be taken for awards made to lower tier subcontractors.
6. A separate MSAR for each lower tier subcontractor required to develop a subcontracting plan is to be attached to the prime's submission
   a. The MSAR is required from each large subcontractor that hold one or more subcontracts over $500,000 (over $1,000,000 for construction)
7. A copy of the MSAR, as well as SF294 and 295, is to be submitted 15 days after the applicable reporting period to
   Mr. Sean M. Moss, Director
   Office of Small and Disadvantaged Business Utilization,
   U.S. Department of Transportation
   400 7th Street, SW Room 9414
   Washington DC 20590
   202-366-1930
   Sean.Moss@ost.dot.gov

   TSA Contracting Officer
   Transportation Security Administration
   1150 17th Street, NW
   Washington, DC 20036

II. Accounting and Appropriation Data:

Work Order 0001

NCIC LEMS SR# MSPPO-046 Phase I and II, PR 03-007-027
[illegible] $1,500,000.00

Known Shipper Database Application Pilot SR# ALSCIO-049, PR 03-CIO-041
[illegible] $ 114,000.00

II. Accounting and Appropriation Data (continued):

Work Order 0002

Fort Meade Site Prep SR# TBD; PR 03-CIO-045 06X2801000/2003/06101NRAA08/1010000000/25305/99.70.99AD	$ 23,200.00
HQ Initial Occupancy Electronic Surveillance System SR# AUSCIO-055; PR 03-20-001 06X2801000/2003/06103CRESA41/1000000000/31250/99.62P0	$ 41,000.00

The total funded amount of the task order has increased from $44,964,801.32 by $1,678,200.00 to $46,643,002.32.

III. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 5

2 AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5 PROJECT NO (If applicable)
0010	See Block 16C.		

6 ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See Continuation pages. $84,611,130.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) uni-lateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT

The purpose of this modification is to make administrative changes, obligate funding, incorporate into the task order by reference Work Order 0004 Proposal Response and all Service Request (SR) proposals that have been accepted by the Transportation Security Administration (TSA) Contracting Officer (CO) since 13 August 2002, and defer the second quarter incentive/disincentive award review. See continuation pages for more details.

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)
	Megan R. Dake - Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: Megan R. Dake (Signature of Contracting Officer)	24 March 03

I. Section B, "Supplies or Services and Prices/Costs":

Unisys Work Order Statement of Objectives (SOO) technical and cost proposal Number TSA-020913-004, titled Enterprise Management/IT Management, in response to TSA's SOO under Work Order (WO) 0004, is hereby incorporated by reference. All Contract Line Item Numbers (CLINs) and labor categories are incorporated into the task order.

Service Requests (SRs):

The following SR Proposals have been accepted by the TSA CO and are hereby incorporated by reference to this task order:

WO 0001:

SR #
TSA 020826-008
MSPPO-055
TSA-0210-0038
HQCIO-002
HQCIO-011
AUSCIO-012
HQCIO-014

WO 0002:

SR #
AUSAVO-021
RST-009 V1.0
SPS-006 V1.0
AUSCIO-023 JAX V2.0
Multiple Site Survey Requests
(in the amount of $7,702,906.00)
MSPPO-003
HP Deskjet 3820 V1.0 (no SR#)
Polycom (no SR#) dtd. 22 Oct 02
AUSCIO-034
AUSCIO-016
TSA-020913
TSA-020913-003
TSA-020913-013
IPAQ Seat 2 (Rev.1) dtd. 22 Oct 02
HQCIO-001
020910-001
020919-018
020919-019
TSA-0208-0004
*TSA-0208-003
TSA-0208-0005
AUSAVO-014

*Note: SR TSA-0208-003 is superceded by SR TSA-0210-0039)

**WO 0003:

SR # _____

TSA-0210-0039

**Note: WO 0003 SOO response has not been submitted, accepted and incorporated into the contract. However, all Service Orders (SOs) under WO 0003 are being processed under WO 0003 in the Web Ordering System (WOS).

WO 0004:

SOO Technical and Cost proposal

SR # _____

AUSCIO-040 V1.0

***WO 0005:

SR # _____

AUSCIO-017
AUSCIO-003

***Note: WO 0005 SOO response has not been submitted, accepted and incorporated into the contract. All SOs under WO 0005 are being processed under WO 0005 in the WOS.

****WO 0009:

SR # _____

AUSCIO-057 V2.0

****Note: The SOO for WO 0009, Department of Homeland Security, has not been transmitted to Unisys. A SOO is being formulated to incorporate all of DHS' requirements and will be sent to Unisys for a formal WO 0009 proposal submission. At this time, SR's and SO's are being processed in the WOS under WO 0009.

II. **Contract Administration Data:**

A. The following clause is revised as follows:

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Transportation Security Administration Contracting Officer (CO), identified below, has the overall responsibility for this Task Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to

amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Valoree Lilley, Contracting Officer
Department of Homeland Security
Transportation Security Administration
1150 17th Street, NW
Suite 800
Washington, DC 20036

Alternate Contracting Officers are named as follows:

Megan R. Dake, Contracting Officer
Daryl Shall, Contracting Officer

B. Accounting and Appropriation Data (Corrections):

Modification 0008 allocated funding under WO 0001 to the following:

Strategic Planning $65,132.25 PR 03-011-005
Enterprise Architecture $466,376.25 PR 03-011-005
06X2801000/2003/06102ECIO000/2E00000000/25305/99.70AD **Total** $531,508.50

Modification 0010 corrects this allocation. These funds are obligated under WO 0004 to the following SR:

SR# AUSCIO-040 V1.0:

PR 03-011-005 06X2801000/2003/06102ECIO000/2E00000000/25305/99.70AD $531,508.50

C. Accounting and Appropriation Data (Additional Funding):

WO 0001Enterprise Operations Center:

PR-03-011-110; 505X0508500/2003/102ECIOA46/2E40000000/25305; $ 15,420,830.00
PR-03-011-110; 805X0508500/2003/102ECIOA46/2E50000000/25305; $ 2,874,982.00
PR-03-011-110; 705X0508500/2003/102ECIOA46/2E50000000/25305; $ 5,000,000.00
PR-03-011-110; 1205X0508500/2003/102ECIOA46/2E50000000/25305;$ 4,000,000.00

Total WO 0001 $27,295,812.00

WO 0002 Headquarters Field Deployment:

PR-03-011-110; 105X0508500/2003/102ECIOA46/2E50000000/25305; $ 1,831,370.00
PR-03-011-110; 1405X0508500/2003/102ECIOA46/2B00000000/25305;$ 13,152,292.00
PR-03-011-110; 1505X0508500/2003/102ECIOA46/2B00000000/25305;$ 16,760,000.00

IT Desktop equipment in support of TSA training Center at FLETC
PR-03-CIO-075 (TQP-FLETC); 05X0508500/2003/103ATQP000/2E50000000/25305; $144,181.00

Total WO 0002 $31,887,843.00

WO 0003 Wireless/Land Mobile Radios:

PR-03-011-110; 1705X0508500/2003/102ECIOA46/2E50000000/25305;	$10,606,063.00
PR-03-011-110; 1805X0508500/2003/102ECIOA46/2E50000000/25305;	$ 500,000.00
PR-03-011-110; 05X0508500/2003/102ECIOA46/2E50000000/25305;	$ 157,641.00
Total WO 0003	**$ 11,263,704.00**

WO 0005:

PR-03-011-110; 2305X0508500/2003/102ECIOA46/2E30000000/25305;	$ 3,196,000.00
PR-03-011-110; 2605X0508500/2003/102ECIOA46/2E50000000/25305;	$ 4,962,444.00
PR-03-011-110; 4305X0508500/2003/102ECIOA46/2E50000000/25305;	$ 57,742.00
SR# AUSCIO-003 ORES	
PR-03-017-065; 05X0508500/2003/103CCAO000/3C2500000/25305;	$ 118,585.00
SR# TBD CITS Support	
PR-03-017-076; 05X0508500/2003/103CCAO000/3C2600000/25305;	$ 2,000.00
Total WO 0005	**$ 8,336,771.00**

WO 0008:

PR-03-011-110; 2205X0508500/2003/102ECIOA46/2E30000000/25305;	$ 5,077,000.00
SR # AUSCIO-045 Alert Notification	
PR-03-011-098; 05X0508500/2003/103ECIOA46/2E30000000/25305;	$ 750,000.00
Total WO 0008	**$ 5,827,000.00**

The total funded amount of the task order has increased from $46,643,002.32 by $84,611,130.00 to $131,254,132.32.

D. Incentive Disincentive Program:

The Incentive/Disincentive program second quarter review will be deferred until the third quarter of Fiscal Year 2003. The first official review will be for the period of April 1, 2003 through June 30, 2003.

III. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-E8	PAGE OF PAGES 1 of 5

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
0011	See Block 16C		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. **Increase** **$3,479,662.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) uni-lateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A is 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)
	Megan R. Dake - Contracting Officer (202) 997-4374
15B. [illegible] OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY Megan R. Dake (Signature of Contracting Officer)	16C. DATE SIGNED 31 March 03

I. Purpose:

The purpose of this modification is to incorporate accepted proposals, incorporate by reference the February 27, 2003 submission of the Section B Tables, make administrative changes to funding allocations made under task order modification 0010, and obligate additional funding.

II. Section B, "Supplies or Services and Prices/Costs": Additions:

WO 0001 – The TSA Contracting Officer accepts and incorporates into the task order Unisys SR cost proposal dated March 21, 2003 and technical proposal dated February 10, 2003 for MSPPO-028 for Secure Transmission Receipt. In addition, per modification 0007 and the Federal Acquisition Regulation (FAR) Clause 52.246-15, Certificate of Conformance (COC), a COC is hereby granted for the following items under this SR. This COC does not waive TSA's right in accepting these items below; formal acceptance has not been granted. This COC acknowledges that the equipment has been provided by Unisys and is available to be deployed to the field. Once final acceptance is made by TSA, Unisys can then invoice for these items. An Authorization to Proceed for this effort was granted via email.

CLINs	Description	QTY
17003AA	Headquarters- Storage (Trace)	1
31553AA	Citrix MetaFrame XPe 1.0 User Kit with Subscription	3
35093AA	Unisys Tall (72 inch) Rack with KVM Switch (Trace)	2
37032AA	Optical FIBRE HBA (Trace)	10
37055AA	Unisys WINTEL Server- Medium (4GB RAM and 2x73 GB HD	4
37056AA	Unisys WINTEL Server- Medium (4GB RAM and 3x36 GB HD	4
37057AA	Unisys WINTEL Server- Medium (4GB RAM and 2x36 GB HD	5
37058AA	Unisys WINTEL Server- High (8GB and 3x73GB HD) Trace	1
38052AA	Citrix MetaFrame XPe 1.0 Starter System with Subscription	1
29021AJ	10m Short-Wave Optical Cable LC to SC	2
29022AJ	10m Short-Wave Optical Cable LC to LC	30
35500AA	Miscellaneous RASP Components	
	Product	
	128-port Workplace RASP for Enterprise RASP Server Bundle- 24/7	1
	RASP Secure Modem w/RASP Client- 24/7 Comprehensive	128
	(Back-up) RASP Authentication Server Software- 24/7 Comprehensive	1
	RASP Secure Access Server (Spare)	2
	RASP Secure Modem w/RASP Client- 24/7 Comprehensive	40
	Workplace RASP for Enterprise RASP Modem Client Bundle- 27/7 Comprehensive	250
	RASP Secure Media FORTEZZA Card Package- 24/7 Comprehensive	250
	FORTEZZA Card (Spare Hardware for Secure Media Bundle)	25
	Managed Services	
	Deployment	1
	Asset Management Services	1
	Single Point of Contact Help Desk Services	1
	Service Delivery Management	1

WO 0001 SR #AUSCIO-019 titled "New TSA Headquarters Relocation" cost proposal in the amount of $1,997,257.72 for FY 03 and technical proposal dated March 24, 2003 is hereby accepted. However, TSA does not accept the following Unisys assumptions:

1) TSA does not accept the Unisys assumption "Unisys proposes Unisys/Contractor site rates for all labor. Although work was accomplished at the government's site, Unisys maintains office space, and incurs facilities costs for personnel assigned to short-term projects such as this. Accordingly, Unisys utilized the ITOP SOM Contractor Site Rates. The Unisys technical labor proposed, per this submission, is provided by our Commercial Entity which is not cost disclosable. Therefore, the associated labor rates will not be subject to cost disclosure."

   All rates proposed, with the exception of Business Operations, should be for ITOP II Government site rates. Unisys will revise the cost proposal to reflect these rates no later then April 1, 2003.

2) TSA does not accept Unisys assumption "Unisys Managed Service Pricing for the submitted CLINs assumes TSA's acceptance of the new LAN/WAN pricing proposal and that TSA will order the One Time Spread and Centralized Services CLINs and the LAN/WAN/Circuits CLINs in the quantity and deployment schedule as projected in the LAN/WAN pricing proposal. Unisys may need to re-price in the event TSA doesn't order up to a minimum of 90% of the projected CLIN quantities per the projected implementation schedule."

   This is not a correct assumption.

3) TSA does not accept the Unisys assumption "The attached proposal is submitted with the understanding that this pricing represents an accounting of known costs incurred for this effort. There may be additional costs associated with this project for items such as, but not limited to, network equipment, circuits, VOIP, labor and expenses. Unisys requests that TSA agree to pay Unisys for incurred costs to date and proposes that additional costs be the subject of a separate proposal, at which time Unisys will submit a final invoice. This latitude is required to provide Unisys with adequate opportunity to reconcile final accounting in the above areas, especially where external vendors and subcontractors are involved."

   TSA will pay incurred costs to date once Unisys provides and Estimate to Complete (ETC), TSA will evaluate this data and if able, provide additional funding.

4) TSA takes exception to the following: TO Project manager 5 (subcontractor Tek Systems) proposed at an hourly rate of $97.00 for 21,519.8 hours for a total estimated cost of $ 2,087,415 75. Unisys will provide a revised cost proposal for this effort with justification for these costs or a revised labor rate and it will be reviewed and approved by TSA at a later date.

This proposal is incorporated by reference with all exceptions taken and a revised cost proposal reflecting the revised labor rates will be incorporated by reference upon receipt.

WO 0001 SR #MSPPO-026 titled "TSA Headquarters InfrastructureV4.0" cost and technical proposal dated March 24, 2003 in addition to the clarifications response received on March 30, 2003, is hereby accepted. However, TSA does not accept the following Unisys assumptions:

1. TSA does not accept the Unisys assumption "Unisys proposes Unisys/Contractor site rates for all labor. Although work was accomplished on the government's site, Unisys maintains office space, and incurs facilities costs for personnel assigned to short term project such as this. Accordingly, Unisys utilized the ITOP SOM Contractor Site Rates. The Unisys technical labor proposed as per this submission is provided by our Commercial Entity which is not cost disclosable. Therefore the associated labor rates will not be subject to cost disclosure."

   All rates proposed, with the exception of Business Operations, should be for ITOP II Government site rates. Unisys will revise the cost proposal to reflect these rates no later then April 1, 2003

2 TSA does not accept the Unisys assumption "Unisys Managed Service Pricing for the submitted CLINs assumes TSA's acceptance of the new LAN/WAN pricing proposal and that TSA will order the One Time Spread and Centralized Services CLINs and the LAN/WAN/Circuits CLINs in the quantity and deployment schedule as projected in the LAN/WAN pricing proposal. Unisys may need to re-price in the event TSA doesn't order up to a minimum of 90% of the projected CLIN quantities per the projected implementation schedule."

This is not a correct assumption.

3. TSA does not accept the Unisys assumption "The attached proposal is submitted with the understanding that this pricing represents an accounting of known costs incurred for this effort. There may be additional costs associated with this project for items such as but not limited to network equipment, circuits, labor and expenses. Unisys requests that TSA agree to pay Unisys for incurred costs to date and proposes that additional costs be the subject of a separate proposal, at which time Unisys will submit a final invoice. This latitude is required to provide Unisys with adequate opportunity to reconcile final accounting in the above areas, especially where external vendors and subcontractors are involved."

This proposal is incorporated by reference and a revised cost proposal reflecting the revised labor rates will be incorporated by reference upon receipt.

WO 0006 Statement of Objectives (SOO) response cost proposal, dated March 28, 2003, and technical proposal dated March 19, 2003 titled "Time and Attendance and Scheduling", is hereby accepted. In addition, all information provided by Unisys as a result of clarification and negotiation sessions held on March 27, 2003 is incorporated into this task order.

This proposal is incorporated by reference.

WO 0008 SOO response cost and technical proposal for SR# AUSCIO-046 V2.0 titles "eGov Operating Platform – 1A" dated March 19, 2003 with changes incorporated on March 26, 2003 are herby accepted. In addition, all information provided by Unisys as a result of clarification and negotiation sessions held on March 27, 2003 and March 29, 2003 is incorporated into this task order.

This proposal is incorporated by reference.

WO 0008 cost proposal for SR AUSCIO-047 V2.0 titled "eGOV Operating Platform Release - 1B", dated March 29, 2003, and technical proposal dated March 19, 2003 with changes incorporated March 26, 2003 are hereby accepted. In addition, all information provided by Unisys as a result of clarification and negotiation sessions held on March 27, 2003 and March 29, 2003 is incorporated into this task order.

This proposal is incorporated by reference. Travel costs under WO 0008 SR efforts were not proposed under either SR cost proposals. TSA and Unisys will come to a mutual agreement on all travel costs before Unisys invoices the Government.

B Tables:

This modification incorporates by reference into the task order the Unisys Section B Tables dated February 27, 2003

III. Contract Administration Data:

A. Accounting and Appropriation Data - Corrections:

Modification 0010 is changed, replace with the following:

All funding is under PR# 03-011-110:

WO 0001:

EOC deployment	05X0508500	2003	102ECIOA46	2E40000000	25305	$11,929,797
Full TSA Deployment PMO	05X0508500	2003	102ECIOA46	2E40000000	25305	$576,000
Program Management (incentives)	05X0508500	2003	102ECIOA46	2E40000000	25305	$314,000
HQ Relocation Infra. Support	05X0508500	2003	102ECIOA46	2E50000000	25305	$4,768,000
NCIC/LEMS	05X0508500	2003	102ECIOA46	2E50000000	25305	$400,000
Data Centers /Hosting center	05X0508500	2003	102ECIOA46	2E50000000	25305	$5,200,000
TSA Command Center	05X0508500	2003	102ECIOA46	2E50000000	25305	$2,000,000
Secure Network (TRACE)	05X0508500	2003	102ECIOA46	2E50000000	25305	$3,700,000
ACS Application Maintenance	05X0508500	2003	102ECIOA46	2E50000000	25305	$3,120,000
WO 0001						**$32,007,797**

WO 0002:

FSD Field IT Seats/HQ Infra (GSA	05X0508200	2003	102ECIOA82	2B00000000	25305	$7,133,473
Holland Training Room Seats	05X0508200	2003	102ECIOA82	2B00000000	25305	$1,563,000
On site Field Coordinators	05X0508200	2003	102ECIOA82	2B00000000	25305	$4,600,000
FSD Site Preparation	05X0508200	2003	102ECIOA82	2B00000000	25305	$2,060,000
Site Verification for LAN/WAN	05X0508200	2003	102ECIOA82	2B00000000	25305	$7,200,000
HQ IT inc seats	05X0508500	2003	102ECIOA46	2E50000000	25305	$500,000
LMR radios	05X0508200	2003	102ECIOA82	2B00000000	25305	$3,967,000
WO 0002						**$27,023,473**

WO 0003:

LMR deployment	05X0508200	2003	102ECIOA82	2B00000000	25305	$5,594,400
Cell Phones/Pagers	05X0508500	2003	102ECIOA46	2E50000000	25305	$157,641
WO 0003						$5,752,041

WO 0005:

Oracle Enterprise License	05X0508500	2003	102ECIOA46	2E50000000	25305	$3,320,000
ORES Real Estate Application	05X0508500	2003	102ECIOA46	2E50000000	25305	$118,585
CITS/APSS support	05X0508500	2003	102ECIOA46	2E50000000	25305	$2,000
WO 0005						$3,440,585

WO 0006:

Time & Attendance	05X0508200	2003	102ECIOA82	2B00000000	25305	$4,000,000
Scheduling	05X0508200	2003	102ECIOA82	2B00000000	25305	$4,000,000
WO 0006						$8,000,000

WO 0008:

Application Platform	05X0508500	2003	102ECIOA46	2E50000000	25305	$7,637,234
Alert Notification	05X0508500	2003	102ECIOA46	2E30000000	25305	$750,000
WO 0008						$8,387,234

No change in the total amount of funding obligated under modification 0009 Total - $ 84,611,130

B. Accounting and Appropriation Data -Additional Funding:

WO 0002:

Crisis Action Centers	05X0508500	2003	102ECIOA82	2B10000000	233BO	$479,662.00
WO 0002						$479,662.00

WO 0005:

Primavera/CIO Pilot thru May 2003	05X0508500	2003	102ECIOA46	2E10000000	25305	$1,477,000.00
Primavera/On-Going support to PM Pilot Tool	05X0508500	2003	102ECIOA46	2E10000000	25305	$1,523,000.00
WO 0005						$3,000,000.00

The total funded amount of the task order has increased from $131,254,132.32 by $3,479,662.00 to $134,733,794.32.

IV. The TSA Contracting Officer reserves the right to renegotiate at a later date the terms, conditions, assumptions and costs proposed under SR proposal # MSPPO-026 and # AUSCIO-019 accepted under this modification and come to a mutual agreement with Unisys. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2 AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (if applicable)
0012	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7 ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. **Increase** **$33,453,691.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) uni-lateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Valorce S. Lilley - Contracting Officer (202) 742-6517	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA BY Valorie S. Lilley (Signature of Contracting Officer)	16C DATE SIGNED 6/13/03

I. Purpose:

The purpose of this modification is as follows:

1. To accept and incorporate by reference Unisys proposals for LAN/WAN V1.0 June 11, 2003 and the LAN/WAN Revision 1b dated June 12, 2003 as well as obligate funding as specified below. Funding indicated for CLIN 59102AA in the amount of $12,544,228.06 is hereby reserved and will not be available unless the contracting officer authorizes the order of the transition to removal CLIN.

   A Certificate of Conformance (COC) is hereby authorized for the items listed in Attachment 4, bulk order of Unisys LAN/WAN proposal as updated on June 12, 2003.

2. Obligate additional funding in the amount of $10,009,577.00 for Site Preparation as specified below.

II. Contract Administration Data:

PR number	NTE Amount	Accounting Code	ITMS Service Request Funded	Funding Sub-allocation for UNISYS
Under Work Order 1				
PR-03-011-129	$13,444,114	05X0508500/2003/102ECIOA46/2E50000000/25305	LANWAN Infrastructure (Field and HQ)	**$11,603,630.19**
PR-03-011-129			Transition to Removal LANWAN	**$ 2,544,228.06**
PR-03-011-162	$10,000,000	05X0508500/2003/102ECIOA46/2E50000000/25305	Transition to Removal LANWAN	No change
TOTAL AMOUNT AVAILABLE FOR TRANSITION TO REMOVAL CLIN 59102AA				**$12,544,228.06**
Under Work Order 2				
PR-03-011-133	$10,009,577	05X0508200/2003/102ECIOA82/2B00000000/25305	Technical Site Preparations at Various Locations	No change
		Subtotal added to contract:		**$33,453,691.00**
		The total funded amount of the task order has increased from / to:	$134,733,794.32	$168,187,485.32

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N A	5. PROJECT NO (If applicable)
0013	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
JFKC01		S2404A	

Transportation Security Administration
Attn. Office of Acquisition
4th Floor, TSA Routing Code 14
400 Seventh Street, S.W.
Washington, D.C. 20590

See block 6.

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

Unisys Corporation Tax ID # 38-038-7840

8008 West Park Drive

McLean, VA 22102-3106

CODE: 15-078-0674 FACILITY CODE

(✓) X

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (see item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
DTTS59-99-D-00467/DTSA20-02-D-00485

10B. DATED (see item 13)
13 August 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)
See continuation pages for accounting and appropriation data. INCREASE **$8,980,968.76**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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)
FAR Part 43.103 (b) uni-lateral modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valogee S. Lilley - Contracting Officer (202) 742-6517

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valogee S. Lilley	8/19/02

I. Purpose:

The purpose of this modification is as follows:

1. Obligate funding for Department of Homeland Security requirements in the Not to Exceed amount of $8,980,968.76 as specified below. Obligation of these funds does NOT constitute acceptance of pricing proposed under the associated service requests and the NTE funding is provided pending definitization of the outstanding proposals no later than July 31, 2003.

2. Contract Administration Data

PR number	NTE Amount	Accounting Code	ITMS Service Request Funded	Funding Sub-allocation for UNISYS
Under Work Order 9				
OR-03-011-045	$3,000,000	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS Communications and IT Seats AUSCIO-056	$3,000,000.00 NTE
PR-03-011-130	$3,000,000	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS Communications and IT Seats – addtl funds DHS-044	$3,000,000.00 NTE
PR-03-011-044	$ 56,000	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS Site Surveys DHS-02	$ 56,000.00 NTE
PR-03-011-043	$2,376,868.76	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS website and internet deployment AUSCIO-028	$2,376,868.76 NTE
PR-03-011-127	$48,110	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS Near-Term Defense Messaging System DHS-03	$ 48,100.00 NTE
OR-03-011-128	$500,000	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS – ITIPS and EAMS installation and support services DHS-052	$500,000.00 NTE
		Subtotal added to contract:		$8,980,968.76 NTE
		The total funded amount of the task order has increased from / to:	$168,187,485.32	$177,168,454.08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
014	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
JFKC01		See block 6.	S2404A

Transportation Security Administration
Attn: Office of Acquisition
4th Floor, TSA Routing Code 14
400 Seventh Street, S.W.
Washington, D.C. 20590

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. Increase $2,583,353.40

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) 202-309-2237
	Valoree Lilley - Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY Valoree A. Lilley (Signature of Contracting Officer)
	16C. DATE SIGNED 6/27/03

The purposes of this modification are as follows:

I. Incorporate by reference the June 20, 2003 submission of the Section B Tables.

II. To accept and incorporate by reference the following Unisys proposal submissions:

a. AUSCIO-056, Network Equipment for New DHS Headquarters V2.0:

1. Cost Proposal dated June 6, 2003 *
2. Statement of Work dated June 25, 2003.
3. Technical Proposal dated March 24, 2003
4. Clarifications dated June 6, 2003.

b. DHS-052, Deployment of the Information Technology Investment Portfolio System/Enterprise Architecture Management System:

1. Cost Proposal dated June 6, 2003 *
2. Statement of Work dated June 27, 2003.
3. Technical Proposal dated May 16, 2003
4. Clarifications dated June 6, 2003.

c. DHS-044 , DHS Stand up of 7th and D Location:

1. Cost Proposal dated April 25, 2003 *
2. Statement of Work dated June 27, 2003
3. Technical Proposal dated April 25, 2003
4. Clarifications dated June 26, 2003.
5. Assumptions dated April 25, 2003
6. Project Plan dated June 26, 2003

d. DHS-067, TOPOFF:

1. Cost Proposal dated May 9, 2003 *
2. Statement of Work dated June 25, 2003
3. Technical Proposal dated May 9, 2003
4. Clarification dated June 27, 2003

e. AUSCIO-028, eGov Applications – DHS Web Site Standup V2.0:

1. Cost Proposal dated June 19, 2003 *
2. Statement of Work dated June 25, 2003
3. Technical Proposal dated June 17, 2003

* The government does not accept the contractor's T&M Travel charges for any of the above proposals. The contractor should provide the government with sufficient data to determine the travel amounts proposed are in accordance with the Federal Travel Regulation in order to be determined fair and reasonable.

III. Funding

Additional funding for the proposals accepted and incorporated by reference in the paragraph above is provided for on Attachment 1. This funding is additive to the funding previously incorporated on Modification 013. Specific allocations are:

a. AUSCIO-056, obligate funding in the amount of $1,347,077.19
b. DHS-067, obligate funding in the amount of $31,438
c. DHS-044, obligate funding in the amount of $1,204,838.21
d. DHS-052, no additional funding required
e. AUSCIO-028, obligate funding in the amount of $261,699.94

IV. Corrections to Modification Number 13

Correct contract administration data from Modification 013 for PR-01-011-044 FROM DHS Site Surveys DHS-02 TO DHS Site Surveys AUSCIO-056; PR-03-011-130 FROM DHS-044 TO AUSCIO-056 ($2,500,000) and DHS-044 ($500,000). These corrections result in no change to the total funding allocated by modification number 013.

V. Corrections to Modification Number 12

Correct contract administration data from Modification 012 for PR-03-011-129 LAN/WAN FROM $11,603,630.19 TO LAN/WAN $10,899,885.94. This correction results in no change to the total funding allocated by modification number 012.

achment 1 - Accounting and Appropriation Data (Standard Form 30, Block 12):

Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
03-011-013	9	AUSCIO-056	DHS Communications and IT Seats	$1,347,077.19	05X0508109/2003/102ECIOR04/2E50000000/25305
		DHS-044	DHS Communications and IT Seats	$1,204,838.21	05X0508109/2003/102ECIOR04/2E50000000/25305
		DHS-067	TOPOFF	$31,438	05X0508109/2003/102ECIOR04/2E50000000/25305
	5	AUSCIO-028	eGov Applications – DHS Web Site Standup	$261,699.94	05X0508109/2003/102ECIOR04/2E50000000/25305
				2,845,053.34	
			Subtotal added to contract:	$2,583,353.40	
		k order has	TOTAL	FROM $177,684,454.08	TO $180,267,807.48

TYPO
Should read
03-011-753

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
015	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **Increase $50,721,292.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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 202-309-2287

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valoree Lilley - Contracting Officer ~~(202) 385-1374~~	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Valoree D. Lilley (Signature of Contracting Officer)	16C. DATE SIGNED 6/30/03

The purposes of this modification are as follows:

I. To accept and incorporate by reference the following Unisys proposal submissions:

a. MSPPO-053, TSA Hosting Center:

1. Cost Proposal dated June 27, 2003
2. Statement of Work dated June 26, 2003.
3. Technical Proposal dated June 26, 2003

b. MSPPO-026, TSA HQ Infrastructure:

1. Cost Proposal dated June 17, 2003
2. Statement of Work dated June 26, 2003.
3. Technical Proposal dated June 26, 2003

c. AUSCIO-019, TSA HQ Relocation:

1. Cost Proposal dated May 12, 2003
2. Statement of Work dated June 26, 2003
3. Technical Proposal dated June 26, 2003

II. Funding

Additional funding for the proposals accepted and incorporated by reference in the paragraph above is provided for on Attachment 1. This funding is additive to funding previously on obligated on all previous modifications. Specific allocations are:

a. MSPPO-053, obligate funding in the amount of $2,352,922
b. MSPPO-026, obligate funding in the amount of $5,539,917
c. AUSCIO-019, obligate funding in the amount of $6,392,704
d. MSPPO-087, obligate funding in the amount of $2,002,263
e. MSPPO-001, obligate funding in the amount of $2,391,695
f. AUSCIO-086, obligate funding in the amount of $4,686,000
g. WO 1 Managed Service Support, obligate funding in the amount of $8,800,000
h. AUSCIO-008, obligate funding in the amount of $79,619
i. MSPPO-035, obligate funding in the amount of $4,489,582
j. MSPPO-041, obligate funding in the amount of $257,670
k. MSPPO-057, obligate funding in the amount of $618,196
l. AUSCIO-040, obligate funding in the amount of $1,788,000

IV. Transition Funding

Funding indicated for applicable Transition to Removal CLINs in the total amount of $11,322,724 is hereby reserved and will not be available unless the Contracting Officer authorizes the order of the applicable Transition to Removal CLINs or otherwise reallocates this funding by a future modification.

a. SPPO-053, obligate funding in the amount of $2,108,087
b. MSPPO-026, obligate funding in the amount of $2,812,287
c. AUSCIO-019, obligate funding in the amount of $6,402,350

Should add to 23,325,021 DTS 23,325,025

ment 1 - Accounting and Appropriation Data (Standard Form 30, Block 12):

umber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
-011-157	1	MSPPO-053	TSA Hosting Center	$2,352,922	05X0508500/2003/102ECIOA46/2E5000000/25305
	1	MSPPO-053	Transition to Removal	$2,108,087	05X0508500/2003/102ECIOA46/2E5000000/25305
- 011-158	1	MSPPO-026	TSA HQ Infrastructure	$5,539,917	05X0508500/2003/102ECIOA46/2E5000000/25305
	1	MSPPO-026	Transition to Removal	$2,812,287	05X0508500/2003/102ECIOA46/2E5000000/25305
-011-155	1	AUSCIO-019	TSA HQ Relocation	$6,392,704	05X0508500/2003/102ECIOA46/2E5000000/25305
	1	AUSCIO-019	Transition to Removal	$6,402,350	05X0508500/2003/102ECIOA46/2E5000000/25305
3-011-135	1	MSPPO-087	Rent, Facilities charges	$2,002,263	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	MSPPO-001	CNSI Support	$2,391,695	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	AUSCIO-086	Incentives	$4,686,000	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	WO 1 MSS	WO 1 Managed Services Support	$8,800,000	05X0508500/2003/102ECIOA46/2E400000000/25305
3 011-135	1	AUSCIO-008	Security Engineering Services	$ 79,619	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	MSPPO-035	31 IT Field Technicians	$4,489,582	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	MSPPO-041	9 IT Field Technicians	$ 257,670	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-135	1	MSPPO-057	41 IT Field Technicians	$ 618,196	05X0508500/2003/102ECIOA46/2E400000000/25305
3-011-149	4	AUSCIO-040	IT Enterprise Architecture	$ 1,788,000	05X0508500/2003/102ECIOA46/2E10000000/25305
			Subtotal added via this mod	**$50,721,292.00**	
otal funded amount of the task order has ased from / to:			**TOTAL**	**FROM $180,267,807.48**	**TO $230,989,099.48**

tional information relating to three new Service Requests is provided below, per Legal Guidance. All other PR costs referenced above are Labor or One-Time Charge related items.

lumber	WO #	SR Number	Service Request Title	Nature of Funding	Amount
3 011-157	1	MSPPO-053	TSA Hosting Center	Labor	$ 2,352,922.
				Product	$ 0.00
				ODCs (One Time Charges)	$ 0.00
				Subtotal MSPPO-053	**$ 2,352,922.00**
03-011-158	1	MSPPO-026	TSA HQ Infrastructure	Labor	$ 2,069,454.
				Product	$ 3,184,178.
				ODCs (One Time Charges)	$ 286,285.
				Subtotal MSPPO-026	**$5,539,917.00**
03-011-155	1	AUSCIO-019	TSA HQ Relocation	Labor	$1,917,811.20
				Product	$3,737,935.11
				ODCs (One Time Charges)	$736,957.69
				Subtotal MSPPO-026	**$6,392,704.00**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
016	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 5)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valoree Lilley - Contracting Officer (202) 309-2287

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)	7/14/03

The purposes of this modification are as follows:

I. Remove the contingency for "Subject to Availability of Funds" in Modification 0005 and Modification 0008:

The contingency for "Subject to the Availability of Funds" for the following items is hereby removed. This results in no change to the funding of any PR or in the contract.

Work Order #0005:
Crystal Decisions Reports PR 03-017-005 06X2801000/2003/06103CCAO000/3C24000000/31300/99.70AD $680.00
CRC Support System PR 03-4-000 06X2801000/2003/06101CCOM000/1C0000000/23350/99.70.15.04PQ $360,000.00

II. Corrections to Modification Number 14:

Correct contract administration data from Modification 014 for the Increase added to the contract from $2,583,353.40 TO $2,845,053.34. Correct the total funded amount of the task order has increased from $180,267,807.48 TO $180,529,507.42 This correction results in no change to the funding of any PR, but rather corrects the total funding allocated by modification number 014.

III. Corrections to Modification Number 15:

Correct Attachment 1 Accounting and Appropriation Data Table to change Service Request Numbers MSPPO-035, MSPPO-41 and MSPPO-057 to Work Order #0002 in lieu of Work Order #0001.

Correct contract administration data from Modification 015 for the total funded amount of the task order has increased from $230,989,099.48 TO $231,250,799.42. This correction results in no change to the funding of any PR, but rather corrects the total funding allocated by modification number 015.

:hment 1 - Accounting and Appropriation Data (Standard Form 30, Block 12):

ber	Original Increase	Actual Increase	Difference	Original Total Funded Amount	Actual Total Funded Amount	Difference
014	$ 2,583,353.40	$ 2,845,053.34	$ 261,699.94	$ 180,267,897.48	$ 180,529,507.42	$ 261,699.94
015				$ 230,989,099.48	$ 231,250,799.42	$ 261,699.94

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO 017	3 EFFECTIVE DATE See Block 16C.	PR# N/A		5 PROJECT NO (if applicable)
6 ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **Increase $16,355,556.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Unisys Corporation Marlene L Emmons Sr Manager of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valoree Lilley - Contracting Officer (202) 309-2287	
15B. CONTRACTOR/OFFEROR Marlene L Emmons (Signature of person authorized to sign)	15C. DATE SIGNED 7/17/03	16B. UNITED STATES OF AMERICA BY Valoree A. Lilley (Signature of Contracting Officer)	16C. DATE SIGNED 7/17/03

The purposes of this modification are as follows:

'. Funding

Obligate additional funds for the work described below and in Attachment 1. These funds are additive to funding previously obligated on all previous modifications. Specific allocations are:

a. WO 6 SOO, Screener Scheduling, obligate funding in the amount of $12,000,000 to increase funding from $4,000,000 to $16,000,000.

b. Various administrative Service Requests numbers per Attachment 1, beginning with "AUS", HQ IT Seats, obligate funding in the amount of $1,504,887.

c. ITMS Support to CAPPS/ONRA for Service Orders "NRA" or "ONRA", obligate funding in the amount of $151,800.

II. Transition Funding

Funding indicated for applicable Transition to Removal CLINs in the total amount of $ 2,698,869 is hereby reserved and will not be available unless the Contracting Officer authorizes the order of the applicable Transition to Removal CLINs or otherwise reallocates this funding by a future modification.

a. Various service orders related to HQ IT Seats and Crystal Drive site, obligate funding in the amount of $2,045,864
b. HQCIO-024, Command Center, obligate funding in the amount of $470,845
c. CAPPS/ONRA service, obligate funding in the amount of $182,160

III. Reallocations within Modification Number 11 as shown in Attachment 2.

Reallocate contract administration data from Modification 011 for PR-03-011-110 FROM Command Center/Secure Voice HQCIO-021 ($1,408,954) TO SR # HQCIO-024 Cabot Tech Site Survey ($708,954.00), SR HQCIO-025 Cabot Tech Project Support ($350,000) and SR HQCIO-025 ($350,000).

Reallocate contract administration data from Modification 011 for PR-03-011-110 FROM HR Primavera Program Management, (no SR #), ($500,000) TO SR # MSPPO-049 (ACS Transition).

These reallocations result in no change to the total funding allocated by modification number 011.

VI. Reallocations within Modification Number 15 (as shown in Attachment 2.)

Reallocate contract administration data from Modification 015 for PR-03-011-135 FROM Rent, Facilities charges AUSCIO-087 ($200,000) TO HQ IT Desktop equipment (various service orders beginning with "AUS").

Also, reallocate contract administration data from Modification 015 for PR03-011-135 FROM Rent, Facilities charges AUSCIO-087 ($200,000) TO pending service request/service order related to the standup of the Crystal Drive site.

These reallocations result in no change in the total funding allocated by modification number 015.

V. The total funded amount of the task order has increased by $16,355,556.00 from $231,250,799.42 to $247,606,355.42.

chment 1 - Accounting and Appropriation Data (Standard Form 30, Block 12):

Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
03-011-163	6		Screener Scheduling	$12,000,000.00	05X0508200/2003/102BAOPA84/2B10000000/25305
03-011-134	1		HQ IT Seas (recurring)	$1,504,887.00	05X0508500/2003/103ECIOA46/2E50000000/25305
03-NRA-021	2	"NRA" or "ONRA" SR #'s TBD	ITMS Support to ONRA/CAPPS	$ 151,800.00	05X0508100/2003/1010NRAA08/101000000/25305
03-011-159	NA	NA	Transition to Ownership	$ 2,698,869.00	05X0508500/2003/103ECIOA46/2E5000000/25305
			Subtotal added to contract:	**$16,355,556.00**	

chment 2 Accounting and Appropriation Data (Standard Form 30, Block 12):

ıl nber	WO#	PR Number	FROM SR Number	Amount	WO #	To SR Number	Amount	Type
1	1	PR-03-011-110	HQCIO-021 Command Center	$ 708,954.00	1	HQCIO-024 Command Center	$ 708,954.00	various
1	1	PR-03-011-110	HQCIO-021 Command Center	$ 350,000.00	1	HQCIO-025 Command Center	$ 350,000.00	equipment
1	1	PR-03-011-110	HQCIO-021 Command Center	$ 350,000.00	1	HQCIO-025 Command Center	$ 350,000.00	labor
1	5	PR-03-011-110	HR Primavera Program Mgt (No SR #)	$ 500,000.00	1	MSPPO-049, ACS Transition	$ 500,000.00	labor
5	1	PR-03-001-135	AUSCIO-087	$ 200,000.00	2	HQ IT Desktop Equipment (various SO #'s)	$ 200,000.00	equipment
5	1	PR-03-001-135	AUSCIO-087	$ 200,000.00	1	Crystal Drive Standup (no SR #)	$ 200,000.00	½ equip, ½ labor
		Total Reallocated	**FROM**	**$2,308,954.00**		**TO**	**$2,308,954.00**	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 4

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
018	See Block 16C.	N/A	

6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **Increase** **$ 6,857,000.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)	
		Valoree Lilley - Contracting Officer (202) 309-2287	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C DATE SIGNED 7/23/03

The purposes of this modification are as follows:

I. Corrections to Modification 009 inclusive through Modification 017:

Per Attachment 1, correct contract administration data resulting from compounding mathematical errors in the total funded amount of the task order. These corrections result in no change to the funding of any PR. Including contract modification 017, the total amount funded on the task order is $247,090,354.42.

II. Accept and incorporate by reference, the following Unisys proposal submissions:

1. WO 005 SOO Applications
   a. Cost Proposal TSAITSM SOO #0005 V3.0 dated 14 March 2003
   b. Technical Proposal dated 07 March 2003

2. WO 007 SOO (Cargo) , AUSCIO-002 (IAC Certification) and AUSCIO-049 (Known Shipper Database)
   a. Cost Proposal dated 21 March 2003
   b. Technical Proposal dated 21 March 2003
   c. Clarification Request Response V3.0 dated 12 June 2003

3. AUSCIO-082 Learning Management System Pilot and Deployment
   a. Cost Proposal V1.0 dated 03 April 2003
   b. Technical Proposal V1.0 dated 03 April 2003
   c. Clarification Request Response dated 14 May 2003

III. Non-Reserved Funding:
Additional funding for the proposals accepted and incorporated by reference in the paragraph above is provided for on Attachment 2. The funding is additive to funding previously obligated on all previous modifications. In accordance with the limitation of liability clause, the Contracting Officer is to be notified immediately when 75% of the funding for labor as designated in Attachment 3 has been reached. Specific allocations are:

1. WO 005 Applications, obligate funding in the amount of $1,758,232.00
2. WO 007 Cargo, obligate funding as designated below:
   a. WO 007 Cargo: $1,113,205.00
   b. AUSCIO-002 IAC Certification: $1,016,324.00
   c. AUSCIO-049 Known Shipper Database: $960,944.00 and $98,000.00
3. AUSCIO-082 Learning Management System Pilot and Deployment: $479,396.00

IV. Reserved Funding - Transition to Removal CLINS
Funding indicated for applicable Transition to Removal CLINs in the total amount $1,171,899.00 is hereby reserved and will not be available unless the Contracting Officer authorizes the order of the applicable Transition to Removal CLINS or otherwise reallocates this funding by a future modification (See attachments 2 and 3).

a. WO 005 SOO, obligate funding in the amount of $241,768.00
b. WO 007 SOO, obligate funding in the amount of $397,829.00
c. AUSCIO-049, obligate funding in the amount of $511,698.00
d. AUSCIO-082, obligate funding in the amount of $ 20,604.00

V. The following funds are obligated for specified Service Request Numbers and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

a. AUSCIO-079, On-Site IT Specialists (CPMIS FTE Labor Category), funding in the amount of $99,000.00
b. AUSCIO-146, Transportation Risk Assessment Vulnerability Evaluation Tool (Releases 1.1 and 1.2), funding in the amount of $50,000.00
c. AUSCIO-146, Transportation Risk Assessment Vulnerability Evaluation Tool (Further modifications to applications), funding in the amount of $110,000.00

VI The total funded amount of the task order has increased by $6,857,000 from $247,090,354.42 to $253,947,354.42

achment 1. Correction of mathematical errors. Accounting and Appropriation Data (Standard Form 30, Block 12):

Contract Mod	Original Increase	Actual Increase	Difference	Previous Contract Mod	Original Task Order Total	Actual Task Order Total
#009	$1,678,200.00	No Change	$0.00	$44,964,801.32	$46,643,002.32	$46,643,001.32
#010	$84,611,130.00	No Change	$0.00	$46,643,001.32	$131,254,132.32	$131,254,131.32
#011	$3,479,662.00	No Change	$0.00	$131,254,132.32	$134,733,794.32	$134,733,793.32
#012	$33,453,691.00	No Change	$0.00	$134,733,794.32	$168,187,485.32	$168,187,484.32
#013	$8,890,968.76	No Change	$0.00	$168,187,485.32	177,168,454.08	$177,168,453.08
#014			$261,699.94	$177,168,454.08	$180,267,807.48	$180,013,506.42
#015	8,989,968.76		$0.00	$180,013,507.52	$230,989,099.48	$230,734,798.42
#016	I transposed the		N/A	$230,989,099.48	$231,250,799.42	$230,734,798.42
#017	numbers - does not		$0.00	$231,250,799.42	$247,606,355.52	$247,090,354.42

achme affect total $ value Corrected

this c additional information relating to the three proposals incorporated in paragraph II. This breakdown does not match the total dollars obligated
uired t nd Attachment 3 provide specific information on dollars obligated. In accordance with the limitation of liability clause, the Contractor is
g Officer when 75% of the funding allocated for labor for each Service Request, indicated below, has been reached.

PR Number	WO #	SR Number	Service Request Title	Nature of Funding	Amount
R 03-011-0123	5	SOO	Applications	Labor NTE	$1,187,517.00
				Product	$201,473.00
				Transition to Removal CLIN	$241,768.00
				ODCs(One Time Charge)	$369,242.00
				Subtotal	**$2,000,000.00**
R 03-011-145	7	SOO	Cargo	Labor NTE	$615,769.00
				Product	$331,523.00
				Transition to Removal CLIN	$397,829.00
				ODCs(One Time Charge)	$165,913.00
	7	AUSCIO-002	IAC Certification	Labor NTE	$996,715.00
				ODCs(One Time Charge)	$19,609.00
	7	AUSCIO-049	Known Shipper Database	Labor NTE	$509,252.00
				Product	$426,415.00
				Transition to Removal CLIN	$511,698.00
				ODCs(One Time Charge)	$25,277.00
				Subtotal	**$4,000,000.00**
R 03-011-119	7	AUSCIO-049	Known Shipper Database	Labor NTE	$98,000.00
				Subtotal	**$98,000.00**
R-03-011-125	5	AUSCIO-082	Learning Management System	Labor NTE	$456,513.00
				Product	$17,171.00
				Transition to Removal CLIN	$20,604.00
				ODCs(One Time Charge)	$5,712.00
				Subtotal	**$500,000.00**

tachment 3: Funding obligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block12):

R Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
R 03-011-0123	5	SOO	Applications	$1,758,232.00	05X0508500/2003/102ECIOA46/2E30000000/25305
R 03-011-0123	5	SOO	Applications-Transition to Removal	$241,768.00	05X0509500/2003/102ECIOA46/2E30000000/25305
			Subtotal	$2,000,000.00	
R 03-011-145	7	SOO	Cargo	$1,113,205.00	05X0508200/2003/102BAOPA76/2B24000000/25305
R 03-011-145	7	SOO	Cargo-Transition to Removal CLIN	$397,829.00	05X0508200/2003/102BAOPA76/2B24000000/25305
R 03-011-145	7	AUSCIO-002	IAC Certification	$1,016,324.00	05X0508200/2003/102BAOPA76/2B24000000/25305
R 03-011-145	7	AUSCIO-049	Known Shipper Database	$960,944.00	05X0508200/2003/102BAOPA76/2B24000000/25305
R 03-011-145	7	AUSCIO-049	Known Shipper Database - Transition to Removal CLIN	$511,698.00	05X0508200/2003/102BAOPA76/2B24000000/25305
			Subtotal	$4,000,000.00	
03-011-019	7	AUSCIO-049	Known Shipper Database	$98,000.00	05X0508200/2003/102BAOPA76/2E30000000/25305
			Subtotal	$98,000.00	
03-011-148	5	AUSCIO-079	On-Site IT Specialists	$99,000.00	05X0508500/2003/102ECIOA46/2E30000000/25305
			Subtotal	$99,000.00	
03-03-017	5	AUSCIO-146	Trans Risk Assessment Vulnerability Eval Tool	$50,000.00	05X0508500/2003/101ESMA000/1E0000000/25100
			Subtotal	$50,000.00	
03 03-028	5	AUSCIO-146	Trans Risk Assessment Vulnerability Eval Tool	$110,000.00	05X0508500/2003/101ESMAA90/1E00000000/25305
			Subtotal	$110,000.00	
03-011-125	5	AUSCIO-082	Learning Management System	$479,396.00	05X0508500/2003/103ATQP000/3A010000000/25305
03-011-125	5	AUSCIO-082	Learning Management System-Transition to Removal CLIN	$20,604.00	05X0508500/2003/103ATQP000/3A010000000/25305
			Subtotal	$500,000.00	
			Subtotal added via this modification:	$6,857,000.00	
he total funded amount of the task order has increased from/to:			$6,857,000.00	FROM: $247,090,354.42	TO: $253,947,354.42

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
019	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **Increase** **$ 1,213,897.80**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valoree Lilley - Contracting Officer (202) 309-2287

15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valoree A. Lilley (Signature of Contracting Officer)	8/4/03

The purposes of this modification are as follows:

I. Accept and incorporate by reference, the following Unisys proposal submission:

1. MSPPO-051 V2.1 Primavera Project Management Application Pilot
   a. Cost Proposal MSPPO-051 V2.1 dated 18 July 2003
   b. Clarification Request Response dated 09 June 2003
   c. Technical Proposal dated 09 June 2003

Funds for this effort were placed on contract under contract modification 011 in the amount of $1,477,000 and are allocated in accordance with the below and Attachment 1. Funds in the amount of $377,321.62 are held in reserve and may not be expended without the express written authorization of the Contracting Office.

a.	Labor:	$ 913,364.32 NTE
b.	Product:	$ 24,208.33
c.	Transition to Removal CLIN:	$ 28,859.98
d.	ODC:	$ 133,245.75
e.	Reserved Funding:	$ 377,321.62
	Total:	$1,477,000.00

II. The following funds are obligated for specified Service Request Numbers and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

a. AUSCIO-045, Alert Notification, funding in the amount of $863,473.00
b. TSA-HQ-013, International Airport Assessment Flyaway Kits, funding in the amount of $200,000 and $114,000.00
c. TSIS-004, Interim TSIS Operation Center, funding in the amount of $36,424.80

III. The total funded amount of the task order has increased by $1,213,897.80 from $253,947,354.42 to $255,161,252.22.

achment 1. Per Legal guidance, below is additional information relating to the proposal incorporated in paragraph I. In accordance with the limitation of funds clause, the Contractor is uired to immediately notify the Contracting Officer when 75% of the funding allocated for labor for the Service Request, indicated below, has been reached.

PR Number	WO #	SR Number	Service Request Title	Category	Amount
)ne	5	MSSPO-051	Primavera	Labor NTE	$913,364.32
				Product	$24,208.33
				Transition to Removal CLIN	$28,859.98
				ODCs(One Time Charge)	$133,245.75
				Reserved Funding	$377,321.62
				Subtotal	**$1,477,000.00**

achment 2: Funding obligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block12):

Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
03-011-144	8	AUSCIO-045	Alert Notification	$863,473.00	05X0508500/2003/102ECIOA46/2E30000000/25305
03-011-151	2	TSA-HQ-013	International Airport Flyaway Kits	$200,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305
03-011-154	2	TSA-HQ-013	International Airport Flyaway Kits	$114,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305
03-10-006	1	TSIS-004	Interim TSIS Operation Center	$36,424.80	05X0508500/2003/602DTSI000/2D23000000/23290
			Subtotal added via this modification:	**$1,213,897.80**	
he total funded amount of the task order has increased from/to:			**$1,213,897.80**	**FROM: $253,947,354.42**	**TO: $255,161,252.22**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
020	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. **Decrease $21,913,506.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 2 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
MARLENE L. Emmons Sr Manager of Contracts	Valorie Lilley - Contracting Officer (571) 227-3834

15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)	15 Aug 03	BY: (Signature of Contracting Officer)	8/15/03

The purposes of this modification are as follows:

.. Deobligate the following Transition to Removal funds from the contract.

a. Modification 012:
PR: 03-011-162, in the amount of 10,000,000.00 for Transition to Removal for SR LAN/WAN V1.0 and LAN/WAN Revision 1b, CLIN 59102AA.

b. Modification 015:
PR: 03-011-155, in the amount of $6,402,350.00 for various Transition to Removal for AUSCIO-019 TSA Headquarters Relocation..
PR: 03-011-158, in the amount of $2,812,287 for Transition to Removal for MSPPO-026 TSA HA Infrastructure.

c. Modification 17:
PR: 03-011-159, in the amount of $2,698,869.00 for Transition to Removal CLINS as identified in paragraph II of contract modification 017. The applicable Transition to Removal CLINs are:

a. Various service orders related to HQ IT Seats and Crystal Drive site in the amount of $2,045,864.00
b. HQCIO-024, Command Center in the amount of $470,845.00
c. CAPPS/ONRA service in the amount $182,160.00

Note: There is no change to Contract Modification 015 Transition to Removal amount of $2,108,087.00 for MSPPO-053.

III. The total funded amount of the task order has decreased by $21,913,506.00 from $255,161,252.22 to $233,247,746.22.

ıment 1: Funding deobligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block12):

ımber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
-011-162	1	LAN/WAN	LAN/WAN Transition to Removal	$10,000,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305
-011-155	1	AUSCIO-019	TSA HQ Relocation Transition to Removal	$6,402,350.00	05X0508500/2003/102ECIOA46/2E5000000/25305
-011-158	1	MSPPO-026	TSA HQ Infrastructure Transition to Removal	$2,812,287.00	05X0508500/2003/102ECIOA46/2E5000000/25305
3-011-159	NA	NA	Transition to Ownership	$2,698,869.00	05X0508500/2003/102ECIOA46/2E5000000/25305
			Subtotal subtracted via this modification:	$21,913,506.00	
total funded amount of the task ɔrder has decreased from/to:			$19,101,219.00	FROM: $255,161,252.22	TO: $233,247,746.22

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
021	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13) 13 August 2002
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. NO CHANGE IN CONTRACT VALUE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valbree Lilley - Contracting Officer (571) 227-3804

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

The purposes of this modification are as follows:

I. Accept and incorporate by reference, the following Unisys proposal submissions:

1. HQCIO-025 (Project Support for TSA Command Center/Cabot Tech) *
   a. Cost Proposal V2.0 dated 07 July 2003

*The Government does not accept the Contractor's travel charges of $18,850.00 for HQCIO-025. The Contractor should provide the Government with sufficient data to determine the travel amounts proposed are in accordance with the Federal Travel Regulation in order to be determined fair and reasonable.

2. AUSCIO-159 (TSA Cabot Command Center On-Site Support)
   a. Cost Proposal V1.0 dated 04 August 2003
   b. Technical Proposal V1.0 dated 04 August 2003
   c. Clarification Pages received during negotiations of 18 August 2003

II. Reallocations within Contract Modification 017 as shown in Attachment 1.

Reallocate contract administrative data from Contract Modification 017 for PR 03-011-110 FROM Project Support for TSA Command Center/Cabot Tech HQCIO-025 ($269,719.00) TO SR# AUSCIO-159 TSA Cabot Command Center On-Site Support.

This reallocation results in no change to the total funding allocated by Contract Modification 017 or in the total funding of the task order.

III. Reserved Funding.

Funding in the amount of $18,850.00 for HQCIO-025 is hereby reserved and will not be available unless the Contracting Officer specifically authorizes or otherwise reallocates this fund by a future modification. See Attachment 2.

IV. The total funded amount of the task order has not changed.

. Reallocation of Accounting and Appropriation Data (Standard Form 30, Block 12):

WO #	PR Number	FROM SR Number	Amount	WO#	TO SR Number	Amount
2	PR 03-011-110	HQCIO-025 Project Support for TSA Command Center/Cabot Tech	$269,719.00	2	AUSCIO-0159	$269,719.00
	Total Reallocated	FROM	$269,719.00		TO	$269,719.00

. Per Legal guidance, below is additional information relating to the two proposals incorporated in paragraph I. In accordance with the limitation of liability clause, the required to immediately notify the Contracting Officer when 75% of the funding allocated for labor for each Service Request, indicated below, has been reached.

110	2	HQCIO-025	Project Support for TSA Command Center/Cabot Tech	Labor NTE	$320,775.00
				ODS (Travel) One Time Charge - Funds Reserved	$18,850.00
				Subtotal	$339,625.00
110	2	AUSCIO-159	TSA Cabot Command Center On-Site Support	Labor NTE	$255,141.00
				Product	$0.00
				ODCs(One Time Charge)	$14,578.00
				Subtotal	$269,719.00

. Accounting and Appropriation Data (Standard Form 30, Block 12) applicable to the two proposals incorporated into the contract:

	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
0	2	HQCIO-025	Project Support for TSA Command Center/Cabot Tech	$339,625.00	05X0508200/2003/102BAOPA76/2D24000000/25305
0	2	AUSCIO-159	TSA Cabot Command Center On-Site Suport	$269,719.00	05X0508200/2003/102BAOPA76/2B24000000/25305

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
022	See Block 16C.		

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $ 49,184,656.80

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, ___ is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valorée Lilley - Contracting Officer (571) 227-3330
	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

The purposes of this modification are as follows:

I. To replace and incorporate by reference the following Unisys revised proposal submission:

a. DHS-052, Deployment of Information Technology Investment Portfolio System (ITIPS)/Enterprise Architecture Management System (EAMS):

1. Revised Cost Proposal dated July 29, 2003*

*The original cost proposal was incorporated into the task order via modification 014, however, Unisys found an error in their original proposal. This revision updates CLIN 34015AA to the price that was mutually agreed upon during the LAN/WAN negotiations. When submitted, the original copy of this proposal used the current, proposed price of CLIN 34015AA. During this negotiation, the price was changed (lowered) and the proposal was not updated. Therefore a discrepancy surfaced between the B-Tables, LAN/WAN, WOS and the subject proposal.

II. Accept and incorporate by reference, the following Unisys proposal submission:

Scanner Fujitsu DHS-039 Cost Proposal V1.0 dated 29 July 2003.

III. Obligate the following funds to the contract as specified in Attachments 1, 2, and 3.

Attachment 1:	$10,384,220.00
Attachment 2:	$27,711,526.00
Attachment 3:	$11,088,910.80
Total:	$49,184,656.80

IV. Reallocation of funds:

a. Reallocate contract administrative data from Contract Modification 015 for PR 03-011-135 for AUSCIO-087, Rent Facilities charges ($95,000) TO HQCIOI-019, CRC.

b. Reallocate contract administrative data from Contract Modification 015 for PR 03-011-149 for AUSCIO-040, IT Enterprise Architecture in the amount of $1,788.000 as follows:

AUSCIO-040 (FY03 IT Enterprise Architecture):	$1,508,000
AUSCIO-184 (Organizational Development/Human Capital):	$ 80,000 (Reserved)
SR TBD (Enterprise Architecture Optional Tasks)	$ 200,000 (Reserved)
	$1,788,000

V. Correct the reallocation in contract modification 020 as follows:

Reallocate contract administrative data from Contract Modification 017 for PR 03-011-110 for HQCIO-024, Project Support for TSA Command Center/Cabot Tech HQCIO-024 ($269,719.00) TO SR AUSCIO-159 ,TSA Cabot Command Center On-Site Support.

Note: The reallocation should be from HQCIO-024 vice HQCIO-025.

VI. Reserved Funding:

The following funds are obligated for specified Service Request Numbers and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

a. SR# TBD, Consolidated Security & Background Investigation Database/PR 03-CPO-012 in the amount of $210,000.00
b. SR# TBD, Claims Management Center/PR 03-09-020 in the amount of $25,000.00
c. MSPPO-023, Secure Transmission Receipt (TRACE)/PR 03-10-011 in the amount of $714,000.00
d. AUSCIO-081, Controlled Correspondence Management System (CCMS)/PR 03-011-150, $80,000.00
e. AUSCIO-154, Electronic Surveillance System Program/PR 03-011-160 in the amount of $2,000,000.00
f. SR# TBD, MLS eCOMM/PR 03-MLS-015 in the amount of $130,000.00

ient 1. Funding obligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block 12):

ıber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
IN-0028	2	AUSCIO-023	LAN/WAN Infrastructure to Baggage Inspection Areas/Install Kronos Badge Terminals at BWI	$175,210.00	05X050800/2003/103CCFOA47/3C13300000/25100
PO-012	5	TBD	Consolidated Security & Background Investigation Database - RESERVED	$210,000.00	050X0508200/2003/101CRDA10/IL00000000/25305
20-	5	TBD	Claims Management Center - RESERVED	$25,000.00	05X0508500/2003/103DSRP000/3D0000000/25305
0-011	1	MSPPO-028	Secure Transmission/Receipt (TRACE) - RESERVED	$714,000.00	05X0508500/2003/602DTS1000/2D23000000/25100
7-532	2	AUSCIO-034	Desktops/Laptops for Mission Support Centers	$3,010.00	05X0508500/2003/103CCAOA91/3C20100000/25305
011-132	2	TBD	LAN/WAN Infrastructure in support of TSA Airport Training Rooms	$4,500,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305
012-144	5	AUSCIO-082	Learning Management System	$1,182,000.00	05X0508500/2003/103ATQPA92/3A01000000/25305
011-171	5	AUSCIO-082	Learning Management System	$260,000.00	05X0508500/2003/103ATQPA92/3A01000000/25305
011-150	5	AUSCIO-080	Controlled Correspondence Management System - RESERVED	$80,000.00	05X0508500/2003/102ECIOA46/2E30000000/25305
011-160	3	AUSCIO-154	Electronic Surveillance System Program - RESERVED	$2,000,000.00	05X0508200/2003/102BAOPA07/2B0000000/25305
011-107	9	DHS-052	ITIPS/EAMS	$140,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305
MLS-015	TBD	TBD	MLS eCOMM- RESERVED	$130,000.00	05X0508300/2003/402CMLS000/2C00000000/25305
NRA-035	2	SR/SO TBD	ONRA/CAPPS	$365,000.00	05X0508100/2003/101NRAA0B/1010000000/25700
011-105	9	SR/SO TBD	DHS Seats, Software, Others TBD	$600,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305
			TOTAL	$10,384,220.00	

ment 2: Funding obligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block 12):

mber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
011-167	1	AUSCIO-019	HQ Relocation/Phase 2	$1,859,760.00	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	1	Various SO/SRs	LAN/WAN	$1,445,044.25	05X0508500/2003/103ECIOA46/2E5000000/25305
011-167	1	HQCIO-014	COOP Alternate Facility Study	$41,357.00	05X0508500/2003/102ECIOA46/2E30000000/25305
011-167	1	AUSCIO-072	COOP Telecomm Support	$750,027.00	05X0508500/2003/102ECIOA46/2E30000000/25305
011-167	1	AUSAVO-017	TSACC/NCRCC	$150,000.00	05X0508500/2003/102ECIOA46/2E30000000/25305
011-167	2	Various SOs	HQ IT Seats	$500,000.00	05X0508500/2003/102ECIOA46/2E30000000/25305
011-167	2	Various SOs	GFE Seats - Airport, HQ, ACS	$562,826.70	05X0508500/2003/102ECIOA46/2E30000000/25305
011-167	2	Various SOs	Individual Software Pkgs	$73,100.00	05X0508500/2003/103ECIOA46/2E5000000/25305
011-167	2	AUSCIO-034	HQ IT (NSC Pearson GFE)	$2,967,555.00	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	2	MSPPO-003	GFE- NSC Pearson (GFE) Transfer	$403,853.00	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	2	HQCIO-017	VOIP	$2,511,762.49	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	2	MSPPO-048	VPN	$1,528,336.00	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	4	AUSCIO-040	EA/CAP PLAN/GISRA	$37,727.50	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	5	AUSCIO-039	Oracle Enterprise License	$822,443.60	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	8	WO#08 SOO	AMSS Operations Mgmt	$1,622,000.00	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	8	AUSCIO-045	Alert Notification	$752,861.46	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	8	AUSCIO-046	EGOV 1A	$1,636,311.90	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	8	AUSCIO-047	EGOV 1B	$8,387,285.10	05X0508500/2003/103ECIOA46/2E50000000/25305
011-167	3	TBD	Cell Phones	$1,659,275.00	05X0508500/2003/103ECIOA46/2E50000000/25305
			TOTAL	$27,711,526.00	

ıent 3: Funding obligated per this contract modification. Accounting and Appropriation Data (Standard Form 30, Block 12):

ıber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
11-168	2	AUSCIO-020	FSD/Field IT (seals)	$8,409.50	
11-168	2	Various SR/SOs	FSD/Field IT (white pkg seals - 81 airports)	$2,000,000.00	05X0508200/2003/102ECIOA82/2B0000000/25305
011-168	2	Various SR/SOs	18 OCONUS sites	$546,691.00	05X0508200/2003/102ECIOA82/2B0000000/25305
11-168	2	Various SR/SOs	Individual Software pkgs	$23,200.00	
11-168	2	TBD	Lockheed equipment reimaging/asset mgt	$1,000,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305
11-168	2	TBD	DELL GFE Reimaging	$4,744,008.00	05X0508200/2003/102ECIOA82/2B00000000/25305
11-168	2	Various SR/SOs	IMACs	$311,742.30	05X0508200/2003/102ECIOA82/2B00000000/25305
11-168	2	TBD	Head Seals & Shared Seals for Screeners	$238,560.00	05X0508200/2003/102ECIOA82/2B00000000/25305
11-168	2	MSPPO-34	TSA Herndon Facility Site Survey	$10,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305
11-168	2	WO#02	Managed Services	$1,000,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305
1 -168	3	Various SR/SOs	LMR Rental and add'l equip	$1,206,000.00	05X0508200/2003/102ECIOA82/2B0000000/25305
			TOTAL	$11,088,910.80	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
023	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $92,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valoree Lilley - Contracting Officer (571) 227-3339

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valoree J. Lilley (Signature of Contracting Officer)	9/4/03

1. To accept and incorporate by reference, the following Unisys proposal submissions:

    1. DHS-077 (CISCO Switches Model 3550 for NAC)
        a. Cost Proposal dated 08 August 2003
        b. Clarification Request Response V1.0 dated 21 August 2003

    2. DHS-106 (Build-out of 3rd Floor at 7th & D Street)
        a. Cost Proposal V1.1 dated 04 September 2003

2. Obligate funding for Department of Homeland Security requirement, DHS-106 Build out of DHS 3rd Floor at 7th & D Street, in the N To Exceed amount of $92,000.00.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PR 03-011-203	9	DHS-106	Buildout of DHS 3rd & 7th Floors	$92,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305
			Total	$92,000.00	

3. All other terms and conditions remain unchanged. The total funded amount of the task order has increased by $92,000.00 from $282,432,403.02 to $283,524,403.02.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-83	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 024	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. DECREASE $ 519,920.91

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) [illegible]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valorse Lilley - Contracting Officer (571) 227-3330
15B. CONTRACTOR/OFFEROR [illegible] (Signature of person authorized to sign)	15C. DATE SIGNED 8/15/03
	16B. UNITED STATES OF AMERICA BY Valorse A Lilley (Signature of Contracting Officer)
	16C. DATE SIGNED 9/3/03

I. Deobligate the following funds from the contract

a. PR 02-017-011 obligated funds in the amount of $530,000.00 for MSPPO-023, PRISM on Contract Modification 005. This Contract Modification (024) deobligates dollar amount on this PR by $519,920.91 from $533,765.00 to $13,844.09.

II. The total funded amount of the task order has decreased by $519,920.91 from $283,524,403.02 to $283,004,482.11. All other terms and conditions of the Task Order remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 7

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
025	See Block 15C.		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JFKC01	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 5,459,129.66

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-419-3018	Valoree Lilley - Contracting Officer (571) 227-3324

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[signature]		[signature]	[illegible]

I. ACCEPT AND INCORPORATE BY REFERENCE , the following Unisys proposal submissions:

1. DHS-105 (Color Copier)
   a. Cost Proposal V1.0 dated 27 August 2003

2. DHS-013 (DHS FAX Capability Survey/Blast Fax)
   a. Cost Proposal V1.0 dated 26 August 2003

3. DHS-096 (TV/VCR Combo)
   a. Cost Proposal V1.0 dated 02 September 2003.

4. DHS-057 (Blackberry Chargers)
   a. Cost Proposal dated 12 June 2003

5. DHS-064 (CardScan Office Pack)
   a. Cost Proposal dated 22 May 2003

6. DHS-104 (Hewlett Packard Laser Jet 4200 DTN Printer)
   a. Cost Proposal dated 21 August 2003

7. DHS-012 (Hewlett Packard Laser Jet 1000 Printer)
   a. Cost Proposal dated 04 August 2003

8. DHS-046 (Adobe Acrobat Distiller Version 6.0)
   a. Cost Proposal V1.1 dated 29 August 2003

9. DHS-027 (Platinum Support and 24X7 Service)
   a. Cost Proposal dated 14 August 2003*
   b. Technical Proposal V1.0 dated 09 September 2003
   c. Statement of Work dated 09 September 2003
   d. Clarification Response V3.1 dated 16 September 2003

*This SR is accepted by the Government, however, Unisys is not authorized to start work on this effort. Once funding is obligated on the task order under this SR, the TSA COTR will issue a Service Order (SO) against these CLINs.

10. AUSCC-036 (Claims Management Center Requirements Analysis)
    a. Cost proposal dated 16 September 2003*

*The Government does not accept the Contractor's travel costs in the amount of $7,125.50. Funds in the amount of $25,000.00 for AUSCIO-036 were obligated and reserved in Attachment 1 to Contract Modification 022 under Service Request Title "Claims Management Center". The Contractor is authorized to expend funds in the amount of $25,000.00. In accordance with the Limitation of Liability Clause, the Contractor is to notify the Contracting Officer when 75% of the funding allocated for labor has been reached.

11. AUSCIO-056 (Network Equipment for DHS Headquarters)
    a. Corrected Cost Proposal V2.0 dated 06 June 2003 Revised 16 September 2003

12. AUSCIO-045 (Alert Notification)
    a. Cost Proposal V2.1 dated 23 September 2003
    b. Technical Proposal V1.2 dated 12 September 2003

II. INCORPORATE THE FOLLOWING ADMINISTRATIVE DATA CHANGES TO THE TASK ORDER:

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

Change the address of the designated representative(s) to read:

Warren Dudenbostel, Lead COTR
Department of Homeland Security

Arlington, VA 22202

F.2 TASK ORDER (TO), WORK ORDERS (WO), AND (SERVICE ORDERS)

a. This TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding the schedule changes or problems with performance shall be sent by the Contractor to:

Attn: Valoree Lilley, Lead Contracting Officer
Contract # DTTS59-99-D-00467
Task Order # DTSA20-02-D-00485
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
1200 South Hayes Street, Suite 900
Arlington, VA 22202

F.4 PLACE AND METHOD OF DELIVERY

Delivery of all documentation deliverables called for herein shall be sent to the Lead COTR at the following address:

Warren Dudenbostel, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer at the following address:

Valoree Lilley, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
1200 South Hayes Street, Suite 900
Arlington, VA 22202

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Transportation Security Administration Contracting Officer (CO), identified below, has the overall responsibilit for this Task Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Valoree Lilley, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
1200 South Hayes Street, Suite 900
Arlington, VA 22202

Alternate Contracting Officers are named as follows:
Megan R. Dake, Contracting Officer
Anne E. McEvoy, Contracting Officer
Connie Thornton, Contracting Officer
Chris Zelesnik, Contracting Officer
Darvl Shall, Contracting Officer

electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modificati as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includ visits to the place of performance, meetings, and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO. With specific CLINs/WOs/SOs, the COTR may designate specific responsibilities to Project Officers/Project Managers). These responsibilities will be defined in a delegation letter and a copy provided to the Lead Contracting Officer.

The COTR cannot authorize or order the cessation of work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator or specialist immediately for resolution. The COTR for this TO is:

Warren Dudenbostel, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

Other COTRs assigned to this TO are:
Larry M. Hazard, COTR
Lester K. Newell, COTR
Richard Moore, COTR
Kevin (Chip) Cochran, COTR

G.3 BILLING INSTRUCTIONS
Address changes are as follows:

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

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

The Contractor shall also submit a copy to the CO and COTR at the following addresses:

Valoree Lilley, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
1200 South Hayes Street, Suite 900
Arlington, VA 22202

Warren Dudenbostel, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

G.5 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by the prime contractor under this task order. The report shall include a brief summary of significant activities

Warren.Dudenbostel@dhs.gov, no later than the 15th of each month. The report shall be submitted in Microsoft Word format version 6.0 or higher.

H.2 ORDERING PROVISION

The following ordering procedures apply to all CLINS/Work Orders/Service Orders issued on this Task Order. Any supplies/and or services to be furnished under this Task Order will be ordered by issuance of written CLINs/WOs/SOs against this TO. Modification to the TO will incorporate a CLIN/WO or SO and shall be issued in accordance with FAR 52.216-18, 52-216.19, and 52.216-22 (See Sectio I). In addition:

a. Only an authorized Government Contracting Officer or the following Authorized Ordering Agents(s) (AOAs) can issue an approval for a Service Request or Service Order on the Unisys Web Ordering System or manually under this TO:

Veronica Davis
Olivia Thomas
Robert Orazi
Mike Przepiora
Warren Dudenbostel
Jana Over

b. Only an authorized Government Contracting Officer can issue a CLIN/WO or Service Request (SRs) under this TO.

c. ALL CLINs/WOs/SOs or Service Requests are subject to the terms and conditions of the TO and ITOP II contract, with the exception of H.18(b) which is hereby expressly deleted in the ITOP II contract. In the event of conflict between a WO/SO Modification, TO and the contract, the contract will take precedence.

III. REALLOCATION OF FUNDING:

Reallocate the following Transition to Removal funds reserved in contract modification 018 and 019 as stated below. These reallocations result in no change in the total Task Order funding.

a. Within Contract Modification 018, reallocate the funds associated with the Transition to Removal CLIN to the LABOR NTE category for each of the following Service Request Numbers: WO #05 SOO, Applications ($241,768); WO #07 SOO, Cargo ($397,829.00); AUSCIO-049, Known Shipper Database ($511,698.00) and AUSCIO-082, Learning Management System ($20,604.00). See Attachment 1. Also funding of $294,242.00 in the ODC category under WO #05 SOO is reallocated to the WO #05 SOO LABOR NTE category..

b. Within Contract Modification 019, reallocate the funds associated with the Transition to Removal CLIN to the Labor NTE category for the following Service Request Number: MSPPO-051 Primavera Project Management Application ($28,859.98). See Attachment 2.

IV. CORRECTIONS TO MODIFICATIONS 023 and 024.

a. Modification 023 Correction: Correct contract administrative data in paragraph 3. in Modification 023 to read as follows:

3. All other terms and conditions remain unchanged. The total amount of the task order has increased by $92,000 from $282,432,403.02 to $282,524,403.02. This correction results in no change to the funding of any PR, but rather corrects the tota funded amount of the task order on modification 023.

c. Modification 024 Correction:

The compounding mathematical error in the total funded amount resulting from Modification 023 ($1,000,000) results in the tota amount funded on the Task Order as $232,004,482.11.

V. ADDITIONAL FUNDING:

Additional funding for the proposals accepted and incorporated by reference in paragraph I above is provided for in Attachment 3. This funding is additive to funding previously obligated on all previous modifications. Specific allocations are:

d. DHS-TBD Various SOs/SRs, obligate funding in the amount of $146,043.66
e. DHS-046 Adobe Acrobat obligate funding in the amount of $49,609.00
f. DHS-052 ITIPS/EAMS, obligate funding in the amount of $68,680.00
g. DHS-078 In-Flow/Out-Flow, obligate funding in the amount of $75,000
h. DHS-110 4th Floor Build-out of Vermont Avenue (RESERVED), obligate funding the amount of $110,000
i. AUSCIO-004/093 CITS/APPS, obligate funding in the amount of $195,448.00
j. HQCIO-008 Security Specialist, obligate funding in the amount of $1,623,688.00
k. HQCIO-019 CRC, obligate funding in the amount of $95,000.00
l. WO#5 SOO, obligate funding in the amount of $1,591,166.00
m. TBD MSC Site Survey, obligate funding in the amount of $80,000.00

VI. All other terms and conditions remain unchanged.

Attachment 1: In accordance with the Limitation of Liability Clause, the Contractor is required to immediately notify the Contracting Officer when 75% of the funding allocated for labor for each Service Request, indicated below, has been reached.

PR Number	WO#	SR Number	SR Title	Categroy	Mod 018 Funding	Reallocation
03-011-0123	5	SOO	Applications	Labor NTE	$1,187,517.00	$1,723,527.00
				Product	$201,473.00	$201,473.00
				Transition to Removal CLIN	$241,768.00	$0.00
				ODCs (One Time Charge)	$369,242.00	$75,000.00
				Subtotal	$2,000,000.00	$2,000,000.00
03-011-145	7	SOO	Cargo	Labor NTE	$615,769.00	$1,013,598.00
				Product	$331,523.00	$331,523.00
				Transition to Removal CLIN	$397,829.00	$0.00
				ODCs (One Time Charge)	$165,913.00	$165,913.00
	7	AUSCIO-002	IAC Certification	Labor NTE	$996,715.00	$996,715.00
				ODCs (One Time Charge)	$19,609.00	$19,609.00
	7	AUSCIO-049	Know Shipper	Labor NTE	$509,252.00	$1,020,950.00
			Database	Product	$426,415.00	$426,415.00
				Transition to Removal CLIN	$511,698.00	$0.00
				ODCs (One Time Charge)	$25,277.00	$25,277.00
				Subtotal	$4,000,000.00	$4,000,000.00
03-011-119	7	AUSCIO-049	Know Shipper	Labor NTE	$98,000.00	$98,000.00
			Database	Subtotal	$98,000.00	$98,000.00
PR 03-011-12	5	AUSCIO-082	Learning	Labor NTE	$456,513.00	$477,117.00
			Management	Product	$17,171.00	$17,171.00
			System	Transition to Removal CLIN	$20,604.00	$0.00
				ODCs (One Time Charge)	$5,712.00	$5,712.00
				Subtotal	$500,000.00	$500,000.00

Attachment 2: In accordance with the Limitation of Liability Clause, the Contractor is required to immediately notify the Contracting Officer when 75% of the funding allocated for labor for each Service Request, indicated below, has been reached.

PR Number	WO#	SR Number	SR Title	Category	Mod 013 Funding	Reallocation
03-011-104	5	MSPPO-051	Primavera	Labor NTE	$913,364.32	$942,224.30
				Product	$24,208.33	$24,208.33
				Transition to Removal CLIN	$28,859.98	$0.00
				ODCs (One-Time Charge)	$133,245.75	$133,245.75
				Reserved Funding	$377,321.62	$377,321.62
				Subtotal	$1,477,000.00	$1,477,000.00

Attachment 3 – Accounting and Appropriation Data (Standard Form 30, Block 12): Those funds specifically marked "Reserved" are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

PR Number	WO#	SR Number	SR Title	Category	Amount	TSA Accouting Code
03-011-153	9	DHS-021	FORREST	ATP	$1,213,814.00	05X0508109/2003/102ECIOR04/2E50000000/2530
03-011-153	9	DHS-044	7th & D Standup	Travel (Reserved)	$11,335.00	05X0508109/2003/102ECIOR04/2E50000000/2530
03-011-153	9	AUSCIO-056	DHS New HQ	Travel (Reserved)	$194,341.00	05X0508109/2003/102ECIOR04/2E50000000/2530
03-011-153	9	DHS-TBD	Various DHS SO/SRs	Various	$146,048.66	05X0508109/2003/102ECIOR04/2E50000000/2530
03-011-186	5	AUSCO-004 AUSCIO-093	CITS/APPS application		$195,448.00	05X0508500/2003/102ECIOA46/2E30000000/2530
03-011-189	5	WO#5 SOO	SOO		$1,591,156.00	05X0508500/2003/102ECIOA46/2E30000000/2530
03-011-199	5	HQCIO-019	CRC		$95,000.00	05X0508500/2003/102ECIOA46/2E30000000/2530
03-011-205	9	DHS-078	Personnel/Asset Management		$75,000.00	05X0408109/2003/102ECIOR04/2E50000000/2530
03-011-207	9	DHS-052	ITIPS/EAMS		$68,680.00	05X0508109/2003/102ECIOR04/2E50000000/2530
03-011-209	9	DHS-046	Adobe Acrobat		$49,609.00	05X05085109/2003/102ECIOR04/2E5000000/2510
03-011-210	9	DHS-110	Vermont Ave	Reserved	$110,000.00	05X05085109/2003/102ECIOR04/2E5000000/2510
03-011-211	1	HQCIO-008	Security Specialist		$1,628,688.00	05X0508600/2003/102ECIOA46/2E50000000/2530
03-17-534	2	TBD	MSC Site Survey		$80,000.00	05X0508500/2003/102ECIOA46/3C20100000/2530
				Subtotal	$5,459,129.66	
The total funded amount of the task order has increased by $5,459,129.66 to $287,463,611.77.						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-B3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
026	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $397,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
	Valoree Lilley - Contracting Officer (571) 227-3380

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)	9/23/03

1. To accept and incorporate by reference, the following Unisys proposal submissions:

   1. DHS-110 (Build-out 4th Floor Vermont Ave for RMTO Budget Office)
      a. Cost Proposal dated V1.1 dated 25 September 2003
      Funding for this effort in the amount of $110,000.00 was obligated under Contract Modification 025.

   2. DHS-106 (Build-out of 3rd Floor at 7th & D Street)
      a. Cost Proposal V1.1 dated 04 September 2003
      Funding for this effort in the amount of $92,000.00 was obligated under Contract Modification 023.

   3. HQCIO-021 (Secure Voice/Data)*
      a. Cost Proposal dated 11 April 2003
      b. Technical Proposal V1.0 dated 11 April 2003

   *The Government does not accept the Contractor's travel charges in the amount of $8,750.45 for HQCIO-021. The Contractor should provide the Government with sufficient data to determine the travel amounts proposed are in accordance with the Federal Travel Regulation in order to be determined fair and reasonable. The Time and Materials labor for FY03 is Not To Exceed $2937.00.

2. Obligate funding. The following funds are obligated for the specified Service Request Numbers and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PR 03-MLS-035	8	AUSCIC-191	Risk Self Assessment Module (RESERVED)	$247,000.00	05X050800/2003/402CMLS000/2C00000000/25305
PR 03-012-076.1	5	SR TBD	Workforce Planning (WPARS) System RESERVED	$150,000.00	05X0508500/2003/103ATQPA92/3A2100000/25305
			Total	$397,000.00	

3. All other terms and conditions remain unchanged. The total funded amount of the task order has increased by $397,000.00 from $287,463,611.77 to $287,860,611.77.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-R3	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
027	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $2,300,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Milestone schedule set forth in modification by mutual agreement with the contractor.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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

1. Accept USVIST-001 ROM dated September 22, 2003 and clarifications submitted on September 25, 2003.

Under this acceptance UNISYS may proceed with the USVISIT-001 requirement in a Not To Exceed amount of $2,300,000.00 and a period of performance no longer than October 24, 2003. Unisys is not to exceed this funding amount and in accordance with the limitation of funds clause, Unisys is to notify the Contracting Officer when 75% of the Not To Exceed amount is reached. Unisys is directed to provide a full mutually acceptable cost and technical proposal by October 20, 2003 with negotiations completed by October 24 2003. The proposal will include all eighty five sites with a deployment end date of May 31, 2004. If Unisys is unable to submit a cost and technical proposal by the above date, the Contracting Officer is to be notified immediately.

As part of this requirement, Unisys is to provide a structured approach for the USVISIT Air Exit solution as described in the Unisys Rough Order of Magnitude dated 22 September 2003. Unisys is to provide the government with a budgetary estimate for the Pre-Acquisition Phase (Initiation and Systems Concept Development) to enable a Program Authorization.

The period of performance will cover the work performed by Unisys between September 26 and October 24, 2003. During this timeframe Unisys plans to accomplish the following activities and deliverables during the acquisition planning and preliminary conceptio solution development phases (9/26-10/24).

I. Provide Program Management and overall integration efforts
II. Workstation System (Hardware, Software) design and development:
III. Network Connectivity and Network Management solution development.
IV. Central IDENT Interface Server Solution Development,
V. Pre-deployment activities and the following milestone schedule; and

I. Government completion of functional requirements definition by 9:00 a.m., Monday, September 29, 2003.
II. Firm pricing for the long lead time items on or before October 6, 2003 with Government authorization to procure on or before October 6, 2003. In the event approval is not granted for procurement of such items, it is understood by both partie there will be a day for day slippage to the deployment schedule.
III. ROM for non long lead time components on or before October 6, 2003.
IV. Delivery of full technical and cost proposal for all eighty five site no later than October 20, 2003.
V. Completion of clarifications and negotiations for all eighty five sites no later than October 24, 2003.

This modification, with the funding identified in Attachment 1 for the acquisition and preliminary conceptual solution development phase permits Unisys to proceed with:

a. IPT to finalize SDLC Control Phase Planning Documents
b. Unisys proposal submission for Air Exit Increment I covering all phases of product development and delivery.
c. Authorization for Long Lead Time materials must be specifically authorized by the Contracting Officer and is contingent upon formal Program Authorization as approved by the TSA IRB.

2.. Obligate funding as indicated below.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PR 03-011-210	10	SR TBD	US VISIT	$2,300,000.00	05X0508S109/2003102ECIOR04/2E50000000/25305
			Total	$2,300,000.00	

3. All other terms and conditions remain unchanged. The total funded amount of the task order has increased by $2,300,000.00 from $287,860,611.77 to $290,160,611.77.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
028	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7340 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manager of Contracts 703-413-3013	Valoree S. Lilley - Contracting Officer (571) 227-7334
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

As identified in Attachment 1, funding is to be reallocated FROM the designated SR# and SR Title TO the specified SR# and SR Title. These reallocations result in no change in the total funding of a specific PR or in the total overall Task Order funding.

Attachment 1: Funding Reallocation

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$161.00	1	SR# TBD/Deployment Initial	$161.00
1a	#015	2	03-011-157	MSPPO-053/Transition to Removal TSA Hosting Center	$2,108,087.00	1	MSPPO-053/TSA Hosting Center	$2,108,087.00
2	#012	1	03-011-129	LANWAN v2	$750,000.00	1	WO# 1 SOO	$750,000.00
2a	#015	1	03-011-135	AUSCAO-053 Crystal Drive	$200,000.00	1	AUSCIO-087/MSPPO Rent	$200,000.00
3	#012	1	03-011-129	LANWAN v2	$3,694.00	1	MSPPO-055/Adobe Photoshop	$3,694.00
4	#022	1	03-011-167	WANLAN for CTO Crystal Drive	$78,464.00	1	AUSCAO-053/Crystal Park Building Move	$78,464.00
5	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$335,709.00	1	AUSCIO-115/Veridian Building Move	$335,709.00
6	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$284,625.00	1	AUSCIO-220/Veridian Building Move	$284,625.00
7	#012	1	03-011-129	LANWAN v2	$12,000.00	1	AUSCIO-066/White Package Connectivity	$12,000.00
8	#012	1	03-011-120	LANWAN v2	$1,000,000.00	1	SR# TBD/HQ Migration to XP	$1,000,000.00
9	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$750,000.00	1	SR#TBD/DOT Transition	$750,000.00
10	#022	1	03-011-167	SR#TBD/WANLAN for CTO Crystal Drive	$22,544.00	1	HQCIO-015/Software for TSIS	$22,544.00
11	#022	1	03-011-167	SR#TBD/WANLAN for CTO Crystal Drive	$19,719.00	1	AUSCIO-055/Headquarters ESS Support	$19,719.00
12	#015	1	03-011-135	MSPPO-001/CNSI	$7,589.00	1	AUSCIO-069/High End Forensic Work Station	$7,589.00
13	#017	1	03-011-110	HQCIO-025/Project Support	$40,687.00	1	HQCIO-024/Cabot Tech Support Equipment	$40,687.00
14	#015	1	03-011-157	MSPPO-053/TSA Hosting Center	$89,302.00	1	HQCIO-006 HVAC/UPS HQ Survey	$89,302.00
15	#015	1	03-011-157	MSPPO-053/TSA Hosting Center	$20,117.00	1	MSPPO-018/TSA Command Center	$20,117.00
16	#017	1	03-011-110	HQCIO-025/Project Support	$330,281.00	1	AUSCIO-159/TSA Joint Command at Cabot Tech	$330,281.00
17	#022	5	03-NRA-035	MSPPO-044 CAPPS/ONRA	$147,040.00	2	SR#TBD/Second ONRA Site CO	$147,040.00
18	#011	2	03-011-110	AUSCIO-023/Site Prep	$48,936.00	2	MSSPO-041/On-site Field Coordinators	$48,936.00
					$6,248,955.00			$6,248,955.00

Attachment 1: Funding Reallocation Continued.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
19	#011	2	03-11011-	AUSCO-023/Site Prep	$299,112.00	2	MSPPO-035/041/057 On-site Field Coordinators Travel/ODC	$299,112.
20	#011	2	03-011-110	AUSCIO-023/Site Prep	$2,651,263.70	3	TSA-0201-025/LMR Managed Services	$2,651,263.
21	#022	1	03-011-167	WANLAN for CTO Crystal Drive	$52,000.00	1	AUSCIO-145/Network Connectivity between TSA HQ and LMS Reston	$52,000
22	#022	1	03-011-167	WANLAN for CTO Crystal Drive	$151,000.00	1	AUSCIO-114/INS Backbone TSA Connectivity	$151,000
23	#015	1	03-011-135	MSPPO-001/CNSI	$49,902.00	1	MSPPO-020/Cell Phone Billing	$49,902
24	#015	1	03-011-157	MSPPO-053/TSA Hosting Center	$1,703,679.00	1	MSPPO-049/ACS Transition	$1,703,679.
25	#005	6	03-FIN-001	HQCIO-023/T&A	$145,337.02	6	MSPPO-049/ACS Transition	$145,337.
26	#011	6	03-011-110	SR#TBD/Screener Scheduling	$2,831,085.00	6	MSPPPO-049/ASC Transition	$2,831,085
27	#011	5	03-011-110	HR Primavera Program Management	$360,000.00	5	SR#TBD/FAM Scheduling	$360,000
28	#011	5	03-011-110	HR Primavera Program Management	$126,455.00	5	SR#TBD/Surveillance Detection System	$126,45
29	#011	2	03-011-110	AUSCIO-020/FSD Field IT	$687,787.50	2	AUSCIO-068/LH Reimaging	$687,78
30	#011	2	03-011-110	TSA-HQ-010/Crisis Action Centers	$105,170.00	2	AUSCIO-068/LH Reimaging	$105,17
31	#011	1	03-011-110	HQCIO-021/Command Center Red Switch	$50,000.00	1	SR#TBD/Cabot Tech VTC	$50,00
32	#011	5	03-011-110	HR Primavera Program Management	$470,545.00	5	SR#TBD/HR Data Warehouse Integration	$470,54
33	#011	8	03-011-110	AUSCIO-046/E-GOV 1A	$5,989,627.80	8	AUSCIO-047/E-GOV 1B Application Platform	$5,989,62
34	#011	8	03-011-110	AUSCIO-045/Alert Notification System	$346,038.00	8	AUSCIO-047/E-GOV 1B Application Platform	$346,03
35	#018	5	03-011-123	WO# 5 Managed Services	$29,545.00	5	SR#TBD/Surveillance Detection System	$29,5
36	#011	5	03-011-110	AUSCIO-004/093 CITS/APPS	$30,882.00	5	MSPPO-024/Call Center CRC Transition from FAA	$30,8
					$16,079,429.02			$16,079,4

Attachment 1: Funding Reallocation Continued.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
37	#011	5	03-011-110	AUSCIO-004/093 CITS/APPS	$25,000.00	5	AUSCIO-238 Legal Integrated Knowledge System (LINKS)	$25,000.00
38				No Longer Required			No Longer Required	
39	#011	8	03-011-110	AUSCIO-045/Alert Notification System	$252,000.00	5	AUSCIO-187/Contractor to E-GOV and LMS ROM	$252,000.00
40	#018	5	03-011-123	WO# 5 Managed Services	$36,000.00	5	SR#TBD/Checked Baggage Data	$36,000.00
41	#018	5	03-011-123	WO#5 Managed Services	$76,139.00	5	AUSCIO-031/TIP IPT	$76,139.00
42	#018	5	03-011-123	WO#5 Managed Services	$90,164.00	5	AUSCIO-089/FOI Workgroup Application	$90,164.00
43	#011	8	03-011-110	AUSCIO-045/Alert Notification System	$183,847.00	8	AUSCIO-160 TSA-ARMS	$183,847.00
44	#011	5	03-011-110	MSPPO-005/Primavera Pilot	$643,678.00	8	SR#TBD Deloitte Site Transition From Reston	$643,678.00
45	#012	1	03-011-129	LANWAN v2	$106,322.00	8	SR#TBD Deloitte Site Transition from Reston	$106,322.00
46	#012	1	03-011-129	LANWAN v2	$88,152.00	2	TSA-HQ-010 Broadband Crisis Action Center	$88,152.00
47	#015	1	03-011-135	MSPPO-001 CNSI Support	$150,000.00	1	AUSCIO-096/Section 508 Compliance	$150,000.00
48	#011	8	03-11-110	AUSCIO-045/Alert Notification System	$160,000.00	5	AUSCIO-092/Prototype Lab	$160,000.00
49	#011	2	03-011-110	AUSCIO-023/Site Prep	$161,000.00	1	SR#TBD/DOJ Fingerprint Gateway	$161,000.00
50	#022	1	03-011-167	WANLAN for CTO Crystal Drive	$520,078.00	1	HQCIO-024/Cabot Tech	$520,078.00
51	#011	2	03-011-110	AUSCIO-23/Site Prep	$141,072.00	2	AUSCIO-052/Alternative White Package Analysis	$141,072.00
52	#018	5	03-011-125	AUSCIO-082 LMS	$352,000.00	2	AUSCIO-217/Integrate Training Computers	$352,000.00
53	#017	2	03-011-134	HQ IT Seats Various	$78,120.00	2	MSPPO-069/Incremental SPOC for 39 Desktops	$78,120.00
54	#011	8	03-011-110	AUSCIO-045/Alert Notification System	$125,451.00	5	AUSCIO-088/Application Server Standup	$125,451.00
					$3,189,023.00			$3,189,023.00

Attachment 1: Funding Reallocation Continued. Final page for Contract Modification 023.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
55	#011	2	03-011-110	AUSCIO-023/Site Prep	$968,169.00	2	AUSCIO-007 FAMS Stand-up	$968,169.
56	#011	2	03-011-110	AUSCIO-023/Site Prep	$38,615.98	1	MSPPO-049/ACS Transition	$38,615.
57	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$47,609.00	5	AUSCIO-030/Performance Management System	$47,609.
58	#025	5	03-011-186	AUSCIO-004/093 CITS/APSS	$9,693.00	5	AUSCIO-030/Performance Management System	$9,693.
59	#018	5	03-011-048	AUSCIO-079/Staff Augmentation	$3,075.00	5	AUSCIO-030/Performance Management System	$3,075.
60	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$62,785.00	5	AUSCIO-063 TWIC	$62,785.
61	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$600.10	2	Various SOs/HQ IT Software	$600.
62	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$29,449.00	5	AUSICO-003/ORES Real Estate	$29,449.
63	#011	3	03-011-110	AUSCIO-023 Site Prep	$84,497.00	1	MSPPO-076 HAZMAT Fingerprint	$84,497
64	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$62,000.00	1	TSA Asset Management System (TAMS)	$62,000
65	#011	1	03-011-110	MSPPO-001/CNSI Support	$377,001.00	1	TSIS-001 TSIS LAN/WAN	$377,001
66	#011	1	03-011-110	MSPPO-001/CNSI Support	$943,000.00	1	AUSCIO-136/137/ TSIS On-Site Support	$943,000
67	#011	2	03-011-110	AUSCIO-023 Site Prep	$290,000.00	5	AUSCIO-239 Consolidated Security Background Inv (SITS)	$290,000
68	#011	2	03-011-110	AUSCIO-023 Site Prep	$14,533.50	2	AUSCIO-068/Lockheed Reimaging	$14,533
69	#009	1	03-007-027	MSSPO-046 NCIC/LEMS	$10.00	2	MSPPO-003 GFE Transition	$10
70	#022	2	03-011-167	AUSCIO-023 Site Prep	$750,000.00	3	WO#3 SOO	$750,000
71	#022	4	03-011-167	Enterprise Architecture	$191,813.19	5	HQCIO-019 Call Center System Support	$191,813
72	#012	1	03-011-129	Transiton to Removal LANWAN	$2,544,228.06	1	LANWAN Infrastructure (Field and HQ)	$2,544,228
					$6,417,078.83			$6,417,078

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	DO-H8
PAGE OF PAGES	1 of 2
2. AMENDMENT/MODIFICATION NO.	029
3. EFFECTIVE DATE	See Block 16C.
PR#	N/A
5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	JFKC01
7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Transportation Security Administration
Attn: Office of Acquisition
4th Floor, TSA Routing Code 14
400 Seventh Street, S.W.
Washington, D.C. 20590

See block 6.

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

Unisys Corporation Tax ID # 38-038-7840

8008 West Park Drive

McLean, VA 22102-3106

CODE: 15-078-0674 FACILITY CODE

(✓) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (see item 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485

10B. DATED (see item 13)

X 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $176,755.74

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Marlene L. Emmons Sr. Manager of Contracts 703-4[illegible]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) C. L. Thornton - Contracting Officer (571) 227-3830
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY [signature] (Signature of Contracting Officer)	16C. DATE SIGNED 9/26/03

I. ADDITIONAL FUNDING: The following funds as identified in Attachment 2 are obligated for the specified Service Request Numbers and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PR 03-FIN-0037	1	HQCIO-003/004 AUSCIO-017 AUSCIO-033	In Support of Oracle Financials	$126,755.74	05X0508500/2003/103CCF0000/3C00000000/25305
03-06-023	5	SR TBD	IRB Review	$50,000.00	05X0508500/2003/101BEE0000/1B0000000/25305
			Total	$176,755.74	

II. All other terms and conditions remain unchanged. The total funded amount of the Task Order has increased by $176,755.74.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
CO-H3	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
030	See Block 15C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-419-3018	Valotee S. Lilley - Contracting Officer (571) 227-3834

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valotee S. Lilley (Signature of Contracting Officer)	9/24/03

I. B-TABLE INCORPORATION:

Accept and incorporate by reference the September 15, 2003 submission of Section B-Tables, which includes a specific assignment of each year's covered periods. B-Table Year 1 equates to 13 August 2002 through 30 September 2003. Each subsequent "year" in the B-Table will begin on 1 Oct XXXX and end the following 30 September XXXX.

II. Accept and incorporate by reference the following Unisys proposal submissions:

A. MSPPO-049, ACS Transition:
Cost Proposal V3.0 dated 8 August 2003
Statement of Work dated 8 August 2003
Technical Proposal V2.0 dated 8 August 2003 (also references AUSCIO-048, AUSCIO-058, and AUSCIO-162)

B. AUSCIO-007, FAM Transition (Subtask 1 – Transition Planning):
Cost Proposal dated 2 June 2003 *
Cost Proposal Addendum dated 26 Sep 2003
Technical Proposal dated March 28, 2003
Response to Proposal Analysis dated 2 Jun 2003

* The government does not accept the Contractor's travel charges of $43,772.70 for AUSCIO-007. The Contractor should provide the Government with sufficient date to determine the travel amounts proposed are in accordance with the Federal Travel Regulation in order to be determined fair and reasonable.

C. MSPPO-046, NCIC Networking Solution/LEMS/Fingerprint
NCIC Networking Solution Cost Proposal dated 26 Sep 2003
Phase 1 Sterile Area Applicant Fingerprint Processing Cost Proposal V3.1 dated 26 Sep 2003
Phase 2 LEMS Cost Proposal V3.1 dated 26 Sep 2003
Clarification Request Response dated 21 March 2003
Technical Proposal dated 21 March 2003

D. HQCIO-019, Computer Telephony Upgrade
Cost Proposal V2.1 dated 26 Sep 2003
Technical Proposal V2.0 dated 2 Sep 2003

E. MSPPO-001, PMO Support – Existing CNSI Contractor Support
Cost Proposal V1.1 dated 26 Sep 2003
Clarification Request Response dated 17 Sep 2003
Statement of Work dated 10 Sep 2003
Technical Proposal V1.0 dated 10 Sep 2003

F. AUSCIO-030, Performance Management Services for the TSA Office of Strategic Management & Analysis (SMA)
Cost Proposal V1.0 dated 16 April 2003
Cost Proposal Addendum dated 26 September 2003
Technical Proposal V1.0 dated 16 April 2003

III. Reserved Funding:

Funding in the amount of $43,772.70 for AUSCIO-007 is hereby reserved and will not be available unless the Contracting Officer specifically authorizes or otherwise reallocates this funding by a future modification.

IV. Correct accounting and classification code on contract modifications 005 and 006:

Correct the accounting and classification code for PR 03-FIN-001 in the amount of $3,433,333.34 obligated on contract modification 00 for PR 03-11-001B in the amount of $3,433,333.34 obligated on contract modification 006, and for PR 03-011-001C in the amount of $3,433,333.34 allocated on contract modification 006 to read as indicated below. This effort is for Scheduling/Time & Attendance and results in no funding changes to the PR or to the total Task Order amount.

Correct to read: 05K0503500/2003/103CCFOA52/3C13005000/25100

VI. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-F3	PAGE OF PAGES 1 of 5
2. AMENDMENT/MODIFICATION NO. 031	3. EFFECTIVE DATE	PR# N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-033-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) *13 August 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)
See continuation pages for accounting and appropriation data. No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

15A. NAME AND TITLE OF SIGNER (Type or print) Marlene L. Emmons Sr. Manager of Contracts 703-412-3013	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valoree S. Lilley - Contracting Officer (571) 227-3334
15B. CONTRACTOR/OFFEROR	15C. DATE
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

The purpose of this bilateral modification is to (1) define the scope of service level agreements (SLAs) coverage; (2) establish SLAs for DHS and revised TSA; (3) incorporate Performance Management Incentive Plan (PMIP) for TSA; (4) incorporate revised SLAs for both DHS and TSA as mutually agreed to between the parties into the contract; and (5) establish the Incentive Review Panel (IRP).

Therefore:

1. SLA coverage. The Service Level Agreements (SLAs) incorporated into the contract upon initial contract award (Incentive/Disincentive Plan V1) have not been adequate for measuring performance. Therefore, the Incentive/Disincentive program in effect from 12 August 2002 through 30 September 2003 is hereby waived. Performance measurement shall be accomplished in accordance with the SLA and business objectives as described in paragraphs 3 and 5, below.

2. Establishment of separate SLAs. Separate SLAs have been established for DHS and TSA and are as incorporated by paragraph 4, below. The SLAs developed for each respective organization will only be applicable to the respective organization.

3. Performance Management Incentive Plan (PMIP). The Draft PMIP Version 1.1 for TSA is hereby incorporated into the contract with this modification as defined in Attachment A hereto. The PMIP shall only be applicable to TSA. The parties here to agree that the PMIP as incorporated requires further development and definitization. The sections of the PMIP that require definitization for are as follows:

   5. Incentive / Disincentive Award

   The IDO decision package process and procedures are under development and are to be complete and approved by the IRP not later than 3 Nov 03.

   6.2 TSA Business Objectives

   TSA Business Objectives are under revision at this time. New Business Objectives are to be developed and approved by the IRP not later than 15 October and the PMIP revision and subsequen contract modification to be complete not later than 17 October to be applicable for the 1st Quarter FY04 Incentive/disincentive period.

4. Incorporation of revised and new SLAs. Revised SLAs for TSA and new SLAs for DHS are hereby incorporated into the contract with this modification as defined by Appendix B to Attachment A for TSA SLAs and Attachment B for DHS SLAs hereto. The PMIP, revised TSA SLAs, and new DHS SLAs replace the SLAs currently in Attachment J-1 of the contract, in their entirety, effective as of 1 October 2003, and are designated as V1.1. The new SLAs shall be evaluated in accordance with the weighting factors as stated in Section 6.4 of the Performance Management Incentive Plan (PMIP) as incorporated by paragraph 3, above.

5. Establishment of the Incentive Review Panel. The Incentive Review Panel (IRP) is hereby established t oversee the ITMS incentive / disincentive process, SLAs, and other performance measures as the parties may develop.

   a. The IRP shall be comprised of reviewing members representing TSA CIO and Unisys. The [illegible] formal recommendations to the Incentive Determining Official

framework, (3) and other incentives as the Government may establish in accordance with the interests of the Government. Changes to the SLAs shall occur only by mutually-agreeable modification to the contract.

b. Mr. Patrick Shambach, TSA Assistant Administrator and Chief Information Officer is hereby appointed as the ITMS IRP Incentive Determining Official.

6. Contract CLIN 50000AG is hereby increased in acknowledgement of the final amount of the Performance Incentive Bonus to be made available to the Contractor.
   a. CLIN 50000AG is hereby increased from [redacted] by $[redacted] to $[redacted] to reflect the final performance incentive. Effort against CLIN 50000AG is complete upon execution of this modification. b4
   b. Funding to support this increase has already been obligated to the contract under the following modifications and amounts:

Modification	Amount
008	$[redacted]
011	$[redacted]
015	$[redacted]

b4

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

ATTACHMENT A – TSA PMIP

This Attachment contains the TSA Performance Management Incentive Plan hereby incorporated into the contract ITMS Attachment J-1.

ATTACHMENT B – DHS SLAs

This Attachment contains the DHS service level agreements hereby incorporated into the contract ITMS Attachment J-1.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-B3	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ. N/A	5. PROJECT NO. (If applicable)
032	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
	JFKC01		S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. [illegible] Sr. Manger of Contracts 703-413-3013	Connie L. Thornton - Contracting Officer (571) 227-3880
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED 30 Sep 2002

I. Acceptance Clarification of MSSPO-049:

To accept and incorporate, by reference, the following Unisys proposal submission.

A. MSPPO-049, ACS Transition:
Cost Proposal V3.0 dated 8 August 2003
Statement of Work dated 8 August 2003
Technical Proposal V2.0 dated 8 August 2003 (references AUSCIO-048, AUSCIO-058, and AUSCIO-162)
Cost Proposal Addendum dated 25 September 2003

II. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 2

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
033	See Block 16C.		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JFKC01	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
~~Marianna M. Martineau~~ Marianna M. Martineau ~~Sr. Manager of Contracts 703-413-3018~~ Prime Contract Manager	Valorie S. Lilley, Contracting Officer, (571) 227-3834

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Marianna M. Martineau	10/1/03	BY Valorie S. Lilley Signature of Contracting Officer	8/ 03

I. Acceptance and incorporate by reference the following Unisys proposal submissions:

A. HQCIO-024, TSA Cabot Tech Command Center
Cost Proposal V3.0 dated 30 September 2003
Statement of Work V2.0 dated 30 September 2003
Technical Proposal V2.0 dated 30 September 2003

B. WO 0003 Wireless Services Solution
a. Cost Proposal V6.2 dated 30 September 2003

C. AUSCIO-019, New TSA Headquarters (Relocation) Phases I and II
Cost Proposal V3.1 revised 17 September 2003
Technical Proposal – Modification 001 V2.1 dated 17 September 2003

D. DHS-068 Support to BCBP TECS Effort
Cost Proposal V1.0 dated 22 September 2003

E. AUSCIO-056 Network Equipment for New DHS Headquarters
Cost Proposal V2.2 dated 06 June 2003 revised with the administrative corrections 16 September 2003

F. DHS-065 Contact Management and Business Software
Cost Proposal V1.1 dated 03 September 2003

G. HQCIO-008 Security Specialists
Cost Proposal V1.0 dated 08 August 2003
Technical Proposal V1.0 dated 11 April 2003
Clarification Request Response dated 08 August 2003
Cost and Technical Proposal Addendum dated 26 September 2003

H. AUSCIO-028 Website Standup eGov Applications-DHS
Cost proposal V4.0 dated 30 September 2003

H. HQCIO-019 Computer Telephony Upgrade
Cost proposal V2.1, dated 26 September 2003*
Technical proposal V2.0 dated 02 September 2003 *

*TSA understands that tasks outlined in FY04 and 05 in the Technical Proposal are no longer part of this requirement due to the partial termination. However, Time and Materials labor will be required to support this effort through 31 December 2003 for on-going systems administration and maintenance support during the hours of the Call Center Operation and On-Cal I3 support provided on an as needed basis by the I3 Certified Support Resource. If the I3 Certified Support Resource is utilized for on-call support, travel costs if incurred between 26 Sept 2003 and 31 December 2003, in accordance with the Federal Travel Regulation, will be reimbursed.

With this acceptance, Unisys has agreed to complete the installation of the sixteen I3 licenses already provided by Unisys to TSA at the Call Center and that TSA will not be billed any costs in either FY03 or 04 for this effort. This includes any travel costs incurred by Unisys for this effort.

II. As identified in Attachment 1, funding is to be reallocated FROM the designated SR# and SR Title TO the specified SR# and SR Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

Attachment 1. Funding Reallocation.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#015	1	03-011-135	MSPP0-001 CNSI	$300,000.00	1	HQCIO-024/Cabot Tech Support Equipment	$300,000.00

III. All other terms and conditions remain the same

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE: DO-H8	PAGE OF PAGES: 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
034	See Block 16C.		

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data INCREASE $3,009,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manager of Contracts 703-610-6213	Valoree S. Lilley, Contracting Officer, (571) 227-3834

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)	10/16/03

I. Acceptance and incorporate by reference the following Unisys proposal submissions:

A. DHS-067 TOPOFF 2 Exercise
Cost Proposal V2.1 dated 01 October 2003

B. DHS-058 Proxima Projectors
Cost Proposal V2.0 dated 26 September 2003

C. DHS-050 ODC for DHS Consumables
Cost Proposal V1.1 dated 07 October 2003

D. DHS-052 Investment Portfolio Systems (ITIPS)/Enterprise Architecture Management Systems (EAMS)
Cost Proposal V4.0 dated 12 September 2003*
Technical Proposal V1.0 mod 1 dated 16 September 2003

*TSA does not accept travel, in the amounts of $15,533.16 and $12,944.30 for FY04 and FY05 respectively. The following total estimated costs are accepted for FY03, FY04, and FY05.

FY03: $ 694,862.00
FY04: $2,007,457.90
FY05: $1, 812,716.70

II. Correct modification 033. Service Request AUSCIO-028 "Website Standup eGov Applications – DHS Cost proposal V4.0, dated 30 September 2003, is not accepted at this time. The Government and contractor are still in negotiations for this effort Delete the following from page 2 of modification 033:

H. AUSCIO-028 Website Standup eGov Applications-DHS
Cost proposal V4.0 dated 30 September 2003

III. Obligate funding as indicated in Attachment 1.

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-002	2	AUSCIO-023	White Package Site Prep	$3,000,000.00	05AV000000/2004/1C3ECIOB12/2B0000000/23503
PREQ-04-RES-003	1	AUSCAO-073	IT Equip for Crystal Park	$9,500.00	05AD000000/2004/5ACRESA41/3C2500000/21050
			Total	$3,009,500.00	

IV. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 4

2. AMENDMENT/MODIFICATION NO. 035	3. EFFECTIVE DATE See Block 16C.	4. REQ. NO. N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

The purpose of the modification is as follows:

1. To incorporate a revised DD 254, Department of Defense Contract Security Classification Specification dated June 27, 2003 which also includes Safeguarding "For Official Use Only" Information. The DD 254 incorporated via attachment 1 to contract modification 003 is to be deleted and replaced with Attachment J-15 attached hereto this modification. This results in no change in cost to the value of the ITMS Task Order.

2. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Arlene L. Simmons Manager of Contracts 703-476-3013	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valoree S. Lilley - Contracting Officer (571) 227-3334
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 10/14/03
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/03

DEPARTMENT OF DEFENSE

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING	
a. FACILITY CLEARANCE REQUIRED	TOP SECRET
b. LEVEL OF SAFEGUARDING REQUIRED	TOP SECRET

2. THIS SPECIFICATION IS FOR: *(x and complete as applicable)*			3. THIS SPECIFICATION IS: *(x and complete as applicable)*			
X	a. PRIME CONTRACT NUMBER DTTS59-99-D-00467			a. ORIGINAL (Complete date in all cases)		DATE (YYMMDD) 021007
	b. SUBCONTRACT NUMBER		X	b. REVISED (Supersedes all previous specs)	Revision No. 1	DATE (YYMMDD) 030627
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)		c. FINAL (Complete Item 5 in all cases)		DATE (YYMMDD)

4. THIS IS A FOLLOW-ON CONTRACT? ☐ YES X NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? ☐ YES X NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

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

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
UNISYS Corporation US Federal Government Group 8008 Westpark Drive McLean, VA 22102	4W798	Defense Security Service 700 Little River Turnpike Suite 310 Annandale, VA 22003-0309

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
CONUS and OCONUS Transportation Security Administration (TSA) sites and selected contractor and subcontractor facilities		

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Core Information Technology services relating to computing infrastructure such as seat management data center processing, and associated LAN/WANs and Telecommunications supporting all TSA missions including Intelligence integration for threat analysis and alerts.

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

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through (Specify) The TIMS Task Order Contracting Officer

NON-CLASSIFIED

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

1. Nearly all of the efforts to be performed on this contract will require access/protection of Sensitive But Unclassified (SBU), Law Enforcement Sensitive, and/or classified National Security Information at varying levels of classification. The scope of this DD Form 254 takes into consideration our understanding of the highest levels of security clearances, sensitive compartmented information accesses, and other security requirements that will be required by various employees of the prime contractor and its subcontractor partners in performance on this contract. All contractor and subcontractor personnel performing on this contract will not be required to hold Department of Defense security clearances and/or Sensitive Compartment Information (SCI) accesses at the highest levels indicated on this form. Those determinations will be based upon the specific security requirements contained within individual task orders awarded under the prime contract. U.S. citizenship is a mandatory requirement for all personnel performing on this contract.

2. Security classification guides will be furnished by the Transportation Security Administration (TSA) as needed.

3. OPSEC considerations will be coordinated between Unisys and TSA and implemented as needed.

4. Safeguarding of "For Official Use Only" (FOUO) information is contained in Attachment #1.

5. Classified information/material under the security cognizance of the Defense Security Service will be protected in accordance with the National Industrial Security Program Operating Manual (NISPOM) and the NISPOM Supplement.

6. Classified information/material subject to minimum communications security (COMSEC) accounting policies and procedures will be protected in accordance with NSA Manual 90-1, the NSA Industrial COMSEC Manual.

7. Classified information/material under the security cognizance of the Intelligence Community agency sponsoring contractor access to SCI on this contract will be distributed under separate cover. General guidance is contained within the various Director, Central Intelligence Directives (DCID) series used by members of the Intelligence Community. The DSS is relieved of security cognizance over this portion of the contract. Security cognizance in this area will be performed by an agency of the Intelligence Community.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) ☒ Yes ☐ No

SCI and SAP Addendums to distributed under separate cover.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
Ora L. Smith	Sr. Industrial Security Specialist	202-692-4283

d. ADDRESS (Include Zip Code)
Department of Homeland Security
Office of Security
[illegible] Streets, SW
[illegible]ington, DC

e. SIGNATURE

17. REQUIRED DISTRIBUTION
☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☐ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER

Attachment J-13

SAFEGUARDING "FOR OFFICIAL USE ONLY" INFORMATION

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official government information that may be withheld from the public under exemptions 2 and 9 of the Freedom of Information Act.

2. On non-security markings, such as "Limited Official Use", and "Law Enforcement Sensitive" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with the instructions received from such agencies.

3. Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate Government purpose is served by withholding the information or portions of it.

4. IDENTIFICATION MARKINGS:

a. An unclassified document containing FOUO information will be marked "FOR OFFICIAL USE ONLY" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.

b. Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification appearing on this page. If any individual portion contains FOUO information, the portion will be marked "FOUO".

c. Any "FOR OFFICIAL USE ONLY" information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer.

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTIONS _____ APPLY.

d. Removal of the "FOR OFFICIAL USE ONLY" marking can only be accomplished by the originator or other competent authority. When "FOR OFFICIAL USE ONLY" status is terminated, all known holders will be notified to the extent practical.

5. DISSEMINATION: Contractors may disseminate "FOR OFFICIAL USE ONLY" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

6. STORAGE: During working hours, "FOR OFFICIAL USE ONLY" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other classified records in unlocked files or desks is adequate when internal building security is provided during non-working hours. When such internal security is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as the cabinets, desks or bookcases.

7. TRANSMISSION: "FOR OFFICIAL USE ONLY" information may be sent via first class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

8. DISPOSITION: When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency

9. UNAUTHORIZED DISCLOSURE: Unauthorized disclosure of "FOR OFFICIAL USE ONLY" information does not constitute a security violation but the releasing agency should be informed on any authorized disclosure. The unauthorized disclosure of FOUS information protected by the Privacy Act may result in criminal sanctions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 036	3. EFFECTIVE DATE See Block 16C.	PR# PREQ-04-CIO-025	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Admin, Office of Acquisition TSA HQ - West Bldg, Fourth Fl - 4558 601 South 12th Street, Arlington, VA 22202-4220			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $490,308.30

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Milestone schedule set forth in modification by mutual agreement with the contractor.

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Marlene L. Emmons, Unisys Senior Manager of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DARYL SHALL	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED October 24, 2003	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED OCT 24 2003

PURPOSE

The purpose of this modification is as follows:

1. To extend the period of performance of the authorization to proceed (ATP) issued under modification 027;
2. To accept Unisys's Long Lead Items Proposal;
3. To revise the procurement schedule for the SR; and
4. To obligate funds.

MODIFICATION

1. The period of performance for the ATP issued via modification 027 is hereby extended through November 14, 2003. No additional funds are provided; therefore, the not to exceed amount for the modification 027 ATP as extended is $2,300,000. In accordance wit the limitation of funds clause, the contractor shall notify the Contracting Officer when it anticipates reaching 75% of the not to exce amount.

2. The following proposal is hereby accepted and incorporated by reference:

SR Request Number	Title	Date
USVISIT-001	Cost Proposal (Kiosk) Long Lead Items	24 Oct 03

3. The acquisition schedule to negotiate the deployment of kiosks to all eighty sites is as follows:

Milestone	Date
Submission of full technical and cost proposal	03 Nov 03
Proposal Negotiation & Contract Modification	07 Nov 03

4. Funds in the amount of $490,308.30 are hereby obligated to the contract. The total amount funded under this contract is hereby increased by $490,308.30. The Accounting and Appropriation Data (Standard Form 30, Block 12) is as follows:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-025	10	USVISIT-001	Customer Copy Cost Proposal (Kiosk) V3.1	$490,308.30	05AD000000/2004/5C3ECIO820/3E50000000/25305.
			Total	$490,308.30	

5. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DC-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
037	See Block 16C.		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JFKC01	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Thornton [signature] Sr. Manager of Contracts 703-419-3013 Ims Contract Manager	Connie L. Thornton - Contracting Officer (571) 227-3880

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[signature]	10/24/03	By: [signature] (Contracting Officer)	10/24/03

I. As identified in Attachment 1, funding is to be reallocated FROM the designated SR# and SR Title TO the specified SR# and SR Title. These reallocations result in no change in the total funding of a specific PR or in the total overall Task Order funding.

Attachment 1.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#011	1	03-011-110	MSPPO-001/CNSI	$750,000.00	3	AUSCIO-174 Blackberry	$750,000.00
2	#012	4	03-011-149	WC#04 SOO	$200,000.00	3	AUSCIO-256 AMSS	$200,000.00
					$950,000.00			$950,000.00

II. Administrative Corrections:

1. On Attachment 3 to Contract Modification 025, the PR Number for DHS-110/Vermont Avenue in the amount $110,000.00 should read PR 03-011-215 vice PR 03-011-210.

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
03-011-215	9	DHS-110	Vermont Ave	$110,000.00	05X0508S109/2003/102ECIOR04/2E5000000/25102

2. The dollar amount annotated in block 12 on the face of contract modification 034 should be corrected to read $3,009,500.00 in lieu of $3,009,500.

These administrative corrections result in no change to the funding of any PR or in the total value of the Task Order contract.

3. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2
2. AMENDMENT MODIFICATION 038	3. EFFECTIVE DATE: Block 15 C.	PR See page 2		5. PROJECT NO (If applicable)
6. ISSUED BY CODE Department of Homeland Security Transportation Security Administration Office of Acquisition 1200 South Hayes Street Arlington, VA 22202	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE See block 6.		S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
		10B. DATED (see item 13) *13 August 2002*
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. $175,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor	-	is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

15A. NAME AND TITLE OF SIGNER (Type or print) Marlene L. Emmons - Sr. Manager of Contracts 703-413-3013	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher E. Zeleznik - Contracting Officer (571) 227-1605
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

1. In task order section G.2 entitled "REPSONSIBILITY FOR CONTRACT ADMINISTRATION" under paragraph "Other COTRS assigned to this TO are:" add the following individuals.

   Nyal Piper, COTR
   Tony Schnabel, COTR

2. Obligate funding: The following funds are obligated for the specified Service Request Number and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes.

Accounting and Appropriation Data (Standard Form 30, Block 12)

PR Number	WO#	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-014	5	AUSCIO-198	PARIS to Host Center	$175,000.00	05AV000000/2004/1C2BINPA81/2B40000000/2530

3. Funding Reallocation: Funding is to be reallocated FROM the designated SR# and Title TO the specified SR# and Title. The funds are transferred for the specified Service Request Number and are hereby reserved and will not be available unless the Contracting Officer specifically authorizes. These reallocations result in no change in the funding of a specific PR or in the total overall Task Order funding.

	FROM					TO		
Item	Modification	WO#	PR Number	From SR #/SR Title	Amount	WO#	To SR#/ SR Title	Amount
1	022	2	03-011-168	AUSCIO - 068	$11,431.30	2	MSPPO-102	$11,431.30

4. The total funded amount of the task order has increased by $175,000.00 from $293,837,175.81 to $294,012,175.81. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION 039	3. EFFECTIVE DATE: Block 16 C.	PR. See page 2		5. PROJECT NO (If applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Department of Homeland Security Transportation Security Administration Office of Acquisition 1200 South Hayes Street Arlington, VA 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) *13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $2,947,618.82

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office,
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Marianne M. Maitland	Valoree S. Tilley - Contracting Officer (571) 227-3334

1. Obligate funding: The following funds are obligated for Operations and Maintenance Time and Material Labor/Other recurring charges related to the specified Service Request Number as indicated in Attachment 1.

Attachment 1: Accounting and Appropriation Data (Standard Form 30, Block 12)

PR Number	WO#	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-010	2	HQCIO-008	On-site Security Specialist	$134,100.90	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	4	AUSCIO-040	WO4 SOO-Enterprise Management	$541,666.67	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	4	AUSCIO-184	Human Resources Support	$6,666.67	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	1	AUSCAO-053	Crystal Park Building Move	$1,249.04	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	1	WO 1 SOO	WO 1 SOO	$585,000.00	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	1	AUSAVO-017	Telecomm for TSACC/NRCC	$1,166.67	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	1	AUSCIO-072	Telecomm for TSACC for Alt HQ/COOP	$9,338.67	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	2	AUSCIO-159	TSA Joint Command Ctr at Cabot Tech	$140,147.44	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	1	HQCIO-021	Red Switch –Secure Voice Data	$619.42	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-010	2	HQCIO-024	TSA Joint Command Ctr at Cabot Tech	$8,898.12	05AD000000/2004/5C3ECIOB19/3E5000000/2530
			Subtotal	$1,428,853.60	
PREQ-04-CIO-012	8	AUSCIO-047	eGov-Operating Platform –1B	$586,751.25	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-012	5	AUSCIO-256	AMSS Operations Manual	$140,583.33	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-012	5	MSPPO-051	Primavera Project Management Application Pilot	$19,791.28	05AD000000/2004/5C3ECIOB19/3E5000000/2530
			Subtotal	$747,125.86	
PREQ-04-CIO-013	5	MSPPO-069	SPOC	$21,177.84	05AV000000/2004/1C3ECIOB11/3E5000000/2530
			Subtotal	$21,177.84	
PREQ-04-CIO-016	5	AUSCIO-088	Application Server Stand Up	$1,017.67	05AD000000/2004/5C3ECIOB19/3E5000000/2530
PREQ-04-CIO-016	5	WO5 SOO	WO5-SOO Applications	$749,443.83	05AD000000/2004/5C3ECIOB19/3E5000000/2530
			Subtotal	$750,461.50	
			Total	$2,947,618.82	

2. Acceptance and incorporate by reference the following Unisys proposal submissions:

A. DHS-006, Portable Printer and Blackberry Wireless
Cost Proposal dated 26 September 2003

B. AUSCIO-217, LMS Test Bed Sites
Cost Proposal V1.0 dated 14 October 2003
AUSCIO-082/AUSCIO-217 Clarification Response dated 28 October 2003

C. AUSCIO-222, TSA Notebook Image Deployment
Cost Proposal V1.1 dated 23 October 2003
Response to Proposal Analysis (AUSCIO-222 dated 29 October 2003

Technical Proposal dated 29 October 2003
Note: Funding for this specific effort is provided for in paragraph 3 below.

3. Funding Reallocation: Funding is to be reallocated FROM the designated SR# and Title TO the specified SR# and Title. The funds are transferred for the specified Service Request Number as indicated in Attachment 2. These reallocations result in no change in the funding of a specific PR or in the total overall Task Order funding.

Attachment 2.

	FROM					TO		
Item	Modification	WO#	PR Number	From SR #/SR Title	Amount	WO#	To SR#/ SR Title	Amount
1	022	TBD	03-MLS-015	MLS eCOMM - Reserved	$130,000	2	AUSAVC-069	$130,000

4. The total funded amount of the task order has increased by $2,947,618.80 from $294,012,175.81 to $296,959,794.61. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
040	See Block 16C.		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JFKC01	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 35,494,218.18

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-419-3013	Valorie S. Lilley - Contracting Officer (571) 227-3334

15B. CONTRACTOR OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY Valorie S. Lilley	11/14/02

The purpose of this modification is as follows:

1. To accept and incorporate Unisys proposal.
2. To obligate funds.
3. Funding correction to Contract Modification 015.

MODIFICATION:

1. Accept and incorporate by reference by the following Unisys proposal submission:
   A. DHS-101 Standard Network Printer
      Cost Proposal V1.0 dated 22 October 2003

2. Obligation funding. The following funds are obligated for the specified Service Request Numbers as indicated in Attachments 1, 2, and 3. Those funds specifically marked "RESERVED" are hereby reserved and will not be available unless the Contracting Officer specifically authorizes expenditure. PREQ-04-CAO-002 in the amount of $8,115.96 is obligated to the specified Work Order and CLIN which will be used to fund a future Service Order for MSC Philadelphia.

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-017	9	AUSCIO-028	EGOV Applications DHS Website	$1,250,000.00	05ADR00000/2004/102ECICR13/3E50000000/25305
PREQ-04-CAO-002	2	36006BA	Large Multifunctional Network Copier With 11" X 17" Printer Capacity	$8,115.96	05AD000000/2004/5B3CMSCA91/3C2013000/23380
PREQ-04-CIO-006	3	MSPPO-020	Communications Operations Recurring Fixed Price Labor	$153,769.75	05AD000000/2004/5C3ECIOB17/3E50000000/25305
PREQ-04-CIO-007	3	TSA-0201-025	LMR & LMR Rental Recurring Equipment Costs	$3,421,798.89	05AV000000/2004/1C3ECIOB10/2B00000000/25305
PREQ-04-CIO-009	2	AUSCIO-052	Alternative White Package Analysis Recurring Fixed Price Labor	$36,286.77	05AV000000/2004/1C3ECIOB12/3E50000000/25305
PREQ-04-CIO-009	1	MSPPO-049	ACS Transition Recurring Equipment Costs	$486,235.75	05AV000000/2004/1C3ECIOB12/3E50000000/25305
PREQ-04-CIO-011	2	LANWAN	LANWAN Recurring Equipment Costs	$14,965,723.25	05AV000000/2004/1C3ECIOB12/3E50000000/25305
PREQ-04-CIO-021	1	MSPPO-069	Managed Services for Desktop Apps Recurring Equipment Costs	$58,590.00	05AD000000/2004/5C3ECIOB18/3E50000000/25305
PREQ-04-CIO-021	1	MSPPO-069	Incremental SPOC Recurring Equipment Costs	$110,979.69	05AD000000/2004/5C3ECIOB18/3E50000000/25305
			Subtotal	$20,491,500.06	

Attachment 2. Accounting and Appropriation Data (Standard Form 30, Block 12)

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-008	1	AUSCAO-053	Crystal Park Bldg Move Recurring Equip Costs RESERVED	$24,375.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-008	Recurring Fixed Price Labor	$122,117.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-019	New TSA HQ (Relocation) Recurring Equipment Costs	$1,686,683.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-019	TSA HQ Move Phase 2 Recurring Equipment Costs	$166,204.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	5	AUSCIO-039	Oracle Enterprise License Recurring Equipment Costs	$1,992,733.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-066	White Pkg Connectivity Recurring Equipment Costs	$6,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-069	High End Forensic Workstation ODC	$65.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-072	Telecom Support for Alt HQ/COOP RESERVED	$66,907.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-074	DMS for TSA Recurring Equipment Costs	$306,536.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-074	DMS For TSA ODC/One Time Charges	$252,768.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-087	Facilities ODCs/One Time Charges	$216,867.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	AUSCIO-115	Relocation to Veridian Bldg Recurring Equip Costs RESERVED	$33,438.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	2	AUSCIO-159	TSA Joint Command Ctr at Cabot Tech 24X7 Staffing ODCs One Time Charges	$23,962.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	2	ADMIN SR TBD	HQ Desktop Seats	$1,562,500.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	HQCIO-021	Red Switch, Secure Voice Data Recurring Equip Costs RESERVED	$146,682.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	HQCIO-021	Red Switch, Secure Voice Data ODCs/One Time Charges	$2,187.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	2	HQCO-024	TSA Joint Command Center at Cabot Tech Recurring Equipment Charges	$363,595.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	3	iPAQ	New Equipment Deployment	$18,540.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	MSPPO-018	Command Center Recurring Equip Costs RESERVED	$250,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	MSPPO-025	TSA Headquarters Infrastructure Recurring Equipment Costs	$795,240.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	MSPPO-028	Secure Transmission Receipt (TRACE) Recurring Equipment Costs	$403,851.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	MSPPO-048	VPN Recurring Equip Costs RESERVED	$487,456.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	1	MSPPO-053	TSA Hosting Center Recurring Equipment Costs	$1,269,332.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	5	WO #5	WO #5 SOO Applications Recurring Equipment Costs	$100,736.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305
PREQ-04-CIO-008	5	WO# 5	WO #5 SOO Applications ODCs/One Time Charges	$32,310.60	05AD000000/2004/5C3ECIOB19/3E50000000/25305
			Subtotal	$10,391,291.35	

Attachment 3. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-022	2	AUSCIO-068	GFE Desktop Re-Imaging Holland Recurring Equipment Costs	$683,264.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	AUSCIO-034	GFE Transition NCS Pearson GFE Recurring Equipment Costs	$747,936.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	ADMIN SR # TBD	Crisis Action Centers Recurring Fixed Price Costs	$252,527.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	FSD Seats	Red Package Seats Recurring Equipments Costs	$2,670,804.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	GFE Seats Airport	GFE Seat - Airport Recurring Equipment Charges	$164,268.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	IMACs	ODCs/One-Time Charges	$47,703.27	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	MSPPO-003	GFE Transition- NCS Pearson (GFE) Transfer ODCs One Time Charges	$30,000.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305
PREQ-04-CIO-022	2	TSA-HQ-010	Crisis Action Centers/Broadband Recurring Fixed Price Labor	$35,125.50	05AV000000/2004/1C3ECIOB11/3E50000000/25305
			Subtotal	$4,611,627.77	

4. Funding correction to Contract Modification 015. The dollar amount obligated for PR 03-011-135 in the combined amount of $23,325,025.00 is to be reduced by $1.00 to a revised amount of $23,325,024.00. This reduces the dollar amount obligated on contract modification from $50,721,292.00 to $50,721,291.00 thereby reducing the total funding amount obligated on the contract task order by $1.00. The revised allocation of PR 03 -011-135 funds is indicated in Attachment 4.

Attachment 4:

		PR 03-011-135			
WO#	SR Number	Service Request Title	FROM Amount	TO Amount	TSA Accounting Code
1	MSPPO-087	Rent, Facilities Charges	$2,002,263.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	MSPPO-001	CNSI Support	$2,391,695.00	$2,391,694.00	05X0508500/2003/102ECIOA46/2E400000000/25305
1	AUSCIO-086	Incentives	$4,686,000.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	WO #1 MSS	WO #1 Managed Services Support	$8,800,000.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	AUSCIO-008	Security Engineering Services	$79,619.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	MSPPO-035	31 IT Field Technicians	$4,489,582.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	MSPPO-041	3 IT Field Technicians	$257,570.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
1	MSPPO-057	41 IT Field Technicians	$618,196.00	No Change	05X0508500/2003/102ECIOA46/2E400000000/25305
		Subtotal	$23,325,025.00	$23,325,024.00	

5. The total funded amount of the task order has increased by $35,494,213.18 from $296,959,794.61 to $332,454,012.79. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
041	See Block 16C.		

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
JFKC01	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 1,719,485.05

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manager of Contracts 772-41[illegible]	Valoree S. Lilley - Contracting Officer (571) 227-3834

15B. CONTRACTOR OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valoree S. Lilley (Signature of Contracting Officer)	11/13/03

The purpose of this modification is as follows:

1. To obligate funds.
2. Funding reallocation.

MODIFICATION:

1. Obligation funding. The following funds are obligated for the specified Service Request Numbers as indicated in Attachments 1.

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-031	8	AUSCIO-047	EGOV Operating Platform - 18 Recurring T&M Labor	$1,173,502.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-031	5	MSPPO-051	Primavera Recurring T&M Labor	$39,582.55	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-033	5	AUSCIO-344	JREIS Application	$6,400.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-029	9	DHS Admin SR # TBD	Various SOs for IT Services, communications, and equip requirements	$500,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
			Subtotal	$1,719,485.05	

2. Funding Reallocation: Funding is to be reallocated FROM the designated SR# and Title TO the specified SR# and Title. This reallocation results in no change in the funding of a specific PR or in the total overall Task Order funding.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#038	5	PREQ-04-CIO-014	AUSCIO-198 Paris To Host Center	$50,000.00	5	AUSCIO-341/Paris 1.3 Test & Integration	$50,000.0

3. The total funded amount of the task order has increased by $1,719,485.05 from $332,454,012.79 to $334,173,497.84. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DC-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 042	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $ 2,753,726.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-413-3413	Megan R. Dake - Contracting Officer (202) 997-4374

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)	

The purpose of this modification is as follows:

1. To obligate funds.
2. To correct accounting data.
3. To accept and incorporate Unisys proposals.

MODIFICATION:

1. Obligation funding. The following funds are obligated for the specified Service Request Numbers as indicated in Attachments 1.

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-024	9	DHS-142	NAC Building 19 Expansion	$1,000,000.00	05ADR00000/2004/102ECIOR24/3E50000000/25305 (F)
PREQ-04-CIO-027	9	ADMN-DHS-ST	S&T Seat Equipment	$21,401.00	05ADR00000/2004/102ECICR23/3E50000000/25305 (F)
PREQ-04-CIO-028	9	ADMN-DHS-ST	S&T Blackberries	$323,725.00	05ADR00000/2004/102ECIOR23/3E50000000/25305 (F)
PREQ-04-CIO-034	9	DHS-052	ITIPS/EAMS	$1,408,600.00	05ADR00000/2004/102EICCR13/3E50000000/25305 (F)
			Subtotal	$2,753,726.00	

2. Accounting Data Correction: The accounting data on the specified Procurement Requests identified in the below table is to be corrected a[illegible] indicated. This administrative change in accounting data results in no change in the total funding of a specific PR or in the overall Task Orde[illegible] funding.

Original Funding	Mod #	PR #	Remaining Funding	OLD Accounting Code	SR/SO #	NEW Accounting code
$3,000,000.00	13	03-011-045	$0.00	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-56	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$2,500,000.00	13, 14	03-011-130	$1,573,742.59	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-56	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$1,541,418.00	14, 25	03-011-153	$0.00	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-56	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$56,000.00	13	03-011-044	$0.00	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-56	05X0508109/2003/102ECIOR11/2E50000000/2530[illegible]
$600,000.00	22	03-011-195	$534,018.34	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-057	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$500,000.00	13, 14	03-011-130	$16,681.70	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-44	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$1,204,838.21	14	03-011-153	$1,204,838.21	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-44	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$92,000.00	23	03-011-203	$92,000.00	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-106	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$146,049.00	25	03-011-153	$146,049.00	05X0508109/2003/102ECIOR04/2E50000000/25305	VARIOUS SO's SEATS	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$49,609.00	25	03-011-209	$49,609.00	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-046	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$110,000.00	25	01-011-210	$110,000.00	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-110	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$75,000.00	25	03-011-205	$75,000.00	05X0508109/2003/102ECICR04/2E50000000/25305	DHS-078	05X0508109/2003/102ECIOR04/2E50000000/2530[illegible]
$261,699.94	14	03-011-153	$261,699.94	05X0508109/2003/102ECIOR12/2E50000000/25305	AUSCIO-029	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$2,376,869.00	13	03-011-043	$1,293,975.96	05X0508109/2003/102ECIOR04/2E50000000/25305	AUSCIO-028	05X0508109/2003/102ECIOR04/2E50000000/2530[illegible]
$48,110.00	13	03-011-127	$48,100.00	05X0508109/2003/102ECICR04/2E50000000/25305	DHS-003	05X0508109/2003/102ECIOR10/2E50000000/2530[illegible]
$708,680.00	13, 25, 22	03-011-128, 207, & 197	$708,680.00	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-052	05X0508109/2003/102ECIOR13/2E50000000/2530[illegible]
$1,213,814.00	25	03-011-153	$1,213,814.00	05X0508109/2003/102ECICR04/2E50000000/25305	DHS20,21,29	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$31,438.00	14	03-011-153	$30,693.40	05X0508109/2003/102ECIOR04/2E50000000/25305	DHS-067	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$2,300,300.00	27	03-011-210	$2,300,000.00	05X0508109/2003/102ECIOR18/2E50000000/25305	US Visit	05X0508109/2003/102ECIOR18/2E50000000/2530[illegible]
$11,335.00	25	03-011-153	$11,335.00	05X0508109/2003/102ECIOR12/2E50000000/25305	DHS-044	05X0508109/2003/102ECIOR12/2E50000000/2530[illegible]
$18,325,350.15			$9,660,237.14			

3. Accept and incorporate by reference the following Unisys proposals:

A. DHS-064 (CardScan Office Package)
CLIN Change Request CR_TSA_03-00036 dated 18 November 2003

B. DHS-ST-003.004 (S&T Laptops)
Cost Proposal DHS-ST-004 V2.0 dated 18 November 2003.

4. The total funded amount of the task order has increased by $ 2,753,726.00 from $334,173,497.84 to $336,927,223.84. All other terms an[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-03	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
043	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 17 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 33-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00435
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 7,063,459.65

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manager of Contracts 703-418-3218	Valerie S. Lilley - Contracting Officer (202) 997-4874

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)	

The purpose of this modification is as follows:

1. Accept and incorporate Unisys Proposals.
2. To obligate funds.
3. To de-obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposals:

A. AUSCIO-154, Electronic Surveillance Systems (ESS) Proof of Concept Airports
Cost Proposal V3.0 dated 18 November 2003

B. DHS-142, NAC Building 19 Expansion
Cost Proposal V1.1 rev 1 dated 13 November 2003
Technical Proposal V1.1 dated 14 November 2003
Technical Proposal Clarification response dated 14 November 2003

2. Obligation funding. The following funds are obligated for the specified Service Request Numbers as indicated in Attachments 1.

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-FIN-017	6	WO#06	Kronos	$2,018,767.00	05AD000000/2004/5C3CCFOA47/3C13000000/25305 (F)
PREQ-04-FIN-017	6	WO#06	Kronos Recurring T & M	$44,000.00	05AD000000/2004/5C3CCFOA47/3C13000000/25305 (F)
PREQ-04-CIO-027	5	MSPPO-051	Primavera	$88,400.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-028	9	ADMIN-DHS-ST	S&T Seat Equipment	$4,250.00	05ADR00000/2004/102ECIOR23/3E50000000/25305(F)
PREQ-04-CIO-032	5	AUSCIO-088	Application Server Standup	$2,035.33	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-032	5	WO#05 SOO	WO5 SOO - Applications	$1,498,887.67	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-AOP-036	6	WO#06 SOO	Sabre	$2,231,377.00	05AV000000/2004/1C2BAOPA84/2S01200000/25305(F)
PREQ-04-TQP-652	2	ADMIN SR	Head Seats/Shared Seats	$600,000.00	05AV000000/2004/1A3ATQPA04/3A10100000/25305 (F)
PREQ-04-TQP-652	2	ADMIN SR	Head Seats/Shared Seats	$300,000.00	05AV000000/2004/1B3ATQPA12/3A10100000/25305 (F)
PREQ-04-TQP-653	5	AUSCIO-082	LMS - AUSCIO-082 Mod 1	$285,742.65	05AD000000/2004/5D3ATQPB21/3A10100000025305 (P)
			Subtotal	$7,073,459.65	

2. De-Obligate Funding: Contract modification 029 obligated funding for PR PREQU-03-FIN-0037 in amount of $126,755.74. As specified below, funds in the amount of $10,000.00 are hereby de-obligated, thereby reducing the funding of this PR to $116,755.74 and reducing the total amount funded to the contract task order by $10,000.

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-03-FIN-0037	1	HQCIO-003/004 AUSCIO-017/033	In Support of Oracle Financials	-$10,000.00	05X0508500/2003/103CCF0000/3C00000000/25305
			Subtotal	-$10,000.00	

3. The total funded amount of the task order has increased by $ 7,063,459.65 from $336,927,223.84 to $343,990,683.49. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-HS	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# PREQ-04-CIO-026	5. PROJECT NO (If applicable)
044	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Admin, Office of Acquisition TSA HQ - West Bldg, Fourth Fl - 4553 601 South 12th Street, Arlington, VA 22202-4220		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. INCREASE $1,425,000

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual Agreement.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Unisys Corp Maggie L Emmons Sr. Manager of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELAINE DUKE
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED Dec 18, 03
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 23 Dec 03

PURPOSE

The purpose of this modification is as follows:

1. To authorize Unisys to return to work on US Visit - 001; and
2. To obligate funds.

MODIFICATION

1. Unisys is hereby authorized to return to work on US Visit – 001 effective December 10, 2003. Unisys is hereby authorized to perform (ATP) the following work on a time and materials basis for labor as described in FAR 16.601in an effort to meet the January 5th deadline for US Visit, phase 1a:

   A. Developing a functional pilot of Phase 1 product that is available for use in at least one airport and one seaport environment. These implementations may be stand-alone that later can be connected for on-line and real time delivery of transactions. Data collected must be downloadable to a storage medium capable of being read and supporting a data transfer to the BTS IDENT system.

   B. Producing a functional pilot capable of a) collecting and storing biographic data (from machine-readable travel documents) and biometric data (two fingerprints) from qualifying non-immigrant visa holders, and b) supporting extraction of the stored data by an attendant for delivery to IDENT in test mode

   C. Providing operational support for deployed functional preview capability and hardware test configuration in order to perfect follow-on phased development of the application.

2. Attachment A provides the US-Visit Exit Requirement for phase 1a to be delivered on January 5, 2004. This document represents the agreed to requirements for phase 1a.

3. In performance of this ATP Unisys is authorized to use only the ITOP labor categories negotiated between the Department of Transportation and Unisys (i.e labor categories negotiated specific to the ITMS contract shall not be used during the ATP period.) except for the two individuals expressly identified below:

Name	Functional Role	ITOP II SOM Labor Category
[redacted]	Project Manager	Enterprise Solution Project Manager
[redacted]	Executive Program Manager	Work Order Manager 2

4. The not to exceed amount is hereby increased by $1,425,000 from $2,300,000 (see modification 027) to $3,725,000. In accordance with the limitation of funds clause, the contractor shall notify the Contracting Officer when it anticipates reaching 75% of the not to exceed amount.

5. Funds in the amount of $1,425,000 are hereby obligated to the contract. The total amount of funds obligated to the contract is hereby increased by $1,425,000 from $343,990,683.49 to 345,415,683.49. It should be noted that this amount is exclusive of the 45 kiosks purchased via modification 036 and its corresponding service order.

6. The Accounting and Appropriation Data (Standard Form 30, Block 12) is as follows:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-025	10	USVISIT-001	US Visit	$1,425,000	05ADR00000/2004/102EC/CR18/3E0000000/25305 (P)
			Total	$1,425,000	

7. All other terms and conditions remain unchanged.

US-VISIT Exit Requirements
Small Form Factor Requirements

1. Scope

This document defines the requirements and the activities, which shall be performed by the contractor in order to implement both a functional pilot version of the US-VISIT exit processing at one airport and one seaport with international departures to demonstrate initial capabilities and the full-scale development and deployment to other locations. The contractor shall put forth all reasonable effort, in conjunction with the Government, to have an operational functional pilot version deployed by January 5, 2004.

1. Deliver a functional pilot including a subset of the requirements within the Phase 1 solution that is available for closely monitored use in at least one airport and one seaport environment. These implementations may be stand-alone that later can be connected for on-line and real time delivery of transactions. Data collected must be downloadable to a storage medium capable of being read and supporting a data transfer to the BTS IDENT system. This pilot will be referred to as Phase 1a of the Phase 1 work package.

2. At a minimum, machine readable travel documents and two fingerprints can be collected and extracted via an attendant mode for delivery to IDENT in test mode.

3. This task includes operational support for deployed functional preview capability and hardware test configuration in order to perfect follow-on phased development of the application.

2. General Assumptions

- Burden of submitting proper US-VISIT departure information is the responsibility of the traveler
- Traveler will be required to input departure using a self-serve device with little or no assistance.
- Biographic data will be captured via a scan of the visa/passport and biometric data will be captured via a scan of two index fingerprints
- Biographic data includes data available in the travel document Machine Readable Zone (MRZ)
- The TSA System Development Life Cycle (SDLC) process will be utilized for the full solution capability (not part of Phase 1a)
- Negotiations with airport authorities will be lead and conducted by US-VISIT with participation of TSA technical participants
- TSA's technical implementation success is dependent on US-VISIT negotiations with airport authorities

3. Client Requirements

- Ergonomics – The system shall be ergonomically designed to facilitate the highest quality of fingerprint capture with minimal inconvenience to the user.

- Biometrics – There shall be biometrics captured at the device to include two fingerprints as the standard. The fingerprint from the index finger of each hand shall be collected. However, if the index finger is amputated, then the thumb will be used. If both are amputated, then the middle finger is used. The ring and little fingers are next in sequence if the middle finger is also missing. There is no need to capture a photograph through the client. The current capture device is the Crossmatch ID Verifier 300, which will capture two flat 500x500 fingerprint image WSQ files. These should be marked as to which finger they represent.

- 508 compliant – There shall be accommodations for the workstation to be used by users that have handicap requirements (REQUIREMENT FOR FUTURE PHASE - NOT PHASE 1A)

- Touch screen - The system shall be keyboard and mouse free. The only user interface will be a highly durable touch screen monitor. This display screen should be able to handle a high volume of transactions through the system on a daily basis. Transactions per machine may reach 500 per day. The screen shall be a minimum of 15 inches as measured diagonally.

- Physical environment – The system shall have prominent/clear markings as to what the device is to be used for including the US-VISIT logo.

- Quality biometrics – The capturing of the highest quality biometric is extremely important to recording a successful exit event with the US-VISIT program. After the user places a finger on the fingerprint capture device, the system will use an auto capture method to retrieve the highest quality print within a five second span. This will be repeated for both left and right index fingers. It is intended that the system accept the best print in a five second span even if repeatedly presented with poor quality images. During the capture of fingerprints the index finger is considered the default in the data record.

In an assisted scenario, use of an alternate finger other than the index finger shall be recordable. (REQUIREMENT FOR FUTURE PHASE - NOT PHASE 1A)

If the user cannot present the index finger, then the application must have a path for other choices. (REQUIREMENT FOR FUTURE PHASE - NOT PHASE 1A)

- Document scanner – The client will have the ability to obtain the biographical information contained on the travel document presented by the traveler. The client will be able to read and store the biographical data stored inside the machine readable zone (MRZ) of the presented document. If possible, the data captured from MRZ shall be parsed locally on the workstation and the traveler's name presented for confirmation of proper document read. The Government will provide the parsing routines and any subsequent updates.

  If the document can not be read by the document scanner (e.g. oversized), user is provided a manual data entry screen to enter visa biographic data including: (1) Surname; 2) Given Name; 3) Gender; 4) Date of Birth; 5) Nationality.
  (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

- User friendliness – The system shall be developed to support many different educational level users. The system shall be able to guide the user through the proper capture of the travel document information using a scan of the biographical travel document presented by the user; the proper capture of biometric images and how to handle the exception processing. The system shall be made to support the English language only with no future scalability for international languages. The system shall need to rely on the use of pictorials versus text as most users will not speak/understand the English Language. Use of the system must be intuitive for travelers which do not speak/understand English. Users must be able - through visual cues - perform the following actions:
  - orient and insert the travel document correctly;
  - understand when the document has been successfully read:
  - correctly place the proper finger (left/right) on the finger print scanner;
  - understand when the fingerprint has been successfully captured;

  - re-scan the document if necessary up to three attempts;
  - if document can not be read after three attempts, user is provided a manual data entry screen to enter visa biographic data including: (1) Surname; 2) Given Name; 3) Gender; 4) Date of Birth; 5) Nationality.

  (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

- The workstation shall be robust to handle a high volume of transactions processed on a daily basis. Transactions per machine may reach 500 per day.

- Installation services – The workstation shall be installed into the appropriate locations as established by the US-VISIT office, TSA, and airport authorities.

- Unless otherwise discussed, the client shall adhere to all IDENT specifications. These are described in the attached documents.

- Testing – The workstations shall go through rigorous documented testing procedures. A testing lab is suggested to full test the system prior to implementation; however the lab shall be dedicated to Increment 1 functionality. Advanced technologies for future increments will be prototyped and tested for US-VISIT by other means. (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

- Maintenance O&M Support – The system (hardware and software) shall be covered under a maintenance contract to provide support 24 hours a day 7 days a week with 4 hour response time to resolve hardware/software failures or problems. (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

- There is no requirement for a formal training program. The contractor shall provide documentation for attendant procedures to operate and secure the workstation, extract data, handle errors, and how to coordinate needed support and maintenance. In addition, the client software shall have a "training mode" than can be used during training that does not create a production transaction. (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

4. Central Server Design

- The ultimate architecture design for this implementation is left to the contractor, however a central connection back to IDENT server is an alternative that should be strongly considered. For this alternative, one on-site server would be responsible for compiling the sites transaction files and creating an IDENT transaction.

  The advantages of this design include:

  - Mechanism for confirmation of records sent to and received by the IDENT system
  - Client software "pushes" (e.g. parsing routine updates)
  - Local reporting tool for site specific issues and problems
  - Configuration management tool for anti-virus updates, software updates and security patches

  (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

5. Outputs

- Transaction file – There shall be a file for each transaction that is processed through the device. This file shall contain:

- Two flat 500x500 fingerprint image WSQ files. These shall be marked as to which finger they represent.
- Transaction ID number – A number that will be unique to all other transactions.
- Time stamp- the time that this record was completed and submitted for processing
- Workstation Location ID – An ID that would contain the unique location that the submission occurred
- Fingerprint quality score – A local scoring mechanism should be transmitted from the workstation
- Biographic data elements- The parsed data elements from the presented travel document machine readable zone (MRZ)

6. Data Communications

- A technical survey shall be completed to determine the best locations for data communication within the acceptable locations behind the TSA Checkpoints
  - User convenience and circulation needs to be considered in the placement of the workstations
  - Terminals will be placed either at or after current TSA checkpoint locations (must be accessible to persons after they have cleared security)
  - Electrical power
  - Access to data communications
  - Airport Authority approval

- Data Transmission

  - Off-line Processing - If data communications are not available then the workstation shall have the technical capability to store the data collected locally and provide a workstation assistant triggered operation to extract the data once every 24 hours from the workstation to an electronic media for manually loading into the IDENT system at another location. It is not the responsibility of the development contractor to perform the data extraction on a daily basis, only provide the capability so another entity can easily and efficiently extract the data. Note: The off-line processing capability is seen as only a temporary solution implemented at the US-VISIT program office discretion until data communication capability is available or as a backup for data communications failures.

  - It is expected that network resources will be available at the data center in Rockville MD including TCP/IP support that will be the subject of further technical meetings. Other than the connection to IDENT, it is desired to use DHS communications resources so "manually loading into the IDENT system at another location" during off-line processing is likely to occur via

connections available at FIS locations which will use encrypted transport mechanisms for security.

- On-line Processing - If data communication capability is available then the data shall be transmitted immediately after collection to the IDENT system. The length of time to transmit from the local workstation to IDENT system can be dependent on the bandwidth installed (56K, T1, etc.) and architecture selected. Maximum time to transmit from the workstation to the IDENT system shall be no more than five (5) minutes per transaction. (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)
- Network failover issues are minimal and implementation of such will be at the discretion of the contractor. If servers are unavailable data must be stored locally on the workstation until network restoration, then transmittal will continue.

- Total transaction size is approximately 30KB per transaction. This consists of two single fingerprint images and associated biographic and transaction data. This traffic is transmitted from the terminal to the central server or alternative architecture. The central server or alternative architecture will then transmit this to the IDENT system. The vast majority of this traffic is one way (terminal to server to IDENT system).

- Connection to the DHS core network (REQUIREMENT FOR FUTURE PHASE - NOT PHASE 1A)

7. Data Retention

- Off-line Processing – If data communications are not available, then the data collected shall be retained until the data is extracted from the workstation to an electronic media for manually loading into the IDENT system. Data can be deleted after extraction from the workstations to an electronic media and successful transmission confirmation is received from central server.

- On-line Processing – If data communications are available, then the data shall be retained until it is successfully transmitted to the IDENT system. If a central server approach is implemented, the IDENT system can provide confirmation back to the central server after successful transmission. If architecture is selected, then alternative methods of confirmation must be developed and implemented. Data can be deleted after confirmation of receipt is received from the IDENT system. (REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

8. Security

8.1. Physical

- CPU must be secured in a locked cabinet/pedestal.
- Two keys for each lock shall be provided at Government acceptance
- Only the touch-screen and card-reader/scanner shall be accessible by the user.
- A DHS approved warning banner shall be displayed on the first screen prior to accessing the Exit functionality.
- The cabinet/pedestal securing the CPU must be resistant to food and beverages

- Terminal shall have proper SBU stickers/labels.
- Documented contingency plans shall be in place for the system.
- The cabinet/pedestal must be theft resistant and anchored to floor as airport authorities allow
- Accepted property management guidelines shall be adhered to. At the very least, the CPU of the kiosk shall be entered into the appropriate property management database prior to implementation.

(REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

8.2. Network

- All data transmissions shall be encrypted in accordance with FIPS.
- Local data storage shall be encrypted and signed in accordance with FIPS.
- If needed, administrative remote access must be secured.

- Port security shall be implemented.
- All network communications must be authenticated - both client and server must authenticate each other.
- Network access controls/policies must be in place to only allow access to/from the server.

(REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

8.3. Operating Systems

- Anti-virus software must be installed and activated.
- Security patches shall be installed.
- A list of privileged accounts must be documented and maintained.
- Controls must be in place to distinguish public users from privileged accounts.
- Identification and Authentication must be in place for privileged accounts in accordance with DHS policy.

- An audit trail shall be in place to track the actions of privileged accounts.

- Updates to anti-virus software shall be automated.

(REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

8.4. Application

- Users shall only have access to needed Exit capabilities.
- Controls must be in place to prevent direct user access to the Operating System.
- The application must run as a non-privileged account.

- System shall boot directly into the Exit application.

(REQUIREMENTS FOR FUTURE PHASE - NOT PHASE 1A)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO. 045	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 17 701 South 12th Street Arlington, Virginia 22202	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) -13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 7,473,849.21

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr Manager of Contracts 703-413-3013	Valoree S. Lilley - Contracting Officer (571-227-3834)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Valoree S. Lilley (Signature of Contracting Officer)	12/16/03

The purpose of this modification is as follows:

1. Accept and incorporate Unisys proposals.
2. To make administrative corrections.
3. Establish Administrative SRs.
4. To obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposals:

a. AUSCIO-160, TMSARM
*Revised Cost Proposal V2.0 dated 30 October 2003
Clarification Request Response dated 24 October 2003
Technical Proposal V1.0 dated 18 August 2003
*The Government accepts FY03 costs only in the Firm Fixed Price amount of $137,487.12.. FY04 and FY05 costs are not accepted.

b. TSA-HQ-013, BRU-002, FRA-001, SIN-001 International Site Surveys and Designs
Cost Proposal V1.0 dated 20 May 2003
Technical Proposal V2.0 dated 10 September 2003
Clarification Request E-mail Response dated 10 October 2003

c. TSIS-004, Interim TSA Operations Center (ITOC)
Cost Proposal V2.0 dated 13 May 2003
Technical Proposal V2.0 dated 13 May 2003

d. Contract Modification 018 accepted and incorporated WO 005 SOO Applications. The dates of the accepted Cost and Technical Proposals were incorrectly identified in Contract Modification 018 and should read as follows:

WO 005 SOO Applications
Cost Proposal TSAITMS SOO #0005 V3.0 dated 11 June 2003
Technical Proposal TSAITMS SOO #0005 V3.0 dated 14 March 2003 and Technical Proposal Change Pages
TSAITMS V2.1 dated 11 June 2003
Clarification Request Response dated 11 June 2003

2. Administrative Corrections:

Contract modification 028 re-allocated funds on the ITMS contract. Attachment 1 to Contract Modification 028 contained typing errors The correct PR Number for Item 19 should read 03-011-110 vice 03-11011-. Also the correct "FROM SR# SR TITLE" for Item 044 should read MSPPO-051/Primavera Pilot. The below chart is provided for clarification.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
19	#011	2	03-011-110	AUSCO-023/Site Prep	$299,112.00	2	MSPPO-035/041/057 On-site Field Coordinators Travel/ODC	$299,112
44	#011	5	03-011-110	MSPPO-051/Primavera Pilot	$643,678.00	8	SR#TBD Deloitte Site Transition From Reston	$643,678

3. Establish Administrative SRs:

The following Administrative SRs have been established:

ADMIN-001: Established for Service Orders for LAN/WAN requirements for non airport/FSD sites such as Crystal Drive, ONRA, and CTO.
ADMIN-002: Established for Service Orders for office automation and communication requirements for Mission Support Cent

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CAO-013	2	ADMN-002	MSC Office Automatio & Communication	$77,472.00	05AD000000/2004/583CMSCA91/3C2010000/25305 (F)
PREQ-04-CAO-015	2	AUSCIO-192	Mission Support Center Site Survey	$17,022.00	05AD000000/2004/583CMSCA91/3C2010000/25305 (F)
PREQ-04-CIO-003	8	AUSCIO-256	Applications Management	$300,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-028	9	ADMIN-DHS-ST	S&T Seat Equipment	$25.00	05ADR00000/2004/102ECIOR23/3E50000000/25305 (F)
PREQ-04-CIO-030	2	HQCIO-008	On-Site Security Specialists Recurring T&M Labor	$268,202.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	4	AUSCIO-040	WO#4 SOO Recurring T&M Labor	$1,083,333.33	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	1	WO#1 SOO	WO#1 SOO Recurring T&M Labor	$1,170,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	2	AUSICO-159	TSA Joint Command at Cabot Tech 24X7 Recurring T&M Labor	$280,294.88	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	2	HQCIO-024	TSA Joint Command at Cabot Tech Recurring T&M Labor	17,796.24.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-042	2	ADMN-002	MSC Office Automatio & Communication	$36,000.00	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-043	2	Various SO	HQ Software IMACs	$10,000.00	05ADR00000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-044	2	AUSCIO-023	Airport/FSD Site Preps	$4,231,500.00	05AV000000/2004/1C3ECIOB12/2B0000000/25305 (F)
			Subtotal	$7,473,849.21	

4. The total funded amount of the task order has increased by $7,473,849.21 from $345,415,683.49 to $352,889,532.70. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO. 046	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 17 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 7,491,645.45

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[X] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

CONTRACT MODIFICATION 045 IS CANCELLED AND REPLACED WITH CONTRACT MODIFICATION 046.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-419-3018	Valorie S. Lilley - Contracting Officer 571-227-3334)
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

The purpose of this modification is as follows:

1. Accept and incorporate Unisys proposals.
2. To make administrative corrections.
3. Establish Administrative SRs.
4. To obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposals:

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Clarification Request Response dated 24 October 2003
Technical Proposal V1.0 dated 18 August 2003
*The Government accepts FY03 costs only in the Firm Fixed Price amount of $137,487.12. FY04 and FY05 costs are not accepted.

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Clarification Request E-mail Response dated 10 October 2003

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Cost Proposal V2.0 dated 13 May 2003
Technical Proposal V2.0 dated 13 May 2003

d. Contract Modification 018 accepted and incorporated WO 005 SOO Applications. The dates of the accepted Cost and Technical Proposals were incorrectly identified in Contract Modification 018 and should read as follows:

WO 005 SOO Applications
Cost Proposal TSAITMS SOO #0005 V3.0 dated 11 June 2003
Technical Proposal TSAITMS SOO #0005 V3.0 dated 14 March 2003 and Technical Proposal Change Pages
TSAITMS V2.1 dated 11 June 2003
Clarification Request Response dated 11 June 2003

2. Administrative Corrections:

Contract modification 028 re-allocated funds on the ITMS contract. Attachment 1 to Contract Modification 028 contained typing errors The correct PR Number for Item 19 should read 03-011-110 vice 03-11011-. Also the correct "FROM SR# SR TITLE" for Item 044 should read MSPPO-051/Primavera Pilot. The below chart is provided for clarification.

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ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
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PREQ-04-CAO-015	2	AUSCIO-192	Mission Support Center Site Survey	$17,022.00	05AD000000/2004/5B3CMSCA91/3C2010000/25305 (F)
PREQ-04-CIO-003	8	AUSCIO-256	Applications Management	$300,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-029	9	ADMIN-DHS-ST	S&T Seat Equipment	$25.00	05ADR00000/2004/102ECIOR23/3E50000000/25305 (F)
PREQ-04-CIO-030	2	HQCIO-008	On-Site Security Specialists Recurring T&M Labor	$268,202.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	4	AUSCIO-040	WO#4 SOO Recurring T&M Labor	$1,083,333.33	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	1	WO#1 SOO	WO#1 SOO Recurring T&M Labor	$1,170,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	2	AUSCIO-159	TSA Joint Command at Cabot Tech 24X7 Recurring T&M Labor	$280,294.88	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-030	2	HQCIO-024	TSA Joint Command at Cabot Tech Recurring T&M Labor	$17,796.24	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-042	2	ADMN-002	MSC Office Automatio & Communication	$36,000.00	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-043	2	Various SO	HQ Software IMACs	$10,000.00	05ADR00000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-044	2	AUSCIO-023	Airport/FSD Site Preps	$4,231,500.00	05AV000000/2004/1C3ECIOB12/2B0000000/25305 (F)
		-	Subtotal	$7,491,645.45	

5. The total funded amount of the task order has increased by $7,491,645.45 from $345,415,683.49 to $352,907,328.94. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
047	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	52404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $367,939.06

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Attached.

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)
	Valorea S. Lilley - Contracting Officer (571-227-3834)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

The purpose of this modification is as follows:

1. Accept and incorporate Unisys proposals.
2. Accept and incorporate Unisys "B" Table submission.
3. Clarify funding for DHS -125
4. To obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposals:

a. DHS-029 DHS Shared Directory Layout (DHS Forest which includes SRs DHS-021, DHS-022, DHS-023, DHS-040)
Cost Proposal V1.2 dated 19 December 2003
Technical Proposal V1.0 dated 10 October 2003
Clarification Response 2 dated 19 December 2003
Project Plan dated 26 September 2003

This effort is incrementally funded. The initial amount of $1,213,814.00 was obligated by PR 03-011-153 assigned to DHS-021 for SR Title "Forrest" via contract modification 025. Unisys is authorized to expend this amount.

b. DHS-110 V2.0 Build out 4th Fl 1120 Vermont Ave for RMTO Budget Office
Cost Proposal V2.0 dated 17 September 2003, modified 31 October 2003.

This proposal is a modification to the originally submitted SR Cost proposal, V1.1, which was accepted by the TSA Contracting Officer o 25 September, 2003. DHS-110 V2.0 incorporates the VOIP solution to the SR. The TSA Contracting Officer has accepted this proposal and it is incorporated into the contract. However, the Contracting Officer has not authorized work to begin due to the lack of funding for the modification. Unisys shall enter the CLINs into the WOS within 24 hours of this acceptance. Once funding has been made available and obligated to the task order, the Program Manager responsible for this requirement will initiate the Service Order (SO) against these CLINs based on the particular requirements of DHS.

Note: DHS-110 V1.1 dated 25 September 2003 was accepted via e-mail by the TSA Contracting Officer on 25 September 2003. For the specific DHS-110 V1.1 effort, Unisys is authorized to expend $110,000 in funds which were obligated via contract modification 025 by P 03-011-210 (This PR number was subsequently corrected to read 03-011-215 in contract mod 037).

c. AUSCIO-115 New HQ Building IT Infrastructure
Cost Proposal V5.0 dated 19 December 2003

Funding for this effort was obligated in contract modifications 028 and 040.

d MSPPO-075 High Volume Copier
Cost Proposal V3.0 dated 09 December 2003

Funding for this effort was obligated in contract modification 040. Funding will be added as additional copiers are ordered.

e. AUSCIO-235 Mod 1 ONRA Colorado Springs Site Preparation and White Package Deployment
Cost Proposal V1.1 dated 16 December 2003

Funding for this effort was obligated in contract modification 022 via PR 03-011-167 in the amount of $1,445,044.25 assigned to SR "Various SO/SRs" for Service Request Title LAN/WAN. Contract modification 028 reduced the PR amount by $843,805 leaving $601,239.25 on PR 03-011-167 of which $199,299.00 is hereby made available for this effort.

f. E-Mail Request of 05 September 2002, AUSCIO-147 and AUSCIO-174
Cost Proposal Wireless Services V9.0 dated 17 December 2003*
Wireless (BEC) Clarification Response V8.0 dated 17 December 2003

*The Government does not accept CLIN 33532AE Tier 4 Handset Replacement. The Contractor shall provide a revised proposal. Funding for this effort was obligated in the amount of $750,000.00 via contract modification 037 under SR# AUSCIO-174 entitled Blackberry. Funding will be added as additional requirements are ordered.

2. Accept and incorporate Unisys "B Table" submission dated 29 December 2003.

[illegible] established on contract modification 022 in the bulk order funding

4. Obligation Funding: The following funds are obligated for the specified Service Request Numbers as indicated in Attachment 1.
Attachment 1: Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-046.1	2	ADMIN SR #TBD	FSD IT Seats-Recuring Equip Costs & One Time Charges	$122,450.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-047.1	2	ADMIN SR #TBD	HQ IT Seats-Recuring Equip Costs & One Time Charges	$242,000.00	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-050	1	AUSCIO-112	Spot Chillers	$3,489.06	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
			Subtotal	$367,939.06	

5. The amount of the Task Order Contract in increased by $367,939.06. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
049	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Admin, Office of Acquisition. TSA HQ - West Bldg, Fourth Fl - 455S 601 South 12th Street, Arlington, VA 22202-4220		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

Not Applicaple

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Milestone schedule set forth in modification by mutual agreement with the contractor.

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Unisys Corp Michael L Simmons Sr. Manager of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELAINE DUKE	
15B. CONTRACTOR/OFFEROR Michael L Simmons (Signature of person authorized to sign)	15C. DATE SIGNED Dec 24 2003	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 21 Dec 03

PURPOSE

The purpose of this modification is as follows:

1. To accept US Visit proposal in response to SR request number USVISIT-001.

MODIFICATION

1. The following proposal is hereby accepted and incorporated by reference:

SR Request Number	Title	Date
USVISIT-001	Air Exit Increment 1, Technical Proposal	21 November 2003
USVISIT-001	Customer Copy Cost Proposal V4.11	23 December 2003

2. The following question and answer documents and correspondence are incorporated by reference:

Title	Description
Proposal Q_A 3.0.doc	Response to Anne McEvoy's E-mail Entitled *Further Clarification Questions* dated November 13, 2003
Proposal Q_A 4.0.doc	Response to Anne McEvoy's E-mail Entitled *Further Clarification* dated November 13, 2003
Proposal Q_A 5.0.doc	Response to Anne McEvoy's E-mail without a Subject dated November 17, 2003
	Marlene Emmons letter to Anne McEvoy dated December 10, 2003 responding to TSA's requests dated November 7, 2003 and December 4, 2003

3. In accordance with FAR 52.227-14 Rights in Data - General the Government shall have Unlimited rights to the software developed for the US Visit effort

4. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
050	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data Increase $ 4,730,357.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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)
Marlene L. Simmons Sr. Manager of Contracts 703-610-3013	Megan R. Dake - Contracting Officer (202-397-4374)

The purpose of this modification is to obligate funding as follows:

MODIFICATION:

1. Obligation funding. The following funds are obligated for the specified Service Request Numbers as indicated in Attachments 1:

Attachment 1. Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO#	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-072	1	MSPPO-027	Full ITMS Deployment-Systems Support (FPL)	$1,766,648.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305
PREQ-04-CIO-072	1	MSPPO-027	Full ITMS Deployment-PMO C5151 (FPL)	$2,213,709.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305
PREQ-04-CIO-051	9	ADMIN-DHS-001	DHS office automation & communication reqts	$ 750,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305

2. The total funded amount of the task order has increased by $ 4,730,357.00 from $353,275,268.00 to $358,005,625.00. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO. 051	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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) Valoree S. Lilley - Contracting Officer (571-227-3334)
15B. CONTRACTOR/OFFEROR / 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA / 16C. DATE SIGNED

The purpose of this modification is to recognize an Incentive Bonus Award:

MODIFICATION:

1. Incentive Award Bonus Recognition:
CLIN 50000AG Deployment Completion Bonus: Per the Criteria for Success proposal incorporated into the Task Order via contract modification 004 and modified by contract modification 031, Unisys is awarded under CLIN 50000AG for Deployment Completion Bonus the amount of [redacted] The issuance of this modification increases the bonus amount from $[redacted] to a total of $[redacted] and finalizes the total funds to be made available for the Deployment Completion Bonus. No further funding will be awarded under the Deployment Completion Bonus. Unisys may invoice the Government for the amount of [redacted] b4

2. Funding was previously obligated for this effort and this results in no change in the total amount of the Task Order Contract. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. 052	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Contuation Page.

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)
Marlene L. Emmons Sr. Manager of Contracts 703-419-1018	Valoree S. Lilley - Contracting Officer (571-227-3834)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	12/31/03	BY (Signature of Contracting Officer)	12/31/03

The purpose of this modification is to reallocate funding as follows:

MODIFICATION:

1. Funding Reallocation:
Funding is to be reallocated FROM the designated SR# and Title TO the specified SR# and Title. This reallocation results in no change the funding of a specific PR or in the total overall Task Order Funding.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#022	2	PR 03-011-168	DELL GFE Reimaging	$ 963,312.00	2	GFE Field Seats	$963,312.0
2	#022	2	PR 03-011-168	18 CCONUS sites	$ 156,627.00	2	TSA-HQ-013 Intl Site Survey	$156,627.0

2. The funded amount of the Task Order Contract has not changed. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
053	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Milestone schedule set forth in modification by mutual agreement with the contractor

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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.

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christopher E. Zelenik / Contracting Officer (571-227-1505)	
		16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 1-14-04

PURPOSE:

The purpose of this modification is to obligate funds for USVISIT-001.

MODIFICATION:

1. The not to exceed amount is hereby increased by $1,000,000 from $3,725,000 to $4,725,000. In accordance with the limitation of fund clause, the contractor shall notify the Contracting Officer when it anticipates reaching 75% of the not to exceed amount. It should be noted that this amount is exclusive of the 45 kiosks purchased via contract modification 036 and its corresponding service order.

2. Funds in the amount of $1,000,000 are hereby obligated to the contract.

3. The Accounting and Appropriation Data (Standard Form 30, Block 12) is as follows:

PR Number	WO #	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-053	10	USVISIT-001	US Visit	$1,000,000.00	05ADR00000/2004/102ECIOR18/3E50000000/25305 (F)
			Total	$1,000,000.00	

4. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO. 054	3. EFFECTIVE DATE See Block 16C.	P34 N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $682,294.77

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Contuation Page.

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)
Marlene L. Emmons, Senior Manager of Contracts Unisys Corporation 703-419-3018	Valoree S. Lilley - Contracting Officer (571-227-3834)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[signature]		[signature]	

PURPOSE:
The purpose of this modification is to reallocate funding as follows:

MODIFICATION:

1. Administrative Correction to Mod 047.
2. To deobligate funding.
3. To obligate funding.

1. Administrative Correction to Contract Modification 047: Paragraph 4 of contract modification 047 obligated PR PREQ-04-CIO-050 for Spot Chillers in the amount of $3,489.06. The Service Request (SR) number is corrected to read AUSCIO-012 vice AUSCIO-112.

2. Deobligate Funding: The following funds obligated via contract modification 029 are hereby deobligated:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
03-06-023	5	SR TBD	IRB Review	$50,000.00	05X0508500/2003/101BEEO000/1B0000000/25305
			Total	$50,000.00	

3. Obligate Funding: The following funds are obligated for the specified Service Request Numbers as indicated in Attachment 1.

Attachment 1: Accounting and Appropriation and Accounting Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-049	1	HQCIO-002	Lan Integration Engineer T&M	$365,758.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-060	1	AUSCIO-087	MSPPO Rent-Facilities	$12,312.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-065	1	AUSCIO-114	TSA Connectivity INS Backbone/Recurring Equip Costs	$18,950.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-065	1	AUSCIO-114	TSA Connectivity INS Backbone/T&M Labor	$3,723.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-066	1	AUSCIO-145	LMS TSA HQ Connectivity to Reston/Recurring Equip Cost	$2,160.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-066	1	AUSCIO-145	LMS TSA HQ Connectivity to Reston/T&M Labor	$1,103.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-070	1	HQCIO-017	VOIP Recurring T&M	$60,861.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-070	2	AUSCIO-258	GFE VOIP Managed Services FFP Equip	$4,810.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-070	2	AUSCIO-258	GFE VOIP Managed Services - T&M Labor	$4,535.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-081	9	DHS-003	Near Term Defense Message System	$2,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
PREQ-04-CIO-082	9	ADMIN-DHS	Nextel Wireless Managed Services	$70,965.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
PREQ-04-CIO-091	1	MSPPO-028	TRACE - Heightened TSA Alert	$21,340.50	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-TSI-002	1	MSPPO-028	TRACE- Heightened TSA Alert	$39,256.52	05IN000000/2004/602DTSIC00/2D12000000/25100 (F)
PREQ-04-CIO-092	1	HQCIO-035	Site "B" Operational Check	$73,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-TSI-001	1	TSIS-004	Interim TSIS Operation Center	$7,530.00	05IN000000/2004/602DTSIC00/2D12000000/25305 (F)
PREQ-04-CIO-095	3	WO=03	Wireless/Mobile Training Staff Cell Phones	$17,250.00	05AV000000/2004/10BECIOB11/2B0000000/25305 (F)
PEQ-04-CIO-008	2	AUSCIO-115	Verizon Blog/Recurring Equip Costs	$26,570.75	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)

4. The funded amount of the Task Order Contract has increased by $ 682,294.77 from $359,005,625.00 to $359,687,919.77. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-HS	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PRJ. N/A	5. PROJECT NO. (If applicable)
055	See Block 16C.		

6. ISSUED BY CODE	IFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation . Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13) 13 August 2002
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. INCREASE $13,067,893.05

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor | X | is not | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)
Marlene L. Simmons, Senior Manager of Contracts Unisys Corporation 703-413-2015	Megan R. Dake Contracting Officer 202) 997-4374

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY Megan R. Dake	15 Jan. '04

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals;
2. To obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposals:
   a. AUSCIO-191 TSA Self Assessment Risk Module (TSARM)
      Cost Proposal dated 12 January 2004
      Technical Proposal V4.0 dated 09 January 2004

   b. AUSCIO-235 Mod 2 ONRA Colorado Springs Site Preparation and White Package Deployment
      Cost Proposal V1.2 dated 09 January 2004

2. Obligation Funding: The following funds are obligated for the specified Service Request Numbers as indicated in Attachment 1 on pag 3 of this modification.

3. The funded amount of the Task Order Contract has increased by $13,067,893.05 from $359,687,919.77 to $372,755,812.82. All othe terms and conditions remain unchanged.

Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
EQ-04-CIO-080	2	ADMIN-HQ-001	Copier Overage Coverage	$605,458.00	05AV000000/2004/1C3ECIOB11/3E50000000/25305 (F)
REQ-04-CIO-083	9	DHS-148	SO's for Phase 2 of Vermont 4th Floor	$91,072.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-084	9	AUSCIO-056	Network Equipment for new DHS Headquarters	$5,866,450.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-085	9	DHS-044	DHS Stand-up of 7th & D Location	$1,970,004.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-086	9	DHS-108	Build-out of 3rd Floor of 7th & D Street	$153,357.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-087	9	DHS-038	DHS Standup of NAC, Bldg 7	$22,470.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-088	9	DHS-069/70/71/72	NAC Bldg 7 IT Expansion Effort	$20,913.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-089	9	DHS-067	IT Equipment for TOPOFF 2 Exercise	$36,960.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-090	9	ADMIN-DHS-BTS	BTS PMO Space	$120,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-093	9	DHS-029	DHS Active Directory/Forest	$3,898,623.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
REQ-04-CIO-094	3	TSA-0201-025	LMR Repeaters	$282,586.05	05AV000000/2004/1C3ECIOB10/3E50000000/25305 (F)
			Subtotal	$13,067,893.05	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-HS	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO. 056	3. EFFECTIVE DATE See Block 16C.	P.R.# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
		10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $9,433,452.99

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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) Valoree S. Lilley – Contracting Officer (571-227-3834)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

PURPOSE:

The purpose of this modification is to:

1. Make administrative corrections.
2. Obligate funds.

MODIFICATION:

1. Administrative Corrections:

A. Contract Modification 034, the accounting data for PREQ-04-RES-003 is corrected to read as follows:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-RES-003	1	AUSCAO-073	IT Equip for Crystal Park	$9,500.00	05AD000000/2004/5A3CRESA41/3C2500000/21050 (F)

B. Contract Modification 043, the PR number for PREQ-04-CIO-027 is corrected to read PREQ-04-CIO-037:

PR Number	WO #	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-037 vice PREQ-04-CIO-027	5	MSPPO-051	Primavera	$88,400.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)

2. Obligation funding: The following funds are obligated for the specified Service Request Number as indicated in Attachments 1 and 2 this modification.

Attachment 1: Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-062	1	HQCIO-024	Cabot Tech Recurring Equip	$188,400.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-062	1	HQCIO-024	Cabot Tech Fixed-Labor	$221,402.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-062	1	HQCIO-024	Cabot Tech T&M	$360,500.00	05AD000000/2004/5C3ECIOB19/3500000000/25305 (F)
PREQ-04-CIO-062	1	HQCIO-024	Cabot Tech ODC	$84,454.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-063	1	AUSCIO-072	COOP Telecom Support Price Recurring Equip	$3,630.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-063	1	AUSCIO-072	COOP Telecom Support T&M Labor	$38,290.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-CIO-04-063	1	AUSCIO-072	COOP Telecom Support ODC	$21,929.00	05AD00000/2004/5C3ECIOB19/3E500000000/25305 (F)
PREQ-04-CIO-063	1	HQCIO-025	Cabot Tech Project Support T&M Labor	$166,758.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-063	1	AUSCIO-159	Joint Command Cabot Tech T&M Labor	$350,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-063	1	AUSCIO-159	Joint Command Cabot Tech ODC	$23,970.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-063	1	AUSAVO-017	Telecom for TSACC/NCRCC Equipment	$29,351.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-064	1	WO#1 SOO	Work Order #01 Managed Services T&M	$3,245,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
			Subtotal	$4,733,684.00	

Attachment 2: Accounting and Appropriation Data (Standard Form 30, Block 12).

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-073	1	AUSCIO-066	White Package Connectivity Recurring Equipment	$9,503.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-071	5	AUSCIO-039	Oracle Enterprise License	$10,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-079	2	MSPPO-041	Airport IT Contractor Staff (9)	$417,784.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-079	2	MSPPO-035	Airport IT Contractor Staff (31)	$1,214,758.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-079	2	MSPPO-057	Airport IT Contractor Staff (057)	$1,658,231.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-079	2	MSPPO-041, 035, 057	Airport IT Contractor Staff On-site Travel (ODC)	$75,000.00	05AD000000/2004/5C3ECIOB20/33E5000000/25305 (F)
PREQ-04-CIO-096	3	Wireless	Wireless Solution-IA Cell Phones	$20,775.00	05AD000000/2004/5C3ECIOB17/3E50000000/25305 (F)
PREQ-04-CIO-099	9	ADMIN-DHS	DHS Office Automation SO's	$500,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
PREQ-04-CIO-100	3	Wireless	Wireless Solution-HQ/FSD Cell phones/pagers	$300,000.00	05AD000000/2004/5C3ECIOB17/3E50000000/25305 (F)
PREQ-04-AOP-063	1	AUSCIO-403	Foreign Cockpit Crew Verification ATP	$10,000.00	05AV0000000/2004/1C2BINPA81/2B0000000/25305 (F)
PREQ-04-TQP-653	5	AUSCIO-082	LMS Mod 2	$414,257.35	05AD00000/2004/5D3ATQPS21/3A101000000/25305 (F)
PREQ-04-TQP-814	5	AUSCIO-392	X-Ray Tutor	$8,000.00	05AV000000/2004/1B3ATQPA12/3A110000/25704 (F)
PREQ-04-TSI-003	1	MSPPO-028	TRACE 24X7	$61,460.64	05IN000000/2004/602DTSI000/2D12000000/25100 (F)
			Subtotal	$4,699,768.99	

3. The funded amount of the Task Order Contract has increased by $9,433,452.99 from $372,755,812.82 to $382,189,265.81. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-E3	PAGE OF PAGES 1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
057	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	52404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13) 13 August 2002
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. INCREASE $ 6,108,634.74

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
	Valorey S. Lilley – Contracting Officer (571-227-3334)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY [signature]	8/5/02

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Make administrative corrections.
3. Reallocate funding.
4. Obligate funds.

MODIFICATION:

1. Accept and incorporate by reference the following Unisys proposal submissions.

a. ONRA-019, ONRA LAN Expansion Site Prep
Cost Proposal V1.0 dated 08 December 2003
Statement of Work dated 08 December 2003
Technical Proposal V2.0 dated 08 December 2003
Note: This proposal was accepted by the TSA Contracting Officer via email on 17 December 2003.

b. AUSCIO-023, MSC Atlanta (MSC) Site Prep
Cost Proposal V.10 dated 21 January 2004

c. AUSCIO-023, MSC Irving (MSC) Site Prep
Cost Proposal V1.0 dated 21 January 2004

d. MSPPO-028, TRACE MOD 1
Cost Proposal V2.5 dated 09 February 2004
Technical Proposal V2.0 dated 09 February 2004
Clarification MSSPO-028 Mod 001 dated October 2003
Clarification TRACE Mod 001 dated 02 December 2003
Clarification Mod 001 8-10 dated 05 February 2004
Clarification CR8 Response dated 05 February 2004

2. Administrative Corrections: The below administrative corrections result in no change in the total funding of a specific PR or in the total overall Task Order funding.

A. Contract Modification 022, the SR Title for PR 03-FIN-0028 is corrected to read HQCIO-023 in lieu of AUSCIO-023.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	2	03-FIN-0028	AUSCIO-023: LAN/WAN Infrastructure to Baggage Inspection Areas/Install Kronos Badge Terminals at BWI	$175,210.00	6	ADMIN KRONOS [LAN/WAN Infrastructure to Baggage Inspection Area/Install Kronos Badge Terminals at BWI]. This ADMIN SR is pending finalization.	$175,210.00

B. Contract Modification 025, the SR Title for PR 03-011-205 is corrected to read DHS-078 In-Flow/Out-Flow in lieu of DHS 078 Personnel/Asset Management.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
25	3	03-011-205	DHS-078 Personnel/Asset Management	$75,000.00	9	DHS-078 In-Flow/Out-Flow	$75,000.00

C. Contract Modification 040, the SR title for PREQ-04-CAO-002 is corrected to read ADMIN-AO-MSC in lieu of Large Multifunctional Network Copier With 11" X 17" Printer Capacity.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
40	2	PREQ-04-CAO-002	360068A/Large Multifunctional Network Copier With 11" X 17" Printer Capacity	$8,115.96	2	ADMIN-OA-MSC, MSC Office Automation and Communication Requirements. This ADMIN SR is pending finalization.	$8,115.96

3. Reallocation of Funding: Fund as indicated below is to be reallocated FROM the designated SR# and SR Title TO the specified SR# and Title. These reallocations result in no change in the total funding of a specific PR on in the total overall Task Order funding.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22 to 57	4	03-011-149	AUSCIO-184 Organizational Development/Human Capital	$75,778.00	4	AUSCIO-040/IT Enterprise Architecture	$75,778.00

4. Obligation funding: The funds are obligated for the specified Service Request Number as indicated in Attachment 1 on page 4.

5. The funded amount of the Task Order Contract has increased by $6,108,634.74 from $382,189,265.81 to $388,297,890.55. All other terms and conditions remain unchanged.

Attachment 1: Accounting and Appropriation Data (Standard Form 30, Block 12):
The following Administrative SRs are pending finalization: ADMIN-OA-FSD, ADMIN-IMAC-FSD.

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-OMB-004	5	HQCIO-019	TSA CRC Call Center	$300,000.00	05X0508140/2004/5AIGOMB000/1G00000000/25305 (F)
PREQ-04-CIO-068	2	ADMIN-OA-FSD	Red Pkg/FSD Seats Recurring Equipment Costs	$186,500.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-068	2	ADMIN-OA-FSD	Red Pkg/FSD Seats ODCs	$300,000.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-068	2	ADMIN-IMAC-FSD	FSD IMAC-Recurring T&M Labor	$36,500.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-068	2	ADMIN-IMAC-FSD	FSD IMAC ODCs	$41,000.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-127	2	MSPPO-075	High Volume Copiers	$66,782.65	05AV000000/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-130	1	MSPPO-053	TSA Hosting Center Recurring Equipment	$1,269,331.91	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-131	1	MSPPO-025	TSA HQ Infrastructure Recurring Equip	$539,742.78	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-131	1	MSPPO-025	TSA HQ Infrastructure Recurring T&M Labor	$5,969.07	05AD000000/2004/5C3CIOB19/3E500000000/25305 (F)
PREQ-04-CIO-132	1	MSPPO-046	NCIC/LEMS Recurring Equip	$350,762.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-132	1	MSPPO-046	NCIC/LEMs Recurring T&M	$569,665.80	04AD000000/2004/5C3ECIOB19/3E50000000/35305 (F)
PREQ-04-CIO-132	1	MSPPO-046	NCIC/LEMS ODCs	$146.09	04AD000000/2004/5C3ECIOB19/3E50000000/35305 (F)
PREQ-04-CIO-136	5	AUSCIO-017	Oracle Enterprise License Recurring Equip	$1,875,977.42	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-137	1	AUSCIO-087	MSPPO Facilities Rent ODC	$237,387.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-138	2	AUSCIO-008	Security Engineer Services Recurring FP Labor	$122,117.13	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-143	1	MSPPO-020	Communication Operations Recurring FP Labor	$103,769.75	05X0508140/2004/1C3ECIOB13/3E50000000/25305 (F)
PREQ-04-SMA-014	8	AUSCIO-191	TSA Self Assessment Risk Module	$63,000.00	05X0508140/2004/5A1ESMAA90/1E4000000/25305 (F)
PREQ-04-TQP-817	1	AUSCIO-392	X-Ray Tutor S/W Testing	$39,983.14	05AV000000/2004/1B3ATQPA12/3A1100000/25704 (F)
			Subtotal	$6,108,634.74	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 058	3. EFFECTIVE DATE See Block 16C.	PR# PREQ-04-CIO-125	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A

Transportation Security Administration
Attn: Office of Acquisition
4th Floor, TSA Routing Code 25
701 South 12th Street
Arlington, Virginia 22202

See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)
See continuation page for accounting and appropriation data. INCREASE $4,500,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual Agreement

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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) Valoree S. Lilley - Contracting Officer (571-227-3334)
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

PURPOSE:

The purpose of this modification is to obligate funds for USVISIT-001.

MODIFICATION:

1. The not exceed amount is hereby increased by $4,500,000.00 from $4,725,000.00 to $9,225,000.00. In accordance with the limitation of funds clause, the contractor shall notify the Contracting Officer when it anticipates reaching 75% of the not-to-exceed amount. It should be noted that this amount is exclusive of the forty-five (45) kiosks purchased via contraction modification 036 and its corresponding service order.

2. Funds in the amount of $4,500,000.00 are hereby obligated to the contract.

3. The Accounting and Appropriation Data (Standard Form 30, Block 12) is as follows:

PR Number	WO#	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-125	10	USVISIT-001	US Visit	$4,500,000.00	05ADR00000/2004/102ECIOR18/3E50000000/2530
			Total	$9,225,000.00	

4. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 059	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation . Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	0	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr. Manger of Contracts 703-419-3013	Megan R. Dake - Contracting Officer (202) 997-4374

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY Megan R. Dake	20 Feb. 2004

The purpose of the modification is as follows:

1. As identified in Attachment 1, funding is to be reallocated FROM the designated SR# and SR Title to the specified SR# and SR Title. These reallocations result in no change in the total funding of a specific PR or in the total overall Task Order funding.

Attachment 1: Funding Reallocation.

		FROM				TO	
PR Number	WO #	SR Number	Service Request Title	Mod Number	Amount	SR Number	Service Request Title
PREQ-04-CIO-028	9	ADMIN-DHS-ST	S&T Blackberries	042	$136,453.68	SR DHS-ST-003	SR for S&T laptops
PREQ-04-CIO-099	9	ADMIN-DHS	DHS Office Automation	056	$42,063.00	SR DHS-164*	Installation, Configuration & Testing of NAC-LAN

Note * This reallocation of funding does not constitute acceptance of Unisys' cost proposal V1.0 for SR DHS-164.

2. The funded amount of the Task Order Contract has not changed. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-h8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 060	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY	CODE JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $1,636,807.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR 43.103 (b)

E. IMPORTANT: Contractor	X	is not		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)
Marlene L. Emmons, Senior Manager of Contracts Unisys Corporation 703-419-3018	Megan R. Dake – Contracting Officer (202) 997-4374
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

PURPOSE:
The purpose of this modification is to:

1. Correct a previous modification;
2. Obligate funds.

MODIFICATION:

1. Correct modification 059 to read as follows:

PR Number	WO #	SR Number	Service Request Title	Mod Number	Amount	SR Number	Service Request Title
PREQ-04-CIO-028	9	ADMIN-DHS-ST	S&T Blackberries	042	$175,000.00	SR DHS-ST-003 and SO DHS-007	SR for S&T laptops and SO for Card Scan

2. Obligation Funding: The following funds are obligated for the specified Service Request Numbers as indicated below:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-165	9	DHS-143	Build-out for National Cyber Security Division	$189,172.00	05ADR00000/2004/102ECIOR24/3E50000000/25305 (F)
PREQ-04-CIO-171	9	ADMIN-DHS	Various SO's for IT services, communications, and equip. requirements	$947,635.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (P)
PREQ-04-CIO-172	9	ADMIN-DHS	Various SO's for IT services, communications, and equip. requirements	$500,000.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
			Total	$1,636,807.00	

2. The funded amount of the Task Order Contract has increased by $1,636,807.00 from $393,981,199.91 to $395,618,006.91. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00061	See Block 16C.		

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 36,256,840.32

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR 43.103(a)

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
Marlene L. Emmons Senior Manager of Contracts 703-413-3213	Daryl Shall Contracting Officer, 571-227-1597
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposal and the March 2004 "B" Tables.
2. Make clarifications and administrative corrections.
3. Deobligate funds as a result of negotiations on AUSCIO-353.
4. Provide incremental funding.

MODIFICATION:

1. Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submission:

   a. DHS-003, Temporary Database Analyst, Cost Proposal dated 07 January 2004 in the firm fixed price amount of $1,499.00 Funding for this effort was provided in PR 03-011-130 on Contract Modification 013 with the following appropriation and accounting data: 05X0508109/2003/102CIOR04/2E50000000/25305

   b. Accept and incorporate Unisys ITMS "B" Table Submission Amendment 12 dated 15 March 2004.

2. Clarifications and Administrative Corrections: The below clarifications and administrative corrections result in no change in the total funding of a specific PR or in the total overall Task Order funding.

   A. Contract Modification 022 obligated PR 03-011-160 funding in the amount of $2,000,000 for the AUSCIO-154 Electronic Surveillance System (ESS) Program. This funding was RESERVED at the time Contract Modification 022 was executed as Unisys was precluded from using these funds until Contracting Officer authorization. Unisys is now authorized to expend a invoice this reserved funding that was obligated for the ESS Program.

   B. Contract Modification 040: The funding and accounting data for PR PREQ-04-CIO-006 in the amount of $153,769.75 for MSPPO-020 Communication Operations is corrected to read as follows:

      OLD: 05AD000000/2004/5C3ECIOB17/3E50000000/25305
      NEW: 05AV000000/2004/1C3ECIOB13/3E50000000/25305 (P)

   C. Contract Modification 056: The funding and accounting data for PR PREQ-04-CIO-079 in the amount of $3,365,773.00 fo MSPPO-041, MSPPO-035 and MSPPO-057 are corrected to read as follow:

      OLD: 05AD000000/2004/5C3ECIOB18/3E50000000/25305
      NEW: 05AV000000/2004/1CECIOB13/3E50000000/25305 (P)

3. Deobligate Funding: Funding in the amount of $38,000 are deobligated from PR 03-CPO-012 that was obligated via Contract Modification 022. Sufficient contract funds remain available for AUSCIO-239 ($71,666.42 BITS/ANACI Database) and AUSCIO-353 ($122,859.12 for BITS II) which are the associated efforts for the Consolidated Security and Background Investigation Database.

Mod	PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
22	03-CPO-012	5	TBD	Consolidated Security & Background Investigation Database	-$38,000.00	050X0508200/2003/101CRDA10/IL00000000/25305 (F)
				Subtotal	-$38,000.00	

4. Obligation Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests as specified in Exhibits 1, 2, 3, and 4.

Exhibit 1: Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PR 04-AOP-064	7	WO#07	WO#07 SOO Managed Services Recurring T&M Labor	$2,028,575.57	05AV000000/2004/1D2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	WO#07	WO#07 SOO Managed Services Recurring T&M Labor	$21,610.47	05AV0000/2004/1CD2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	WO#07	WO#07 SOO Managed Services Recurring Equip	$540,892.00	05AV00000/2004/1D2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	WO#07	WO#07 SOO Managed Services Recurring T&M Other	$226,452.00	05AV00000/2004/1D2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	AUSCIO-002	IAC Certification Recurring T&M Labor	$295,505.00	05AV000000/2004/1D2BCARB25/2B46000000/25305(P)
PR-04-AOP-064	7	AUSCIO-002	IAC Certification Recurring T&M Other	$29,904.00	05AV0000/2004/1CD2BCARB25/2B46000000/25305(P)
PR-04-AOP-064	7	AUSCIO-002	IAC Certification ODC	$191,700.00	05AV0000/2004/1CD2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	AUSCIO-049	Known Shipper Database Recurring Equip	$246,596.00	05AV000000/2004/1D2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	AUSCIO-049	Known Shipper Database Recurring T&M Labor	$176,545.00	05AV00000/2004/1D2BCARB25/2B46000000/25305(P)
PR 04-AOP-064	7	AUSCIO-049	Known Shipper Database Recurring T&M Other	$13,963.00	05AV0000/2004/1CD2BCARB25/2B46000000/25305(P)
PREQ-04-CIO-030	1	AUSCAO-053	Crystal Park Bldg Move Recurring T&M Labor	$2,498.08	05AD000000/2004/5C3ECIOB19/3E50000000/25305(P)
PREQ-04-CIO-030	1	AUSAVO-017	Telecom for TSACC/NCRCC Recurring T&M Labor	$2,333.33	05AD000000/2004/5C3ECIOB19/3E50000000/25305(P)
PREQ-04-CIO-030	1	AUSCIO-072	Telecom for Alt HQ/COOP Recurring T&M Labor	$18,677.33	05AD000000/2004/5C3ECIOB19/3E50000000/15305(P)
PREQ-04-CIO-030	1	HQCIO-021	Red Switch-Secure Voice Recurring T&M Labor	$1,238.83	05AD000000/2004/5C3ECIOB19/3E50000000/25305(P)
PREQ-04-CIO-128	8	AUSCIO-046	E-Gov Platform 1-A Recurring Equipment	$766,168.48	05AD000000/2004/5C3ECIOB19/3E50000000/23503(P)
PREQ-04-CIO-129	8	AUSCIO-047	E-Gov Platform 1-B Recurring T&M Labor	$873,646.15	05AD000000/2004/5C3ECIOB19/3E50000000/25305(P)
PREQ-04-CIO-129	8	AUSCIO-047	E-Gov Platform 1-B Recurring ODCs	$4,122.58	05AD00000/2004/5C3ECIOB19/3E50000000/25305(P)
PREQ-04-CIO-129	8	AUSCIO-047	E-Gov Platform 1-B Recurring Equipment	$4,805,562.22	05AD00000/2004/5C3ECIOB19/3E50000000/25305(P)
			Subtotal	$10,240,990.04	

Exhibit 2:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-031	5	AUSCIO-256	AMSS Test, Integration & Promotion to Product Support	$231,166.67	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-061	2	AUSCIO-086	Deployment/Quarterly Incentive Funding	$2,000,000.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (P)
PREQ-04-CIO-067	1	MSPPO-028	TRACE Recurring Equip	$28,700.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067	1	MSPPO-028	TRACE New Equip	$6,607.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067	1	MSPPO-028	TRACE Recurring FP Labor	$7,023.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067	1	MSPPO-028	TRACE T&M Labor	$799,333.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067A	1	MSPPO-028	TRACE Recurring Equip	$461,186.75	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067A	1	MSPPO-028	TRACE New Equip	$13,214.70	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-067A	1	MSPPO-028	TRACE Recurring FP Labor	$7,023.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-068	2	WO#02	WO#02 SOO-Recurring Fixed Price Labor	$612,000.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (P)
PREQ-04-CIO-074	1	AUSCIO-115	Veridian Relocation Recurring Equipment	$7,169.25	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-074	1	AUSCIO-115	Veridian Relocation T&M	$172,715.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-074	1	AUSCIO-115	Veridian Relocation ODC	$52,860.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-097	5	MSPPO-051	Primavera T&M Labor	$63,647.17	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-097	5	MSPPO-051	Primavera Recurring Equip	$30,596.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-097	5	MSPPO-051	Primavera T&M Other	$1,400.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-113	1	AUSCIO-391	TIP LANWAN Connectivity	$1,500,000.00	05AV000000/2004/1A3ECIOA73/3E60000000/25305 (P)
PREQ-04-CIO-140	1	MSPPO-049	ACS Transition Recurring Equip	$486,235.93	05AV000000/2004/1C3ECIOB12/3E50000000/25305 (P)
PREQ-04-CIO-142	1	AUSCAO-053	Crystal Park Bldg Move Recurring Equip	$8,167.46	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-146	2	ADMIN-IMAC-FSD	FSD IMACs	$25,157.78	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (P)
			Subtotal	$6,564,202.61	

For informational PREQ-04-CIO-113 provides the initial FY04 funding for TIP X-RAY Connectivity. Additional funds will be obligated based on the deployment schedule.

Exhibit 3:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-147	2	TSA-HQ-013	International Site Surveys	$21,464.38	05AV000000/2004/1C3ECIOB12/3E50000000/25305 (P)
PREQ-04-CIO-148	2	MSPPO-035	IT Support Recurring T&M Labor	$652,494.59	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (P)
PREQ-04-CIO-149	2	MSPPO-041	IT Support Recurring T&M Labor	$535,377.83	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (P)
PREQ-04-CIO-150	2	MSPPO-057	IT Support Recurring T&M Labor	$1,141,902.90	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (P)
PREQ-04-CIO-151	2	MSPPO-35/41/57	ODC Travel	$75,000.00	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (P)
PREQ-04-CIO-152	1	ADMIN LANWAN	LAN/WAN Recurring Equip	$1,031,175.30	05X0508140/2004/1C3ECIOB12/3E50000000/25305 (P)
PREQ-04-CIO-152	1	ADMIN LAN/WAN	LAN/WAN New Equip	$7,389,740.00	05X0508140/2004/1C3ECIOB12/3E50000000/25305 (P)
PREQ-04-CIO-153	3	ADMIN LMR	LMR Recurring Equip	$1,554,311.51	05X0508140/2004/1C3ECIOB10/2B00000000/25305 (P)
PREQ-04-CIO-153	3	ADMIN LMR	LMR New Equip	$17,656.06	05X0508140/2004/1C3ECIOB10/2B00000000/25305 (P)
PREQ-04-CIO-153	3	ADMIN LMR	LMR ODCs	$28,581.50	05X0508140/1004/1C3ECIOB10/2B00000000/25305 (P)
PREQ-04-CIO-154	2	HQCIO-008	On-Site Security Specialists Recurring T&M Labor	$402,303.85	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-158	1	AUSCIO-066	White Pkg Connectivity Recurring Equipment	$37,571.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-158	1	AUSCIO-066	White Pkg Connectivity T&M Labor	$5,366.17	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-160	1	AUSCIO-069	High End Forensic Work Station ODC	$45.48	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-161	2	ADMIN LANWAN	ONRA LAN/WAN Connectivity New Equip	$3,815.04	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (P)
PREQ-04-CIO-161	2	ADMIN LANWAN	ONRA LAN/WAN Connectivity Recurring T&M Labor	$4,659.34	05AD000000/2004/5CECIOB19/3E500000000/25305 (P)
PREQ-04-CIO-161	2	ADMIN LANWAN	ONRA LAN/WAN ODC	$218.06	05AD000000/2004/5CECIOB19/3E500000000/25305 (P)
			Subtotal	$12,901,683.01	

Exhibit 4:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO#	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-170	1	SR-40003	Interim TSA HQ COOP Facility ATP	$183,332.00	05AV000000/2004/1C3ECIOB12/3E50000000/25305 (P)
PREQ-04-CIO-173.1	9	AUSCIO-028	DHS E-Gov	$1,182,406.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (P)
PREQ-04-CTO-003	2	AUS-STDO-004	Transportation Security Lab and STDO Facility Site Prep	$22,500.00	05RD0000000/2004/803FRED828/3F40000000/25305 (P)
PREQ-04-CTO-003	2	AUS-STDO-004	Transportation Security Lab Recurring Services	$36,000.00	05RD0000000/2004/803FRED828/3F40000000/25305 (P)
PREQ-04-FIN-022	6	ADMIN-KRONOS	KRONOS FP Recurring Equipment	$2,018,767.00	05AD000000/2004/5C3CCFOA47/3CI300000/25305 (P)
PREQ-04-FIN-022	6	ADMIN-KRONOS	KRONOS T&M Labor	$709,912.00	05AD00000/2004/5C3CCFOA47/3CI300000/25305 (P)
PREQ-04-FIN-022	6	ADMIN-KRONOS	KRONOS ODC	$1,107,823.00	05AD00000/2004/5C3CCFOA47/3CI300000/25305 (P)
PREQ-04-TQP-819	1	IMAC-10003	IMAC Level 3: X-Ray Tutor Deployment (Related to AUSCIO-392)	$66,297.66	05AV000000/2004/1B3ATQPA12/3A1100000/25704 (F)
PREQ-04-TSI-004	1	TSIS-004	ITOC Facilities Rent	$3,790.00	05IN000000/2004/502DTSI000/2D12000000/25305 (P)
PREQ-04-TSI-005	1	MSPPO-028	TRACE/RASP Mod 2	$1,200,000.00	05IN000000/2004/602DTSI000/2D12000000/25100 (P)
PREQ-04-TSI-006	1	MSPPO-028	TRACE/RASP	$57,137.00	05IN000000/2004/602DTSI000/2D12000000/25100 (P)
			Subtotal	$6,587,964.66	

For informational purposes PREQ-CIO-170 provides the initial funding for the ATP on TSA HQ COOP effort which has not yet been negotiated.

5. The funded amount of the Task Order Contract has increased by $36,256,840.32.

6. The funded amount of the total Task Order was incorrectly stated on contract modification 057. The funded amount should read as follows:

Carried forward from Mod 057: Increased by $6,108,634.74 from $382,189,265.81 to $388,297,900.55
Carried forward from Mod 058: Increased by $4,500,000.00 from 388,297,900.55 to $392,797,900.55
Carried forward from Mod 059: No Change
Carried forward from Mod 060: Increased by $1,636,807.00 from $392,797,900.55 to $394,434,707.55
Carried forward from Mod 061: Increased by $36,256,840.32 from $394,434,707.55 to $430,691,547.87

7. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 062	3. EFFECTIVE DATE See Block 16C.	PR# PREQ-04-CIO-125	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
Not Applicable/Not Required

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual Agreement

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT

See Continuation Page.

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) Unisys Corp. Marlene L. Emmons, Sr. Manager of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lattia Baker- Contracting Officer (571-227-3549)
15B. CONTRACTOR/OFFEROR Marlene L. Emmons (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY [signature] (Signature of Contracting Officer)
	16C. DATE SIGNED August 19, 2004

PURPOSE:

The purpose of this modification is to accept US VISIT proposal response to SR request number USVISIT-001.

MODIFICATION:

1. The following proposal is here by accepted and incorporated by reference:

SR Request Number	Title	Date
US-VISIT-001	Customer Copy Cost Proposal v4.11b	26 February 2004

2. The following question and answer documents and correspondence are incorporated by reference:

Title	Description
Proposal Questions (v4.11b)	Response to Lattia Baker's Email entitled *USVISIT-001: Air Exit Workstation v4.11b, WO 10: Proposal Modification Submission* (Date: March 2, 2004)

3. In accordance with FAR 52.227-14 Rights in Data – General the Government shall have unlimited rights to the software developed for the US-VISIT effort.

4. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
P00063	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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 MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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) Daryl Shall - Contracting Officer (571) 227-1597	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Daryl Shall (Signature of Contracting Officer)
		16C. DATE SIGNED April 15, 2004

The purposes of the modification are as follows:

. INCORPORATE THE FOLLOWING ADMINISTRATIVE DATA CHANGES TO THE TASK ORDER:

CREATION OF WORK ORDER 0011 UNDER THIS TASK ORDER:

Work Order 0011, titled "DHS HQ" is hereby created under this Task Order. This WO is to support the Chief Information Office at the Department of Homeland Security.

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

Under WO 0011, delivery and acceptance will be made by the following individuals:

Change the address of the designated representative(s) to read:

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/ Angela Wyatt/202-353-2459
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/ Theresa Dixon/202-401-1024
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/Rita Swann/202-616-7661
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

F.2 TASK ORDER (TO), WORK ORDERS (WO), AND (SERVICE ORDERS)

e. This TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding the schedule changes or problems with performance under WO 0011 shall be sent by the Contractor to:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3514-5
Washington, DC 20528

F.4 PLACE AND METHOD OF DELIVERY

Delivery of all documentation deliverables called for under WO 0011 shall be sent to the WO 0011 COTR (s) at the following address:

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/Angela Wyatt/202-353-2459
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/ Theresa Dixon/202-401-1024
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Department of Homeland Security
Attn: Management Directorate/Chief Information Office/Rita Swann/202-616-7661
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer at the following address:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3514-5
Washington, DC 20528

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION OF WORK ORDER (WO) 0011

Contracting Officer: The Work Order (WO) 0011 Contracting Officer (CO), identified below, has the overall responsibility for work under this WO. The WO 0011 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 under WO 0011. The WO 0011 CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The WO 0011 CO for this contract is:

Ronald M. Chrismer, Contracting Officer
Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/202-401-3419
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

A COTR shall be appointed for this WO. The appointment will be effective until the WO is completed or a written, electronic, notice of termination is received from the CO responsible to the WO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by Task Order modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the WO. This includes visits to the place of performance, meetings, and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO. With specific CLINs/WOs/SOs, the COTR may designate specific responsibilities to Project Officers/Project Managers). These responsibilities will be defined in a delegation letter and a copy provided to the WO 0011 Contracting Officer and the ITMS Contracting Officer.

The COTR cannot authorize or order the cessation of work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the WO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator or specialist immediately for resolution. The COTR for this TO is:

COTR assigned to WO 0011 is:

Angela Wyatt
Department of Homeland Security
Attn: Management Directorate/Chief Information Office/ Angela Wyatt/202-353-2459
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Alternate COTRs assigned to this WO are:

Alternate COTR: Theresa Dixon
Department of Homeland Security
Attn: Management Directorate/Chief Information Office/ Theresa Dixon/202-401-1024
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

Alternate COTR: Rita Swann
Department of Homeland Security
Attn: Management Directorate/Chief Information Office/Rita Swann/202-616-7661
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

G.3 BILLING INSTRUCTIONS

Address changes are as follows:

Contractors shall submit an original and one copy of their invoice for billing under WO 0011 to the following address:

By U.S. mail:
Department of Homeland Security
Attn: Management Directorate/Admin. Services/Nancy Ostrowski/3114-15
Washington, DC 20528

By courier/delivery service:
Department of Homeland Security
Attn: Management Directorate/Admin. Services/Nancy Ostrowski/202-401-3023
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

The Contractor shall also submit a copy to the CO, the COTR and the TSA Acquisition Office at the following addresses:

Ronald M. Chrismer, WO 0011 Contracting Officer:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3514-5
Washington, DC 20528

Angela Wyatt, WO 0011 COTR:

Department of Homeland Security
Attn: Management Directorate/Chief Information Officer/Angela Wyatt/4635-12
Washington, DC 20528

TSA Office of Acquisition

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

INVOICES:

The following information shall appear on each invoice under WO 0011:

- Contract No. DTTS59-99-D-00467
- Task Order No. DTSA20-02-00485
- Work Order No. 11
- Applicable Service Order (SO) number and/or Service Request (SR) number
- Obligation Account Name (i.e., drawdown account name)
- Unique Identifier (this number is assigned by DHS Procurement and it links to the DHS Purchase Request (PR) number; the Unique Identifier number will be associated with the Obligation Account Name)

H.2 ORDERING PROVISION

The following ordering procedures apply to all SOs/SRs issued on this Task Order under WO 0011. Any supplies/and or services to be furnished under this WO will be ordered by issuance of SOs in the WOS against this WO. Modification to the TO will incorporate any new SR and shall be issued in accordance with FAR 52.216-18, 52-216.19, and 52.216-22 (See Section I). In addition:

a. Only an authorized Government Contracting Officer or the following Authorized Ordering Agents(s) (AOAs) can make a Service Order in the Unisys Web Ordering System (WOS) under this TO:

Ronald Chrismer
Angela Wyatt
Theresa Dixon
Rita Swann

b. Only an authorized Government Contracting Officer can issue a Service Request (SRs) in the WOS or manually under this WO 11.

Ronald Chrismer

c. Upon written approval by the WO 11 Contracting Officer, an AOA (listed above) may release a SR in the WOS.

d. ALL CLINs/WOs/SOs or Service Requests are subject to the terms and conditions of the TO and ITOP II contract, with the exception of H.18(b) which is hereby expressly deleted in the ITOP II contract. In the event of conflict between a WO/SO Modification, TO and the contract, the contract will take precedence.

VI. All other terms and conditions remain unchanged.

MEMORANDUM OF AGREEMENT

BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY

OFFICE OF THE CHIEF INFORMATION OFFICER

AND OFFICE OF PROCUREMENT OPERATIONS

AND

THE TRANSPORTATION SECURITY ADMINISTRATION

CHIEF INFORMATION OFFICER

AND ACQUISITION OFFICE

REGARDING TRANSITION OF CONTRACT ADMINISTRATION AND MANAGEMENT OF ITOP / INFORMATION TECHNOLOGY MANAGED SERVICES WORK ORDER 0009

AND SUPPORT FOR NEW WORK ORDER 0011

1. PARTIES

The parties to this Agreement are the Department of Homeland Security (DHS), acting through the Offices of the Chief Information Officer (CIO) and Procurement Operations, and the Transportation Security Administration (TSA) CIO and Acquisition Office.

2. AUTHORITY

A. The Homeland Security Act, § 102(b)(2), 6 U.S.C. § 112(b)(2).

B. The Economy Act, 15 U.S.C. § 1535.

C. The Aviation and Transportation Security Act of 2001, 49 U.S.C. §114(m) and 106(l) and (m).

3. PURPOSE

This Memorandum of Agreement (MOA) defines and delineates the terms for the transition of contract administration and management of Work Order 0009 and support for new Work Order 0011, under the TSA Department of Transportation , ITOP II Information Technology Managed Services (ITMS) Task Order, DTTS59-99-D-00467/DTSA-20-02-D-00485. WO 0009 was issued by TSA to help standup the initial DHS Headquarters (HQ) operations by ordering the required IT tools and resources (i.e., desktops, laptops, cell phones, etc.) and IT support services. WO 0011.is to continue the provisioning and support for these IT tools and resources for DHS HQ. The discrete areas covered by this agreement are set forth in the sections below. This MOA establishes a cooperative and collaborative process whereby TSA CIO and Acquisition staff will provide training and mentorship support to the DHS CIO and Procurement Operations staff. The DHS ITMS Team will be collocated with the existing TSA Program Management Office (PMO) at the Veridian Office Building, Pentagon City, Arlington, VA. This MOA also outlines the contract administration responsibilites of the WO 0011 Contracting Officer.

4. ROLES AND RESPONSIBILITIES

It is the spirit and intent of this arrangement to integrate the new DHS ITMS Team with the existing TSA PMO without disruption or interruption to mission critical operations. The basic action plan is: (1) implementation of new Work Order (WO) 0011 upon signature of this agreement, which is planned to be on or by April 15, 2004, and (2) transition of the existing WO 0009 to DHS contract authority and administration on or by September 30, 2004. By this agreement, the DHS and TSA PMOs and contracting staffs will collaborate and function in partnership to satisfy their requirements under TSA's ITMS Task Order. However, the DHS Contracting Officer will be responsible for performing all contract administration functions under WO 0011 and once transitioned, WO 0009. The roles and responsibilities outlined below will be assumed by the participating organizations. The parties agree to the following:

- Schedule periodic update meetings/briefings to organization/department heads and designated personnel.

- Per FAR 42.302, perform the following:

  (1) Review and evaluate contractors' proposals under Subpart 15.4 and, when negotiation is necessary, document the negotiations;
  (2) Determine the allowability of costs and approve or disapprove final vouchers for payment.
  (3) Attempt to resolve issues in controversy, using ADR procedures when appropriate (see Subpart 33.2); prepare findings of fact and issue decisions under the Disputes clause on matters in which the WO 0011 Contracting Officer has the authority to take definitive action.
  (4) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under WO 0011.
  (5) Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed by Part 49.
  (6) Perform evaluation of contractor cost and technical proposals.
  (7) Ensure timely submission of required reports by the contractor.
  (8) Accomplish administrative closeout procedures on WO 0011, and once assigned, WO 0009.
  (9) Deobligate excess funds after final price determination.
  (10) Negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause.
  (11) Negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.
  (12) Prepare evaluations of contractor performance in accordance with Subpart 42.15.

DHS and TSA will:

- DHS will pay to TSA .75% of obligated dollars upon each contract modification that obligates DHS funding. TSA will provide this funding to the ITOP Office.

- When the $350,000 annual fee ceiling paid to the ITOP Office has been met, the TSA CO will review the proportion of TSA vs. DHS obligated dollars on the task order. On an annual basis, it will be determined what proportion of obligated dollars each agency has paid and what portion of the fee has been overpaid by each agency. That agency will then be reimbursed.

5. PERSONNEL/STAFFING

Primary staffing for the DHS ITMS Team includes DHS CIO, Information Technology Solutions Management Center (IT SMC), Procurement Operations, and DHS support contractor staff. (Additional staffing, training/mentor personnel and support contractors will be integrated as needed to ensure a seamless transition and ongoing operation.) Effective April 15, 2004, TSA program management personnel will be available to support DHS for mentoring and hands-on training for program management activities and lessons learned on the Web Ordering System (WOS), solutions delivery, Independent Verification and Validation (IV&V), requirements definition, System Development Life Cycle Methodology (SDLCM) and overall ITMS processes. DHS ITMS staff will be collocated with TSA staff to facilitate this development and training.

6. WEB ORDERING SYSTEM (WOS) MANAGEMENT AND OTHER TSA AUTOMATED TOOLS

Unless otherwise delegated, TSA will maintain overall contract surveillance/authority of the WOS. DHS will coordinate through TSA to address WOS discrepancies and processing issues with the contractor (Unisys).

TSA will arrange for access to the WOS for all designated DHS staff and DHS support contractor staff for WO 0011, and once transitioned, WO 0009. TSA will provide appropriate training and mentorship to properly execute functions in the WOS. While support contractor staff may be utilized to assist with the preparation of orders, only Government employees designated in writing by the Contracting Officer will have authority to issue orders, and access to and privileges within the WOS will be so constructed.

7. FUNDING AND PAYMENT

While WO 0009 is being transitioned from TSA to DHS, DHS will continue to provide funding as needed for WO 0009 to TSA by reimbursable agreements, and TSA will continue to make the associated payments to the contractor for WO 0009. For WO 0011, DHS will obligate its own funding and make payments to the contractor.

8. PROTECTION OF INFORMATION

Both parties agree they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this agreement.

9. OTHER PROVISIONS.

Nothing in this agreement is intended to conflict with current law or regulation or the directives of DHS or TSA. If a term of this agreement is inconsistent with such authority,

then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

10. CHANGES/MODIFICATIONS

Changes and/or modifications to this agreement shall be in writing and signed by the DHS CIO and Office of Procurement Operations and the TSA CIO and Acquisition Office, or their duly authorized representatives acting within their scope of authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. This agreement may be modified upon the mutual written consent of the parties.

11. EFFECTIVE DATE

The terms of this agreement will become effective when signed by all parties.

12. TERMINATION

The terms of this agreement, and subsequent modifications with the consent of both parties, will remain in effect while both parties (TSA and DHS) utilize TSA's ITMS Task Order. Either party, with 30 days written notice to the other party, may terminate this agreement.

APPROVED BY:

4/15/04
Date
for Department of Homeland Security
Chief Information Officer

4/15/04
Date
for Transportation Security Administration
Assistant Administrator and Chief
Information Officer

4/15/04
Date
Department of Homeland Security
Head of Contracting Activity
Office of Procurement Operations

4/15/04
Date
for Transportation Security Administration
Deputy Assistant Administrator
for Acquisition

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
P00064	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
		10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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)
See continuation pages for accounting and appropriation data. NO INCREASE IN CONTRACT VALUE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) MUTUAL AGREEMENT OF THE PARITES.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See continuation pages.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Connie Thornton Contracting Officer, 571-227-3880	
15B. CONTRACTOR/OFFEROR Marlene L. Emmons (Signature of person authorized to sign)	15C. DATE SIGNED Apr 21 2004	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 4/26/04

PURPOSE:

1. The purpose of this modification is to establish Administrative Service Requests to facilitate funds tracking, invoicing and data calls. Additionally, this will ensure that all Service Orders correlate to a Service Request. Exhibits 1, 2, and 3 identify the requirements for the Administrative Service Requests to be established. The Administrative Service Requests will be incorporated into the Unisys Web Ordering System as well as the Unisys ETC reports.

Unisys is directed to migrate the following efforts from a Service Order to a Service Request.

AUSCIO-008, Security Engineering Services
MSPPO-020, Communications Operations
MSPPO-021, TMS Initial Deployment CLIN. The related CLIN is 51000AE.
MSPPO-027, Full TSA ITMS Deployment for PMO Support (CLIN 51501AA) and Systems Support (CLIN 52001AA)
MSPPO-087, Facilities Rent

This results in no change to the overall funding of the Contract Task Order. All other terms and conditions remain unchanged.

Exhibit 1:

		ADMIN SR WOS TABLE	
WO #	REVISED ADMIN SR#	SR TITLE/FUNCTION	DESCRIPTION
2	ADMIN-LANWAN	LAN/WAN Requirements	To submit Service Orders for LAN/WAN requirements and circuits. Service Orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
3	ADMIN-LMR	Land Mobile Radio Requirements	To submit Service Orders for Land Mobile Radio (LMR) requirements. Service Orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
6	ADMIN-KRONOS	Time and Attendance Requirements	To submit Service Orders for Time and Attendance requirements. Service Orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
6	ADMIN-SABRE	Screener Scheduling Requirements	To submit Service Orders for Screener Scheduling requirements. Service Orders must be for previously established/priced CLINS and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
1	ADMIN-SLA	Incentive Bonus Installments	To submit Service Orders for approved quarterly incentive bonus as they relate to the contractor's performance on the ITMS contract effort.

Exhibit 2:

ADMIN SR WOS TABLE			
WO #	REVISED ADMIN SR#	SR TITLE/FUNCTION	DESCRIPTION
2	ADMIN-FSD-IMAC	FSD IMAC Requirements	To submit Service Orders for IMAC requirements for the FSDs. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-FSD-OA	FSD Office Seat, Office Automation and Communications Requirements	To submit Service Orders for seats, office automation and communication requirements. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
1	ADMIN-FSD-GFE	GFE in support of FSD	To submit Service Orders for GFE in support of FSDs. Service Orders must be for previously established/priced CLINS. This Administrative SR number must be referenced in the SR Number Field when placing a Service Order for GFE to support FSD requirements.
2	ADMIN-HQ-IMAC	TSA HQ IMAC Requirements	To submit Service Orders for IMAC requirements for Headquarters. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-HQ-OA	TSA HQ Seat, Office Automation and Communication Requirements	To submit Service Orders for seats, office automation and communication requirements. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
1	ADMIN-HQ-GFE	GFE in support of TSA HQ	To submit Service Orders for GFE in support of TSA Headquarters. Service Orders must be for previously established/priced CLINs. This Administrative SR number must be referenced in the SR Number Field when placing a Service Order for GFE to support TSA HQ requirements.
2	ADMIN-CAC	Crisis Action Center Office Seats, IMACs, Office Automation and Communication Requirements	To submit Service Orders for seats, IMACs, office automation and communication equipment for Crisis Action Center requirements. Service Orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-FAM	FAM Seats, IMACs, Office Automation and Communication Requirements	To submit Service Orders for FAM seats, IMACS, office automation and communication requirements. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-MSC Previously entitled ADMIN-002	MSC Seats, IMACs, Office Automation and Communication Requirements	To submit Service Orders for seats, IMACs, office automation and communication requirements for MSCs. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-ONRA	CAPPS/ONRA Seats, IMACs, Office Automation and Communications Requirements	To submit Service Orders for seats, IMACs, office automation and communication requirements for CAPPS and ONRA. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-TSCC	TSCC Seats, IMACs, Office Automation and Communications Requirements	To submit Service Orders for seats, IMACs, office automation and communication requirements for TSCC. Service Orders must be for previously established/priced CLINs. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order

Exhibit 3:

ADMIN SR WOS TABLE			
WO #	REVISED ADMIN SR#	SR TITLE/FUNCTION	DESCRIPTION
3	ADMIN-3B	TSA Blackberry Requirements	To submit Service Orders for TSA Blackberry requirements. Service Orders must be for previously established/priced CLINs. This administrative SR Number must be referenced in the SR Number Field when placing a Service Order for TSA Blackbernes.
3	ADMIN-CELL	TSA Cell Phone Requirements	To Submit Service Orders for TSA cell phone requirements. Service Orders must be for previously established/priced CLINs. This Administrative SR must be referenced in the SR Number Field when placing a Service Order for TSA Cell phones.
5	ADMIN-COTS	Individual COTS Software Requirements	To submit Service Orders for indiviudal COTS software requirements. Service orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-SCREENER Previously titled ADMIN-LMS-002	Net Screener Email Accounts	To submit Service Orders for Screener email accounts. Service orders must be for previously established/priced CLINs and this Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.
2	ADMIN-TRX Previously entitled ADMIN-WPT-TIP-001	TRX (Threat Image Projection Ready X-ray) Machine Connectivity Requirement	To track Service Orders for networking TRX(Threat Projection-Ready X-Ray) machines, hosting and presenting TIP data to monitor screener performance. This Administrative SR Number must be referenced in the SR Number Field when placing a Service Order.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00065	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **NO CHANGE IN CONTRACT PRICE**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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:
XX	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)
Marlene L. Emmons Senior Manager of Contract, 703-04[illegible]-3013	Connie Thornton TSA Contracting Officer, 571-227-3680
15B. CONTRACTOR/OFFEROR [signature] 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [signature] 16C. DATE SIGNED 4/26/04

PURPOSE:

The purpose of this modification is to make administrative corrections as well as establish the appropriate allocation of contract funding for related Work Orders/Service Orders within the ITMS Task Order Contract. At the time the Task Order was executed, funds were distributed broadly across two Work Orders. Subsequent to contract execution, the Work Orders and Projects have been further defined. The administrative corrections and allocations do not change the dollar amount of any PR or the total dollar value of the Task Order Contract.

1. Task Order Contract Execution. At the time the Task Order was executed, funds were distributed broadly across two Work Orders. Subsequent to contract execution, the Work Orders and Projects have been further defined. Funding in the amount of $23,300,000 was obligated upon execution of the ITMS Task Order contract on 12 August 2002 as shown below.

PR Number	Dollar Amount Obligated	TSA Accounting Code	Contract Execution Or Contract Mod	Date Of Contract and/or Contract Mod
PR 02-011-079	$15,100,000.00	06X2801000/2002/6010000000/25305/066100010000	Contract Exectuion	12-Aug-02
PR 02-011-079	$8,200,000.00	06X2801000/2002/6010000000/25305/066100010000	Contract Execution	12-Aug-02
Subtotal	$23,300,000.00			

The funds in the amount of $23,300,000 are allocated to the following related Work Orders/Service Requests and indicated below.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	Communications Operations	MSPPO-020	$443,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
2	Deployment Initial, CLIN 5100AE	MSPPO-021	$4,567,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
1	Full TSA ITMS Deployment - System Support (CLIN 52001AA)	MSPPO-027	$5,689,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
1	Full TSA ITMS Deployment - PMO (CLIN 51501AA)	MSPPO-027	$5,676,906.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
1	Facilities Rent	MSPPO-087	$648,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
1	Security Engineering Services	AUSCIO-008	$353,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
2	Red Package Deployment	ADMIN-FSD-0A	$3,630,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
2	Site Verification for LAN/WAN Deployment	MSPPO-031	$658,094.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
4	Enterprise Architecture/Cap Plan/GISRA	AUSCIO-040	$1,635,000.00	06X2801000/2002/6010000000/066100010000/25305	02-011-079
		Subtotal	$23,300,000.00		

2. Contract Modification 001: As indicated bellow, funds in the amount of $2,232,806.00 were obligated on Contract Modification 001 executed on 20 September 2002 and were to be distributed in the next Contract Modification which did not occur.

PR	ACCOUNTING DATA	AMOUNT
02-011-069	06X2801000/2002/6010000000/31680/06610001000	$1,278,702.00
02-011-074	06X2801000/2002/6010000000/25305/066100010000	$ 264,101.00
02-011-075	06X2801000/2002/601000000/25305/066100010000	$ 234,004.00
02-016-045	06X2801000/2002/1060000000/25305/061100010000	$ 455,000.00
	SUBTOTAL	$2,232,806.00

The funds obligated on Contract Modification 001 in the amount of $2,232,806.00 are allocated to the following related Work Orders/Service Requests as indicated in the below chart.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
2	Airport Infrastructure (WAN/LAN)	ADMIN-LANWAN	$1,278,701.00	06X2801000/2002/6010000000/06610001 0000/31680	02-011-069
3	Land Mobile Radio Program [TSA-0201-025]	ADMIN-LMR	$264,101.00	06X2801000/2002/6010000000/06610001 0000/25305	02-011-074
3	Land Mobile Radio Program TSA-0201-025	ADMIN-LMR	$235,004.00	06X2801000/2002/6010000000/06610001 0000/25305	02-011-075
8	E-GOV 1A -Application Platform	AUSCIO-046	$455,000.00	06X2801000/2002/1060000000/06110001 0000/25305	02-016-045
		Subtotal	$2,232,806.00		

3. Contract Modification 005: Contract Modification 005 executed on 29 November 2002 did not identify the related Service Request Number to each line of accounting and/or PR. The related Service Request Number is identified as follows:

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	Software Licenses/TSIS	HQCIO-015	$40,329.00	06X2801000/2002/3100010000/5010000000/31300/99.66.99IN	02-010-003
1	HQ IT Infrastructure	MSPPO-026	$246,400.00	06X2801000/2002/6010000000/31680/062100010000/99.70.09PR	02-011-062
5	Oracle Enterprise License	AUSCIO-017	$2,500,000.00	06X2801000/2003/06102ECIO000.2E0000000.31300	03-011-020
5	PRISM Software	MSPPO-023	$533,765.00	06X2801000/2002/9100010000/9010000000/25305/99.70.08.FB	02-017-011
2	IPAQs for Training	HQCIO-001	$19,312.80	06X2801000/2002/1102010000/1010020000/31400/99.72.01TF	02-016-075
5	Crystal Decision Reports	AUSCIO-013	$680.00	06X2801000/2003/06103CCAO000/3C24000000/31300/99.70AD	03-017-005
5	Call Center-CRC Support System	HQCIO-019	$360,000.00	06X2801000/2003/06101CCOM000/1C0000000/23350/99.70.15.04PQ	03-4-000
6	Time & Attendance	ADMIN-KRONOS	$3,433,333.34	06X2801000/2003/103CFIN000/3C130000000/25100/99.70.99AD	03-FIN-000
		Subtotal	$7,133,820.14		

4. Contract Modification 006: Contract Modification 006 executed on 06 December 2002 did not identify a specific Service Request Number to each line of accounting and/or PR. The related Service Request Number is identified as follows:

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
6	WO#06 Time & Attendance	ADMIN-KRONOS	$ 3,433,333.34	06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD	03-11-001B
6	WO#06 Time & Attendance	ADMIN-KRONOS	$3,433,333.34	06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD	03-11-001C
		Subtotal	$ 6,866,666.68		

5. A. Contract Modification 008: Section G, Contract Administration Data, Paragraph of this Mdification reallocated funding under Contract Modifications 005 and 006 to Work Order #01 since Work Orders #05 and #06 had not been incorporated into the Task Order at the time the Contract Modification was executed on 31 December 2002. The below chart identifies the appropriate Work Order # and revises Paragraph A to identify the correct Work Order #.

Contract Mod 008, Section G. Contract Administration Data, paragraph A.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	Software Licenses/TSIS	HQCIO-015	$40,329.00	06X2801000/2002/3100010000/5010000000/31300/99.66.99IN	02-010-003
5	Oracle Enterprise License	AUSCIO-017	$2,500,000.00	06X2801000/2003/6102ECIO000.2E0000000.31300	03-011-020
5	PRISM Software	MSPPO-023	$533,765.00	06X2801000/2002/910001000/9010000000/25305/99.70.98FB	02-017-011
5	Crystal Decision Reports	AUSCIO-013	$680.00	06X2801000/2003/06103CCAO000/3C24000000/31300/99.70AD	03-017-005
5	Call Center-CRC Support System	HQCIO-019	$360,000.00	06X2801000/2003/06191CCOM000/1C0000000/23350/99.70.15.04PQ	03-4-000
6	Time & Attendance	ADMIN-KRONOS	$3,433,333.34	06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD	03-FIN-0001
6	Time & Attendance	ADMIIN-KRONOS	$3,433,333.34	06X2801000/2003/103CFIN000/3C13000000/25100/99.70.99AD	03-11-001B
6	Time & Attendance	ADMIN-KRONOS	$3,433,333.34	06X2801000/2003/103CFiN000/3C13000000/25100/99.70.99AD	02-11-001C
		Subtotal	$13,734,774.02		

B. Paragraph B. ADDITIONAL FUNDING of Contract Modification 008 also obligated funding in the amount of $5,431,508.50, but did not identify the related Service Request Number to each line of accounting and/or PR. The related Service Request Number are identified in the following chart.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	Full TSA ITMS Deployment - PMO	MSPPO-027	$400,000.00	06X2801000/2003/06102ESVC000/25100/2E40000000/99.70.10.99IR	03-11-031
1	Program Management Incentive	ADMIN-SLA	$ 1,000,000.00	06X2801000/2003/06102ESVC000/25100/2E40000000/99.70.10.99IR	03-11-031
1	HQ Relocation Infrastructure	AUSCIO-019	$1,000,000.00	06X2801000/2003/06102ESVC000/31680/2E50000000/99/70/10/99IR	03-CIO-035
2	On-Site Field Coordinators	MSPPO-041	$1,000,000.00	06X2801000/2003/06102ESVC000/25100/2B0000000/99.70.10.99IR	03-011-037
2	Site Verification for LAN/WAN Deployment	MSPPO-031	$500,000.00	06X2801000/2003/06102ESVC000/25100/2B0000000/99.70.10.99IR	03-011-036
3	Land Mobile Radio [TSA-0201-025]	ADMIN-LMR	$1,000,000.00	06X2801000/2003/06102EVSC000/233XO/2B00000000/99.70.10.99IR	03-011-034
4	Enterprise Architecture/Cap Plan/GISRA	AUSCIO-040	$531,508 50	06X2801000/2003/06102ECIO000/2E00000000/25305/99.70AD	03-011-005
		Subtotal	$ 5,431,508.50		

6. Contract Modification 009: Mod 009, executed on 27 February 2003, obligated funding in the amount of $1,678,200.00 but did not identify the related Service Request Number to each line of accounting and/or PR. The related Service Request Numbers are identified as follows:

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	NCIC/LEMS	MSPPO-046	$1,500,000.00	06X2801000/2003/06102BAOP0042B10000000/31460/99.70.99AD	03-007-027
1	HQ Initial Occupancy ESS	AUSCIO-055	$41,000.00	06X2801000/2003/06103CRESA41/1000000000/31250/99.62PO	03-20-001
2	ONRA-Fort Meade	ADMIN-ONRA	$23,200.00	06X2801000/2003/06101ONRAA08/1010000000/25305/99.70.99AD	03-CIO-045
7	Known Shipper Database	AUSCIO-049	$114,000.00	06X2801000/2003/06102ECIO000/2B24000000/25337/98.60.45.01SW	03-CIO-041
		Subtotal	$1,678,200.00		

7. Contract Modifications 010 and 011:

Contract Modification 010 executed on 24 March 2003 obligated $84,611,130.00 in funding. Contract Modification 011 revised the Modification 010 funding allocation of $84,611,130.00. This funding revision created administrative errors in the associated accounting and appropriation data for the PRs. The chart below establishes the correct allocation, accounting and appropriation data as well as the correct alignment with Work Order Number and Service Request related Number. The chart includes the combined funding for Modification 010 in the amount of $84,611,130.00 and funding for Modification 011 in the amount of $3,479,662.00 for a total of $88,090,792.00.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
1	Communication Operations	MSPPO-020	$151,274.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	Full Time ITMS Deployment System Support	MSPPO-027	$2,377,223.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	Full Time ITMS Deployment PMO	MSPPO-027	$4,157,701.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	Facilities Rent	AUSCIO-087	$2,598.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	CNSI Support	MSPPO-001	$5,817,001.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	Program Management Incentive	ADMIN-SLA	$314,000.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	HQ Relocation	AUSCIO-019	$4,768,000.00	505X0508500/2003/102ECIOA46/2E40000000/25305	03-011-110
1	TSA Hosting Center	MSPPO-053	$5,200,000.00	505X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	TSA Command Center	MSPPO-018	$259,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	Red Switch	HQCIO-021	$1,741,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	TRACE	MSPPO-028	$1,200,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	DMS	AUSCIO-074	$2,500,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	NCIC/LEMS	MSPPO-046	$400,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
1	ACS Application Maintenance	MSPPO-049	$3,120,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
2	Holland Training Room Seats	AUSCIO-034	$1,563,000.00	05X0508200/2003/102ECIOA82/2B00000000/25305	03-011-110
2	HQ IT Seats	ADMIN-HQ-OA	$500,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
2	FSD IT Seats	ADMIN-FSD-OA	$6,989,292.00		03-011-110
2	On Site Field Coordinators	MSPPO-041	$71,547.00		03-011-110
2	On Site Field Coordinators	MSPPO-057	$5,183,641.00		03-011-110
2	Site Prep	AUSCIO-023	$2,060,000.00		03-011-110
2	Site Verification for LAN/WAN	MSPPO-031	$6,544,812.00		03-011-110
2	IT Desktop Equip for TQP@FLETC	ADMIN-HQ-OA	$144,181.00	05X0508500/2003/103ATQP000/2E50000000/25305	03-CIO-075
2	Crisis Action Centers	ADMIN-CAC	$479,662.00	05X0508200/2003/102ECIOA82/2B10000000/233BO	03-011-102
3	LMR Radio	ADMIN-LMR	$3,967,000.00		03-011-110
3	Land Mobile Radio	ADMIN-LMR	$5,594,400.00		03-011-110
3	Cell Phones/Pagers	ADMIN-CELL	$157,641.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
5	Oracle Licenses	AUSCIO-017	$3,320,000.00	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
5	ORES	AUSCIO-003	$118,585.00	05X0508500/2003/103CCAO000/2C2500000/25305	03-017-065
5	CITS/APSS Support	AUSCIO-004	$2,000.00	05X0508500/2003/103CCAO000/2C2600000/25305	03-017-076
5	Primavera	AUSCIO-051	$1,477,000.00	05X0508500/2003/102ECIOA46/2E10000000/25305	03-011-104
5	Primavera HR	SR TBD	$1,523,000.00	05X0508500/2003/102ECIOA46/2E10000000/25305	03-011-104
6	Time & Attendance	ADMIN-KRONOS	$968,720.00		03-011-110
6	Screener Scheduling	ADMIN-SABRE	$7,031,280.00		
8	EGOV 1A App Platform	AUSCIO-046	$6,491,648.90	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
8	EGOV 1B App Platform	AUSCIO-047	$1,145,585.10	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-110
8	Alert Notification	AUSCIO-045	$750,000.00	05X0508500/2003/102ECIOA46/2E30000000/25305	03-011-098
	Subtotal		$88,090,792.00		

8. Contract Modification 012: Modification 012 executed on 13 June 2003 obligated $33,453,691.00 did not identify a specific Service Request Number to each line of accounting and/or PR. The related Service Request Number is identified as follows.

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
2	LAN//WAN	ADMIN-LANWAN	$10,399,885.94	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-129
2	LAN/WAN Transition to Removal	ADMIN-LANWAN	$12,544,228.06	05X0508500/2003/102ECIOA46/2E50000000/25305	03-011-162
2	FSD Site Preparation	AUSCIO-023	$10,009,577.00	05X0508500/2003/102ECIOA82/2B00000000/25305	03-011-133
		Subtotal	$33,453,691.00		

9. These administrative corrections and allocations do not change the dollar amount of any PR or the total dollar value of the Task Order Contract. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO P00066	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE JFKC01		7. ADMINISTERED BY (If other than Item 6) CODE S2404A		
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $ 44,286,046.53**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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 Daryl Shall Contracting Officer, 571-227-1597	
15B CONTRACTOR/OFFEROR Marlene L Emmons (Signature of person authorized to sign)	15C. DATE SIGNED May 11, 2004	16B UNITED STATES OF AMERICA BY Daryl Shall (Signature of Contracting Officer)	16C DATE SIGNED MAY 12 2004

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Reallocate funding.
3. Provide incremental funding.

MODIFICATION:

1. Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submission:

E-Mail Request of 05 September 2002, AUSCIO-147 and AUSCIO-174
Cost Proposal Wireless Services V9.0 dated 17 December 2003*
Wireless (BEC) Clarification Response V8.0 dated 17 December 2003
Wireless Services Solution V8.0 Addendum dated 09 December 2003

*The Government does not accept CLIN 33532AE Tier 4 Handset Replacement. The Contractor shall provide a revised proposal. Funding for this effort was obligated in the amount of $750,000.00 via contract modification 037 under SR# AUSCIO-174 entitled Blackberry. Funding will be added as additional requirements are ordered.

2. Reallocation Funding. In support of office automation requirements for Aviation ARID/ASI staff requirements, funds are to be reallocated from Dell GFE Reimaging funding provided in contract modification 022 to the administrative SRs of ADMIN-FSD-GFE and ADMIIN-CELL as indicated below.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	2	PR 03-011-168	DELL GFE Re-imaging	$153,419.34	2	ADMIN-FSD-GFE	$153,419.34
22	2	PR 03-011-168	DELL GFE Reimaging	$55,000.00	3	ADMIN-CELL	$55,000.00
			Subtotal	$208,419.34		Subtotal	$208,419.34

3. Obligation Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests as specified in Exhibits 1, 2, 3, and 4.

Exhibit 1: DHS Funding: Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-186	9	ADMIN-DHS-OA	Equipment requirements for NAC building 1	$132,110.90	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
PREQ-04-CIO-187	9	ADMIN-DHS-OA	Equipment requirements for NAC building 1	$131,099.16	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
PREQ-04-CIO-188	9	SR-40009	Installation, Configuration and Testing of the NAC-LAN	$11,380.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (F)
			Subtotal	$274,590.06	

Funding provided under ADMIN-DHS-OA in the amounts of $132,110.90 and $131,099.16 is provided for a specific 36-month timeframe beginning April 1, 2004 and concluding March 31, 2007.

Exhibit 2:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-AOP-063	5	AUSCIO-403	Cockpit Crew Vetting	$41,000.00	05AV000000/2004/1C2BINPA81/2B40000000/25305 (F)
PREQ-04-AOP-097	5	SR-40012	Regal Resource Model Test & Deployment	$56,000.00	05AV000000/2004/1C2BAOPA81/2B00000000/25305 (F)
PREQ-04-FIN-028	5	AUSCIO-256	AMSS Test, Integration & Promotion: Coast Guard Oracle Financial System	$50,000.00	05AD000000/2004/5C3CCFOB16/3C13000000/25100 (F)
PREQ-04-MLS-051	3	SR-40024	M&L Wireless Proof of Concept Testing	$10,000.00	05ML000000/2004/402CMLS000/2COB200000/31050 (F)
PREQ-04-CAC-007	1	SR-40003	Interim HQ COOP Facility	$94,995.82	05AV000000/2004/1C20CACA81/2025000000/31110 (F)
			Subtotal	$251,995.82	

Exhibit 3:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-068A	2	ADMIN-FSD-OA	FSD Office Automation Recurring Equipment Cost	$4,074,512.00	05X0508140/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-076	1	MSPPO-001	CNSI PMO Support T&M	$380,839.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-078	8	AUSCIO-047	E-GOV 1B Recurring Equipment	$747,775.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-078	8	AUSCIO-046	E-GOV 1A Recurring Equipment	$766,172.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
EQ-04-CIO-078	5	AUSCIO-256	AMSS Test, Integration & Promotion T&M Labor	$890,304.80	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-130A	1	MSPPO-053	TSA Hosting Center Recurring Equipment	$1,269,331.96	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-131A	1	MSPPO-026	TSA HQ Infrastructure Recurring Equipment	$792,484.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-131A	1	MSPPO-026	TSA HQ Infrastructure T&M Labor	$2,151.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-132A	1	MSPPO-046	NCIC/LEMS Recurring T&M Labor	$153,816.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-132A	1	MSPPO-046	NCIC/LEMS Recurring Equipment	$177,370.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-134	1	MSPPO-027	PMO Services Recurring FP Labor	$2,213,709.65	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-134A	1	MSPPO-027	PMO Services Recurring FP Labor	$2,213,709.65	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-135	1	MSPPO-027	System Support Recurring FP Labor	$1,766,648.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-135A	1	MSPPO-027	System Support Recurring FP Labor	$1,766,648.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-136A	5	AUSCIO-017	Oracle Enterprise License Recurring Equipment Costs	$1,992,733.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-137A	1	AUSCIO-087	Facilities Rent FP Recurring	$229,179.00	05AD000000/2004/5C3ECIOB20/3E50000000/25305 (F)
PREQ-04-CIO-140A	1	MSPPO-049	ACS Transition Recurring Equipment	$486,235.83	05X0508140/2004/1C3ECIOB12/3E50000000/25305 (F)
			Subtotal	$19,923,618.89	

Exhibit 4:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-143A	1	MSPPO-020	Communication Operations	$153,770.00	05X0508140/2004/1C3ECIOB13/3E50000000/25305 (F)
PREQ-04-CIO-152A	2	ADMIN LANWAN	LANWAN Recurring Equipment Costs	$12,619,194.00	05X0508140/2004/1C3ECIOB12/3E50000000/25305 (F)
PREQ-04-CIO-153A	3	ADMIN LMR	LMR Recurring Equipment	$3,123,998.00	05X0508140/2004/1C3ECIOB10/2B00000000/25305 (F)
PREQ-04-CIO-153A	3	ADMIN LMR	LMR ODC	$177,273.00	05X0508140/2004/1C3ECIOB10/2B00000000/25305 (F)
PREQ-04-CIO-163	2	HQCIO-024	Cabot Tech	$104,678.76	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-175	1	AUSCIO-074	Defense Message System	$149,360.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-176	1	HQCIO-021	Red Switch Recurring Equipment	$67,895.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-177	1	HQCIO-024	TSA Joint Command Center Recurring Equipment	$609,028.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-178	1	AUSCIO-159	TSA Joint Command Center Recurring T&M	$420,753.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-179	1	AUSCIO-019	TSA HQ Relocation Phase 1 Recurring Equipment	$1,686,683.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-180	1	AUSCIO-019	TSA HQ Relocation Phase 2 Recurring Equipment	$82,671.00	05AD000000/2004/5C3EIOB19/3E50000000/25305 (F)
PREQ-04-CIO-180	1	AUSCIO-019	TSA HQ Relocation Phase 2 T&M Labor	$5,443.00	05AD00000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-180	1	AUSCIO-019	TSA HQ Relocation Phase 2 ODC	$10,095.00	05AD00000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-185	4	AUSCIO-040	WO#4 Recurring T&M Labor	$2,000,000.00	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-195	2	ADMIN-HQ-OA	TSA HQ Office Automation Recurring Equipment	$2,625,000.00	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
				$23,835,841.76	

4. The funded amount of the Task Order contract has increased by $44,286,046.53 from $430,691,547.87 to $474,977,594.40. All other terms and conditions remain unchanged.

Audrey

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00067	See Block 16C.		

ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13) 13 August 2002
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. NO INCREASE IN CONTRACT VALUE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) MUTUAL AGREEMENT OF THE PARITES.

E. IMPORTANT: Contractor	✓	is not,		is required to sign this document and return		Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See continuation pages.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3013		Megan R. Dake Contracting Officer, 202-997-4374	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 17 May 2004

PURPOSE:

The purpose of this modification is to

a. Establish Administrative Service Requests to facilitate funds tracking, invoicing and data calls. Additionally, this will ensure that all Service Orders correlate to a Service Request. Exhibit 1 identifies the requirements for the Administrative Service Requests to be established. The Administrative Service Requests will be incorporated into the Unisys Web Ordering System as well as the Unisys ETC reports.

b. Incorporate a SR proposal into the task order.

1. Establish Administrative Service Requests:

Exhibit 1:

WO #	"SITE"	REVISED ADMIN SR#	SR Title/Function	DESCRIPTION
9		ADMIN-DHS-CIO	Administrative SR for DHS seats, equipment, IMACs and communication requirements for the directorates.	To submit Service Orders for DHS Seats, equipment, IMACs and Communication requirements for already established/priced CLINS. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
9		ADMIN-DHS-IAIP	Administrative SR for DHS IAIP requirements for existing CLINs	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
9		ADMIN-DHS-BTS	Administrative SR for DHS BTS requirements for existing CLINs.	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
9		ADMIN-DHS-ST	Administrative SR for DHS S&T requirements for existing CLINs.	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
11		ADMIN-DHS-HQ-CIO	Administrative SR DHS seats, equipment , IMACs and communication requirements for the directorates.	To submit Service Orders for DHS Seats, Office Automation, IMACs and Communication requirements for already established/priced CLINS. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
11		ADMIN-DHS-HQ-IAIP	Administrative SR for DHS IAIP requirements for existing CLINs	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
11		ADMIN-DHS-HQ-BTS	Administrative SR for DHS BTS requirements for existing CLINs.	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.
11		ADMIN-DHS-HQ-ST	Administrative SR for DHS S&T requirements for existing CLINs.	To submit Service Orders for already established/priced CLINs. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.

2. Incorporate by reference:

a. Unisys cost proposal, DHS-076 SARS Project, V1.0, dated 17 September 2003.

Fiscal Year 2003 funds have been obligated on the task order under modification 025 under SR DHS-TBD. Funds obligated under SR DHS-TBD will be reallocated to an ADMIN SR under a future modification. SR DHS-076 SARs Project will also be aligned with this ADMIN SR.

3. This results in no change to the overall funding of the Contract Task Order. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
00068	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data Increase $972,457.93

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, ___ is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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)
	Ronald M. Chrismer - Contracting Officer (202) 401-3419

CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /Signed/	4/29/04

PURPOSE:

The purpose of this modification is to obligate funding as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task ler, and to assign another Alternate COTR and Authorized Ordering Agent (AOA) for WO No. 0011.

MODIFICATION:

1. OBLIGATION FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RICD-04-00038	11	ADMIN-DHS-HQ-IAIP	HSSCHQ-04-F-000703	$ 10,930.00
Accounting Code: NONE000-000-A4-40-30-00-000-07-03-0000-00-00-00-00(GE)-OE-31-10-000000				
RUIO-04-00565	11	ADMIN-DHS-HQ-CIO	HSSCHQ-04-F-000701	$961,527.93
Accounting Code: 01NF001/000/MA/20-35-00-000/20-07-0500-01-00-00-00/(GE)0E-31-10-00/000000				
			Total	$972,457.93

2. INCORPORATE THE FOLLOWING ADMINISTRATIVE DATA CHANGES TO WO NO. 001 OF THE TASK ORDER:

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

The following individual is added for delivery and acceptance, and the address of the designated representative is:

TSA
Office of Information Technology: TSA-11
Attn: Richard Moore/Room 9069
1200 South Hayes Street
Arlington, VA 22202

F.4 PLACE AND METHOD OF DELIVERY

For delivery of all documentation deliverables, add the following address:

TSA
Office of Information Technology: TSA-11
Attn: Richard Moore/Room 9069
1200 South Hayes Street
Arlington, VA 22202

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION OF WORK ORDER (WO) 0011

Add as an Alternate COTR assigned to this WO:

TSA
Office of Information Technology: TSA-11
Attn: Richard Moore/Room 9069
1200 South Hayes Street
Arlington, VA 22202
Office Phone: 571-227-3818

H.2 ORDERING PROVISION

a. Add as an Authorized Ordering Agent (AOA) who can make a Service Order in the Unisys Web Ordering System (WOS) for WO 0011 of this Task Order:

Richard Moore

3. As a result of this modification, the total amount funded on the Task Order is increased by $972,457.93 from $475,176,594.40 to $476,149,052.33. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
P00069	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 29,965,120.48

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Charles T Eppright Contracting Officer, 571-227-3055	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED May 13, 2004

PURPOSE:

The purpose of this modification is to:

1. Make administrative changes to identify a change in personnel for the TSA Lead ITMS Contracting Officer.
2. Provide incremental and ATP funding.

MODIFICATION:

1. Incorporate the following Administrative Changes to the Task Order:

F.2 TASK ORDER (TO), WORK ORDERS (W0), AND (SERVICE ORDERS)

e. This TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding the schedule changes or problems with performance shall be sent by the Contractor to:

Attn: Charles Eppright, Lead Contracting Officer
Contract # DTTS59-99-D-00467
Task Order # DTSA20-02-D-00485
Department of Homeland Security
TSA Headquarters – West Building
Office of Acquisition [TSA-25]
10th Floor
601 South 12th Street
Arlington, VA 22202-4220

F.4 PLACE AND METHOD OF DELIVERY

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer at the following address:

Charles Eppright, Lead Contracting Officer
Department of Homeland Security
TSA Headquarters – West Building
Office of Acquisition [TSA-25]
10th Floor
601 South 12th Street
Arlington, VA 22202-4220

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Transportation Security Administration Contracting Officer (CO), identified below, has the overall responsibility for this Task Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Charles, Lead Contracting Officer
Department of Homeland Security
TSA Headquarters – West Building
Office of Acquisition [TSA-25]
10th Floor
601 South 12th Street
Arlington, VA 22202-4220

Alternate Contracting Officers are named as follows:
Megan R. Dake, Contracting Officer
Connie Thornton, Contracting Officer
Christopher E. Zeleznik, Contracting Officer
Latua Baker, Contracting Officer

G.3 BILLING INSTRUCTIONS
Address changes are as follows:

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

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

The Contractor shall also submit a copy to the CO and COTR at the following addresses:

Charles Eppright, Lead Contracting Officer
Department of Homeland Security
TSA Headquarters – West Building
Office of Acquisition [TSA-25]
10th Floor
601 South 12th Street
Arlington, VA 22202-4220

Warren Dudenbostel, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

G.5 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by the prime contractor under this task order. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the WO or SO level. It provides a technical activity summary by SO number. The report must be received by the CO and COTR, via e-mail charles.eppright1@dhs.gov and Warren.Dudenbostel@dhs.gov, no later than the 15th of each month. The report shall be submitted in Microsoft Word format version 6.0 or higher.

2. Obligation Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests as specified in Exhibits 1 and 2.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-FIN-035	6	ADMIN-KRONOS	WO#06 Kronos Requirements	$2,600,731.00	05AD000000/2004/5C3CCFOA47/3C13000000/25305 (F)
PREQ-04-WPT-422	2	ADMIN-HQ-OA	TSA Headquarters Office Automation Requirement	$45,226.00	05AD000000/2004/5D3ATQPB21/3A01100000/25305 (F)
			Subtotal	$2,645,957.00	

Exhibit 2:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CIO-116	2	ADMIN-HQ-IMAC	TSA HQ IMAC Requirements	$2,147.75	05X0508140/2004/5C3ECIOB19/3E20000000/25305 (F)
PREQ-04-CIO-121	2	ADMIN-COTS	COTS Requirments	$51,724.80	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-122	2	ADMIN-HQ-IMAC	TSA HQ IMAC Requirments	$127,266.25	05AD000000/2004/5C3ECIOB18/3E50000000/25305 (F)
PREQ-04-CIO-127A	2	MSPPO-075	High Speed Copiers	$62,158.10	05AV000000/2004/1C3ECIOB11/3E50000000/25305 (F)
PREQ-04-CIO-128A	8	AUSCIO-046	E-GOV Platform 1A Recurring Equipment	$766,172.44	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-129A	8	AUSCIO-047	E-GOV Platform 1B Recurring Equipment	$3,150,272.66	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-129A	8	AUSCIO-047	E-GOV Platform 1B Recurring T&M Labor	$1,760,253.75	05AD000000/2004/5C3ECIOB19/3E5000000/25305 (F)
PREQ-04-CIO-129A	8	AUSCIO-047	E-GOV Platform 1B ODC	$2,061.30	05AD000000/2004/5C3ECIOB19/3E5000000/25305 (F)
PREQ-04-CIO-148A	2	MSPPO-035	On-Site IT Technicians	$1,159,255.10	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (F)
PREQ-04-CIO-149A	2	MSPPO-041	On-Site IT Technicians	$283,650.30	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (F)
PREQ-04-CIO-150A	2	MSPPO-057	On-Site IT Technicians	$1,619,527.42	05AV000000/2004/1C3ECIOB13/3E50000000/25305 (F)
PREQ-04-CIO-159	1	HQCIO-003	Planet Wintel Server	$62,784.74	05X0508140/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-183	3	ADMIN-CELL	Cell Phone Requirements	$3,340,500.00	05AD000000/2004/5C3ECIOB17/3E50000000/25305 (F)
PREQ-04-CIO-191	1	WO#1,2,3	ATP for WO #1, 2, 3 Go Forward CLIN	$9,000,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-192	2	Deployment CLIN	ATP for Deployment CLIN	$5,000,000.00	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-193	5	WO#05 SOO	WO#05 SOO Recurring Equipment	$139,106.90	05AD000000/2004/5C3ECIOB19/3E50000000/25305(F)
PREQ-04-CIO-193	5	WO#05 SOO	WO#05 SOO Recurring T&M Labor	$373,814.50	05AD00000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-193	5	WO#05 SOO	WO#05 Recurring T&M Other	$118,542.00	05AD00000/2004/5C3ECIOB19/3E50000000/25305 (F)
PREQ-04-CIO-199	3	ADMIN-HQ-IMAC	TSA HQ IMAC Requirements	$299,925.47	05AD00000/2004/5C3ECIOB18/3E50000000/25305-(F)
			Subtotal	$27,319,163.48	

Note: PREQ-04-CIO-191 and PREQ-04-CIO-192 established funding for the ATP authorizations for ongoing support associated with the Unisys proposals for SOO 1-2-3- Go Forward and Continued Deployment of White Package services.

3. Contract Modification 066 was executed after Contract Modification 068 which created a mathematical error in the carry forward amount on contract Modification 068. Paragraph 3 of Contract Modification 068 is corrected to read:

> As a result of this modification, the total amount funded on the Task Order is increased by $972,457.93 from $474,977,594.40 to $475,950,052.33.

4. The funded amount of the Task Order contract has increased by $29,965,120.48 from $475,950,052.33 to $505,915,172.81. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
P00070	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 4,178,442.42

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
Marlene L. Emmons Senior Manager of Contracts 703-419-3013	Charles T. Eppright Contracting Officer, 571-227-3065
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (Signature of Contracting Officer)	May 19, 2004

PURPOSE:

The purpose of this modification is to:

1. Reallocate existing funds obligated on the Task Order to designated Service Requests.
2. Provide incremental and ATP funding.

MODIFICATION:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. These reallocations result in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
46	2	PREQ-04-CIO-225	AUSCIO-023 Site Prep	$52,855.88	1	ADMIN-FSD-GFE	$52,855.88
46	2	PREQ-04-CIO-225	AUSCIO-023 Site Prep	$20,682.20	3	ADMIN-CELL	$20,682.20
37	3	PREQ-04-CIO-227	AUSCIO-174 Blackberry	$750,000.00	3	ADMIN-BB	$750,000.00
			Total	$823,538.08		Total	$823,538.08

TSA Accounting Code is as follows:
PREQ-04-CIO-225 05AV000000/2004/1C3ECIOB12/2B0000000/25305 (Originating PR# was PREQ-04-CIO-044)
PREQ-04-CIO-227 05X0508500/2004/102ECIOA46/2E40000000/25305 (Originating PR# was PR 03-011-110)

2. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-AOP-036.1	6	ADMIN-SABRE	SABRE Requirements	$3,000,000.00	05X0508140/2004/1C2BAOPA84/2B00000000/25305 (F)
PREQ-04-CIO-110	4	AUSCIO-040	Enterprise Management Recurring T&M	$186,601.60	05AD000000/2004/5C3ECIOB19/3E60000000/25305 (F)
PREQ-04-CIO-154A	2	HQCIO-008	Security Engineering Services	$991,840.82	05AD000000/2004/5C3ECIOB19/3E50000000/25305 (F)
			Subtotal	$4,178,442.42	

3. The funded amount of the Task Order contract has increased by $4,178,442.42 from $505,915,172.81 to $510,093,615.23. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
00071	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data **Increase $4,273,499.01**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 401-3419
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ /S/ _____ (Signature of Contracting Officer)	16C. DATE SIGNED 06/07/2004

PURPOSE:

The purpose of this modification is to obligate funding and reallocate previously obligated funding as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1. OBLIGATION FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RIHS-04-00032	11	HSOC IAIP (SR-40046)	HSSCHQ-04-F-00750	$ 143,200.00
Accounting Code: NONE000-000-CC-1030-00-000-0600-0000-00-00-00-00-GE-OE-3126-00000				
RICD-04-00030	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSSCHQ-04-F-00767	212,919.36
Accounting Code: RPAOTHR-000-A4-2020-00-000-0703-0000-00-00-00-00-GESU-2609-000000				
RUIO-04-00121	11	INFORMATION SECURITY TRAINING (SR-40028, DHS Security Certification & Accreditation)	HSSCHQ-04-F-00669	391,200.00
Accounting Code: OITS001/000/MA/20-35-00-000/20-70-0100-01-04-00-00/(GE)-OE-25-14/000000				
RUIO-04-00125	11	CISO IT SECURITY PROGRAM (SR-40037)	HSSCHQ-04-F-00700	2,564,973.00
Accounting Code: NONE001-000-MB-20-35-00-000-20-07-0000-00-00-00-00-SE-OE-25-37-000000				
RSMD-04-00011	11	S&T FT. DETRICK EMERGENCY PREPAREDNESS	HSSCHQ-04-F-00723	29,322.45
Accounting Code: NONE000-000-SE-90-50-VA-003-04-01-0000-00-00-00-00-GE-OE-25-11-000000				
			Subtotal	$3,341,614.81

1.B. OBLIGATIONS WITH SPECIAL BILLING REQUIREMENTS. The following obligations are executed pursuant to funding provided under two Military Interdepartmental Purchase Requests (MIPRs). The contractor shall identify and cite on its invoice(s) the complete MIPR accounting classification codes as shown below and as designated by the Government upon placement of individual Service Orders (SOs) and Service Requests (SRs). Invoices for these two MIPRs shall be rendered to the following Paying Office address:

DFAS-SA
500 McCullough Avenue
San Antonio, TX 78215-2100

The Government will accept a faxed copy of the invoices to the Paying Office at Fax number 240-527-8837; contact voice number 240-527-8841 to confirm complete receipt. Copies of these invoices shall be rendered to the TSA Acquisition Office and to the Contracting Officer and Contracting Officer's Technical Representative (COTR) for W.O. 00011, as previously specified in Section G.3, Billing Instructions.

PR Number;
MIPR Number;

MIPR Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RSPB-04-00068 MIPR # 703120-4124-N927	11	S&T INFRASTRUCTURE FOR VERMONT AVENUE (SR-40041)	HSSCHQ-04-F-00762	$ 799,864.68

MIPR Accounting Classification Code:
70 3 0800 0142 OHS81992SGG00S000025GYP1QR4S7031204124N927QR4SP1 018064 for $705,278.00
70 3 0800 0142 OHS819923PS003100025GYP1QRKX7031204124N927QRKXP1 018064 for $94,586.68

RSPB-04-00069 MIPR # 703120-4124-N928	11	S&T INFRASTRUCTURE FOR VERMONT AVENUE (SR-40042)	HSSCHQ-04-F-00764	132,019.52

MIPR Accounting Classification Code:
70 3 0800 0142 OHS819925PS005000025GYP1QRTA7031204124N928QRTAP1 018064

Subtotal	$ 931,884.20
Plus Subtotal from Previous Page 2	3,341,614.81
TOTAL OBLIGATED	$4,273,499.01

2. REALLOCATION OF PREVIOUSLY OBLIGATED FUNDING. The funds of $961,527.93 previously obligated under Obligation Account Name ADMIN-DHS-HQ-CIO, Unique Identifier HSSCHQ-04-F-00701 by Modification No. 00068 are herby reallocated into the Obligation Account Names and Unique Identifiers as indicated below.

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00565	11	ADMIN-DHS-HQ-CIO	HSSCHQ-04-F-00701	$904,661.45
		BUILD-OUT 4TH FLOOR 7TH & D STREET (SR-40031)	HSSCHQ-04-F-00701	56,856.48

Accounting Code: 01NF001/000/MA/20-35-00-000/20-07-0500-01-00-00-00/(GE)0E-31-10-00/000000

Total	$961,527.93

3. As a result of this modification, the total amount funded on the Task Order is increased by $4,273,499.01 from $510,093,615.23 to

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-HS	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00072	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 513,890.32

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
Marlene L. Emmons Senior Manager of Contracts 703-413-3013	Charles T. Eppright Contracting Officer, 571-227-3065

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	May 3, 2004	BY: Charles T. Eppright (Signature of Contracting Officer)	June 3, 2004

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Deobligate funds from WPT PR, PREQ-04-WPT-422.1
3. Obligate funding for various Administrative SRs for office automation requirements.

MODIFICATION:

1. Unisys Proposal Acceptance: Accept and Incorporate by reference the following Unisys proposal submissions:
   a. SR-40012, Regal Resource Model
      Cost Proposal dated 07 May 2004
   b. AUSCIO-376, Work Force Planning Software for WPT
      Cost Proposal V.1 dated 25 May 2004
   c. SR AUSCIO-047, "eGOV Operating Platform Build (eGov Release 1B)
      Technical Proposal V1.0 with revised page inserts dated 14 May 2004 and 19 May 2004
      The purpose of this proposal is to incorporate language into the technical proposal to include AMSS support to the TSARM application, SR AUSCIO-191.
   d. SR-40009, Installation, Configuration and Testing of the NAC LAN
      Cost Proposal V1.0 dated 25 March 2004 in the amount of $42,063.00
      Technical Proposal V1.0 dated 11 May 20
      Funds provided under modification 060, PREQ-04-CIO-171, in the amount of $30,683 and modification 066, PREQ-04-CIO-188, in the amount of $11,380 are to be used to fully fund this effort.
   e. SR-40023, Risk Management 3.0
      Cost Proposal V2.0 dated 27 May 2004 in the total amount of $349,983.42
      Clarification Request Response dated 27 May 2004
      Funds for this effort are provided in paragraph 2 below by PREQ-04-SMA-019.

2. Obligated Funding: Bulk funding is obligated to the specified Administrative SR to support various office automation requirements. PREQ-04-SMA-019 provides funding for SR-40023 Risk Management 3.0 accepted in paragraph 1e above.

Exhibit 1
Accounting and Appropriation Data (Standard Form 30, Block 12

PR Numer	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
PREQ-04-CAO-040	1	ADMIN-FSD-GFE	GFE Support of FSD	$52,169.44	05AD000000/2004/5B3CMSA91/3C2010000/25305 (F)
PREQ-04-CAO-040	3	ADMIN-CELL	TSA Cell Phone Requirements	$20,413.60	05AD000000/2004/5B3CMSCA91/3C2010000/25305 (F)
PREQ-04-C00-020	2	ADMIN-TSCC	TSCC Seats, IMACs, Office Automation and Communication Requirements	$28,900.00	05AV000000/2004/1C2BAOPA26/2B0100000/25305 (P)
PREQ-04-C00-021	2	ADMIN-TSCC	TSCC Seats, IMACs, Office Automation and Communication Requirements	$11,000.00	05AV000000/2004/1C2BAOPA26/2B0100000/25305 (P)
PREQ-04-C00-023	3	ADMIN-CELL	TSA Cell Phone Requirements	$47,100.00	05AV000000/2004/1C2BAOPA26/2B0100000/25305 (P)
PREQ-04-OMB-009	1	ADMIN-GFE-HQ	GFE Support of HQ	$14,299.86	05AD000000/2004/5A1G0M000/1G00000000/25305 (P)
PREQ-04-SMA-019	8	SR-40023	Risk Management Assessment 3.0	$349,983.42	05X0508140/2004/5A1ESMAA90/1E40000000/25305 (F)
			Subtotal	$523,866.32	

3. Deobligate Funding: Funds in the amount of $9,976.00 are deobligated from PREQ-04-WPT-422 as indicated below.

Mod	PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
59	PREQ-04-WPT-422	2	ADMIN-HQ-OA	TSA Headquarters Office Automation Requirements	-$9,976.00	05AD000000/2004/5D3ATQPB21/3A01100000/25305
				Subtotal	-$9,976.00	

4. The funded amount of the Task Order contract has increased by $513,890.32 from $514,367,114.24 to $514,881,004.56. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
073	See Block 16C.	N/A	

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 14 400 Seventh Street, S.W. Washington, D.C. 20590		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

INCREASE OF $320,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) FAR Part 43.103 (b) Unilateral Modification

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons Sr Manger of Contracts 703-419-3018	Megan R. Dake - Contracting Officer (202) 997-4374

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)	

PURPOSE:

The purposes of this modification are to:

a. Create the administrative SR titled "ADMIN-DHS-FY03". The purpose of creating this SR is to reallocate existing funds obligated on the Task Order to designated Service Requests.
b. Reallocate WO 0009 funding as described below to SR ADMIN-DHS-FY03.
c. Reallocate funds from "SR/SO TBD" and SR "DHS-TBD" to the appropriate FY03 SRs. These SRs do not exist and were place holders until the correct SR was identified.
d. Reallocate FY04 funding.
e. Accept SR's DHS-038, DHS-003 and DHS-052 and incorporate this into the task order.
f. Correct modification 61.

MODIFICATION:

1. ADMIN-DHS-FY03 Service Request (SR) is hereby created. The following Service Order's (SO's) are redirected to this SR since they are not associated with any Fiscal Year (FY) 03 SR. The SO's are as follows:

- DHS(T)-002 (4) Polycom Conference Telephones
- DHS(T)-003 Flatbed Scanners
- DHS(T)-005 (10) Fax machines
- DHS(T)-006 (10) Polycom Soundpoint Telephones
- DHS(T)-007 (5) 27" Color Televisions
- DHS(T)-010 Ergonomic Keyboard
- DHS-001 (2) 27" Color TVs
- DHS-005 (1) Laptop
- DHS-006 ODC for 1 Blackberry and 1 Portable Printer(CP Accepted 02/11/2003)
- DHS-007 (4) 27" Color Televisions for DHS requires installation.
- DHS-009 (2) Large Network Copiers
- DHS-011 (2) Laptop computers
- DHS-015 MS Visio & Project (10 copies of each)
- DHS-024 Audio Conference Phone
- DHS-032 (1) Desktop for COMSEC
- DHS-035 Printers and Shredders
- DHS-042 MS Project License
- DHS-043 Lexmark Printer order
- DHS-053 50 MS Visio Licenses
- DHS-054 Copier and Fax Machine
- DHS-060 Two (2) Red Pkg 27" TV
- DHS-061 HP Scanner
- DHS-075 Ergonomic Keyboards
- DHS-079 Shredder for the NAC, building 7
- DHS-081 Order Optical Mouse
- DHS-083 Adobe Photoshop Version 7.0
- DHS-091 Lanier 5645 Printers (2 each
- DHS-092 Multiple Hardware and Software items for DHS users
- DHS-100 IT Equipment for BTS
- DHS-114 Fiber NIC Cards
- DHS-125 PMO CLIN Order for BTS at 1150 17th St.

2. a.) The FY03 SR's listed below were all over funded in FY 2003 with 2003 funding. The remaining funds (listed below) from each SR are reallocated to SR ADMIN-DHS-FY03:

FY03 SR	Additional Funds Available
AUSCIO-028	$110,454.20
AUSCIO-057	$420,436
DHS-003	$3,595
DHS-029	$476
DHS-044	$24,722
DHS-052	$13,893
DHS-106	$31,952
DHS-110	$15,320
FY03 Funds remaining	$620,848.20

Fiscal Year 2003 funds remaining in the amount of $620,848.20 are reallocated to SR ADMIN-DHS-FY03. These funds may now be used to fund SOs reallocated to SR ADMIN-DHS-FY03 cited in number 1 of this modification.

3. **From DHS-TBD:** SR DHS-TBD was funded in the amount of $146,049.00 by modification 25. Since there is no SR in the Web Ordering System (WOS) titled DHS-TBD, these funds need to be reallocated to the appropriate SR. Funding, as indicated below, is to be reallocated **FROM** the designated Service Request # and title **TO** the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

Fiscal Year 2003 funds in the amount of $146,049.00 are reallocated as follows:

PR #	WO #	From SR#	Description	Amount	To SR#	Desscription
PR-03-011-153	9	DHS-TBD	Various DHS SO/SRs	$146,049.00	9 ADMIN-DHS-FY03	DHS Seats, Software, Others TBD

The total amount of FY03 funding reallocated to SR ADMIN-DHS-FY03 is $766,897.20 (see number 2 and number 3 above.)

4. **From SR/SO TBD:** Service Request SR/SO TBD was funded in the amount of $600,000.00 by modification 22. Since there is no SR in the Web Ordering System (WOS) titled SR/SO TBD, these funds need to be reallocated to the appropriate SRs. TSA has already paid Unisys invoices in the following amounts below using funds obligated towards SR/SO TBD. $480,907.68 funds remain to be reallocated.

INVOICE Details	Rec'd	Invoice ID #	Invoiced Amt	mod #	Order ID	PR # related to Invoice	PR Funding allocated to invoice	Orginal Funding	Rer
AUSCIO-057 & DHS-026									
Invoice Total	9/5/03	JM141237	$ 23,337.58		AUSCIO-057	03-011-195	$ 23,337.58	$ 600,000.00	$
NO CHECK	10/6/03	JM140300	$ 25,742.00	22		03-011-195	$ 25,742.00		$
Invoice Total	10/3/03	JM141681	$ 16,902.08	22	AUSCIO-57	03-011-195	$ 16,902.08		$
Invoice Total	11/20/03	JM142435	$ 16,902.08	22	AUSCIO-057/FY04	03-011-195	$ 16,902.08		$
Invoice Total	11/20/03	JM142435	$ 6,435.50	22	DHS-026/FY04	03-011-195	$ 6,435.50		$
Invoice Total	11/20/03	JM142435	$ 6,435.50	22	DHS-026/FY03	03-011-195	$ 6,435.50		$
Invoice Total	12/17/03	JM143008	$ 16,902.08	22	AUSCIO-057	03-011-195	$ 16,902.08		$
Invoice Total	12/17/03	JM143008	$ 6,435.50	22	DHS-026	03-011-195	$ 6,435.50		$

Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. These reallocations result in no change in the total funding of a specific PR or in the total overall Task Order funding.

a.)Fiscal Year 2003 funds are reallocated as follows:

PR #	WO #	From SR#	Description	Amount		To SR#	Description
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$32,664.42	9	DHS-076	SARs Emergency
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$20,479.10	9	DHS-050	Consumables
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$2,309.00	9	DHS-068	TECs
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$1,123.00	9	DHS-030	Database Analyst
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$11,753.32	9	DHS-038	DHS Standup NAC bldg 7
PR-03-011-195	9	SR/SO TBD	DHS office automation & communication reqts	$601.80	9	DHS-013	Blast Fax
PR-03-011-195	9	SR/SO TBD	DHS office automation & communication reqts	$2,309.00	9	DHS-068	TECS
PR-03-011-195	9	SR/SO TBD	DHS office automation & communication reqts	$895.00	9	DHS-105	Color Copier
PR-03-011-195	9	SR/SO TBD	DHS office automation & communication reqts	$2,902.00	9	DHS-104	HP4200 DTN Printer
PR-03-011-195	9	SR/SO TBD	DHS Seats, Software, Others TBD	$405,871.04	9	ADMIN-DHS-FY03	DHS Seats, Software, Others TBD
			TOTAL	$480,907.68			

b.) The total amount of funds reallocated from SR SR/SO TBD is $480,907.68.

5. Other Reallocations:

a.) Fiscal Year 2004 funds are reallocated as follows:

PR #	WO #	From SR#	Description	Amount		To SR#	Description
PREQ-04-CIO-186	9	ADMIN-DHS-OA	Equipment requirements for NAC building 1	$132,110.90	9	ADMIN-DHS-CIO	Equipment requirements for NAC building 1
PREQ-04-CIO-187	9	ADMIN-DHS-OA	Equipment requirements for NAC building 1	$131,099.16	9	ADMIN-DHS-CIO	Equipment requirements for NAC building 1
PREQ-04-CIO-083	9	DHS-116	Phase 2 Vermont avenue	$91,072.00	9	DHS-110	Phase 2 Vermont Avenue
PREQ-04-CIO-093	9	DHS-029	DHS Forest	$145,019.00	9	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs
PREQ-04-CIO-099	9	DHS-164	Installation, Configuration and Testing of the NAC-Lan	$42,063.00	9	SR-40009	Installation, Configuration and Testing of the NAC-Lan
PREQ-04-CIO-087	9	DHS-038	DHS Standup NAC bldg 7	$22,470.00	9	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication

							Requirements for already established/priced CLINs
PREQ-04-CIO-051	9	ADMIN-DHS-001	DHS office automation & communication reqts	$750,000	9	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs
PREQ-04-CIO-029	9	DHS Admin SR# TBD	Various SOs for IT Services, Communications, and equip requirements	$4,493.00	9	DHS-013	Blast Fax
PREQ-04-CIO-029	9	DHS Admin SR# TBD	Various SOs for IT Services, Communications, and equip requirements	$2,309.00	9	DHS-068	TECs
PREQ-04-CIO-029	9	DHS Admin SR# TBD	Various SOs for IT Services, Communications, and equip requirements	$895.00	9	DHS-105	Color Copier
PREQ-04-CIO-029	9	DHS Admin SR# TBD	Various SOs for IT Services, Communications, and equip requirements	$2,902.00	9	DHS-104	HP4200 DTN Printer
PREQ-04-CIO-029	9	DHS Admin SR# TBD	Various SOs for IT Services, Communications, and equip requirements	$489,401.00	9	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs
			TOTAL	**$1,813,834.06**			

6. In the WOS, Service Order DHS-099 should only reference one Service Request, which should be SR DHS-039.

7. Accept and Incorporate by reference the following Unisys Service Requests:

   a. DHS-038 titled "DHS Standup of the NAC Bldg. 7" V1.2 dated 16 April 2004 in the amount of $11,753.32.

   b. DHS-003 titled "Near Term Defense Messaging System Capability for the Department of Homeland Security"
      1. Cost proposal, V1.1, dated 16 April 2004
      2. Technical Proposal dated 07 October 2003
      3. Statement of Work dated 07 October 2003

   c. DHS-052 titled "Deployment of ProSight/Decommission of the Information Technology Investment Portfolio System (ITIPS)/ Enterprise Architecture Management System (EAMS)"
      1. Cost Proposal V6.2 dated 09 June 2004
      2. Technical Proposal V6.2 dated 08 June 2004

Funds obligated under modification 42 with PR# PREQ-04-CIO-034 in the amount of $1,408,600.00 and this modification with PREQ-04-CIO-226 in the amount of $320,000.00 are to be used to fund this SR.

8. Obligate Funds as follows:

Exhibit 1
Accounting and Appropriation Data (Standard Form 30, Block 12

PR Number	WO #	SR #	Title	Amount	TSA Accounting Code
PREQ-04-CIO-226	9	DHS-052	Deployment of ProSight/Decommission of the Information Technology Investment Portfolio System (ITIPS)/ Enterprise Architecture Management System (EAMS)"	$320,000.00	05ADR00000/2004/102EC0R13/3E50000000/25305 (F)

9. Correct modification 61 to read as follows.

Under "MODIFICATION", it should read:

1. Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submission:
a. DHS-030, Temporary Database Analyst, Cost Proposal dated 07 January 2004 in the firm fixed price amount of $1,499.00
Funding for this effort was provided in PR 03-011-130 on Contract Modification 013 with the following appropriation and accounting data: 05X0508109/2003/102CIOR04/2E50000000/25305

10. This modification is being executed after modification 74 which increased the total funds on the task order to $515,395,653.27. As a result, the total funding on the contract has increased by $320,000.00 from $515,395,653.27 to $515,715,653.20. All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-HS	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (if applicable)
00074	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $514,648.71**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 401-3419	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA BY (S) (Signature of Contracting Officer)	16C DATE SIGNED 6/10/2004

PURPOSE:

The purpose of this modification is to obligate funding as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1. OBLIGATION FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00560	11	ADMIN-DHS-HQ-CIO (for N.Y. Avenue – Human Capital Office)	HSSCHQ-04-F-00734	$ 9,143.92
Accounting Code: OINF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00/(GE)-OE-31-10-000000				
RUIO-04-00586	11	NATIONAL PRESS CLUB BUILDOUT (SR-40054)	HSSCHQ-04-F-00733	114,553.59
Accounting Code: OINF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00/(GE)-OE-31-10-000000				
RIHS-04-00037	11	HSOC IAIP (SR-40046) (GFE - Seats for NAC IAIP)	HSSCHQ-04-F-00782	10,951.20
Accounting Code: NONE000-000-CC-1030-000-0600-0000-00-00-00-00-GE-OE-2514-000000				
RUIO-04-00126	11	S&T ISSO PROJECT (SR-40032)	HSSCHQ-04-F-00685	350,000.00
Accounting Code: OITS001/000/MA/20-35-00-000/20-07-0100/01-02-00-00-GE-OE-25-11-000000				
			Subtotal	$484,648.71

1.B. OBLIGATION WITH SPECIAL BILLING REQUIREMENTS. The following obligation is executed pursuant to funding provided under a Military Interdepartmental Purchase Request (MIPR). The contractor shall identify and cite on its invoice(s) the complete MIPR accounting classification code as shown below and as designated by the Government upon placement of individual Service Orders (SOs) and Service Requests (SRs). Invoices for this MIPR shall be rendered to the following Paying Office address:

DFAS-SA
500 McCullough Avenue
San Antonio, TX 78215-2100

The Government will accept a faxed copy of the invoices to the Paying Office at Fax number 240-527-8837; contact voice number 240-527-8841 to confirm complete receipt. Copies of these invoices shall be rendered to the TSA Acquisition Office and to the Contracting Officer and Contracting Officer's Technical Representative (COTR) for W.O. 00011, as previously specified in Section G.3, Billing Instructions.

PR Number;
MIPR Number;

MIPR Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RSRD-04-00121 MIPR # 703120-4154-N946	11	DHS S&T (ORD) RISK ASSESSMENT OF EXTRANET (SR-40052)	HSSCHQ-04-F-00732	$ 30,000.00

MIPR Accounting Classification Code:
70 3 0800 0142 OHS819921PS001400025GYP1QREA7031204154N946QREAP1 018064

Plus Subtotal from Previous Page 2	484,648.71
TOTAL OBLIGATED	$514,648.71

2. As a result of this modification, the total amount funded on the Task Order is increased by $514,648.71 from $514,881,004.56 to $515,395,653.27. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	PR# PREQ-04-CIO-125	5 PROJECT NO (If applicable)
075	See Block 16C.		

6 ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B DATED (see item 13) 13 August 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)

See continuation page for accounting and appropriation data. INCREASE: $2,260,883.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual Agreement

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT

See Continuation Page and Attachment A.

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)
Marlene L. Emmons Senior Manager of Contracts	Daryl Shall - Contracting Officer

15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Marlene L Emmons	June 18, 2004	By Daryl Shall	6/18/04
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

PURPOSE:

The purpose of this modification is as follows:

1. To accept the following the cost and technical proposals:
   a.) SR-40027 US-VISIT Exit Phase II Alternatives (Revised Version 2.0, Dated June 18, 2004 [Cost for the amount of $6,582,000.00]) and SR-40027 US-VISIT Exit Phase II Alternatives (Version 1.0, Dated May 10, 2004 [Technical])
   b.) CLIN 35215AJ US-VISIT Kiosk Key (Version 1.0, Dated May 12, 2004 [Cost])
   c.) CLIN 35216AJ US-VISIT Silicon Pads for Finger Print Readers (Version 1.0, Dated May 26, 2004 [Cost])

2. To increase the ceiling estimate.

3. To obligate funds for the following:
   a.) SR-40027 US-VISIT Exit Phase II Alternatives (Revised Version 2.0 Cost Proposal, Dated June 18, 2004 [Email by Tom Morgan]) for Increment 1, Period of Performance: June 19, 2004 through July 16, 2004 for the amount of $2,260,700.00, which includes labor charges and other than direct cost for associated travel with Increment 1.
   b.) CLIN 35215AJ US-VISIT Kiosk Key (Version 1.0, Dated May 12, 2004) for the amount of $15.00.
   c.) CLIN 35216AJ US-VISIT Silicon Pads for Finger Print Readers (Version 1.0, Dated May 26, 2004) in the amount of $168.00.

4. To define the scope of work for US-VISIT Phase II Exit Pilot Alternatives.

MODIFICATION:

1. The following proposals are hereby accepted and incorporated by reference:

SR Request Number	Title	Date
SR-40027	US-VISIT Exit Phase II Alternatives Cost Proposal (Revised Version 2.0)	18 June 2004 (Email by Tom Morgan)
SR-40027	US-VISIT Exit Phase II Alternatives Technical Proposal (Version 1.0)	10 May 2004
CLIN 35215AJ	US-VISIT Kiosk Key Cost Proposal	12 May 2004
CLIN 35216AJ	US-VISIT Silicon Pads for Finger Print Readers Cost Proposal	26 May 2004

2. The ceiling amount is hereby increased by $6,582,000.00 from $9,225,000.00 to $15,807,000.00. The increased ceiling estimate ($15,807,000.00) incorporates the three (3) Increments for Phase II.

3. Funds in the amount of $2,260,883.00 for Increment 1 are hereby obligated to the contract. The contractor is not authorized to perform any work that will exceed the not-to-exceed amount of $11,485,883.00. In accordance with the limitation of funds clause, the contractor shall notify the Contracting Officer when it anticipates reaching 75% of the not-to-exceed amount. It should be noted that this amount is exclusive of the forty-five (45) kiosks purchased via contract modification 036 and its corresponding service order.

4. Pending availability of funds, separate administrative modifications will be awarded at a later date to obligate funds for the remaining two (2) Increments in the amounts of $1,960,700.00 and $2,360,600.00 respectively.

5. Attachment A (Concept of Operations) defines the scope of US-VISIT Phase II Exit Pilot Alternatives. This Concept of Operations represents the agreed to requirements for successful development and deployment for US-VISIT Phase II Exit Pilot Alternatives

6 The Accounting and Appropriation Data (Standard Form 30, Block 12) is as follows:

PR Number	WO #	SR Number	SR Title	Amount	TSA Accounting Code
PREQ-04-CIO-026-A	10	USVISIT-001	US Visit	$2,260,883.00	05ADR00000/2004/102ECIOR13/3E50000000/25305 (P)
			Total	$11,485,883.00	

7. In accordance with FAR 52.227-14 Rights in Data – General the Government shall have unlimited rights to the software developed for the US-VISIT effort.

8. All other terms and conditions remain the same.

Homeland Security

ATTACHMENT A

For Modification 075

US-VISIT Exit Pilot Alternatives

Concept of Operations

Version 1.0

March 3, 2004

US-VISIT

United States
Visitor and Immigrant Status Indicator Technology
Program Office

Approval

US-VISIT Program

Approved by:

Patrice L. Ward Date
Increment 1 Manager
US-VISIT Program Office

Document Summary

The US-VISIT Exit Pilot Alternatives Pilot Concept of Operations (CONOPS) is a high-level requirements document that provides a mechanism for users to describe their expectations of the US-VISIT Exit Pilot Alternatives Project. The CONOPS provides input to the development of formal testable system and software requirements specifications.

The objective of the CONOPS is to capture the results of the conceptual analysis process. During this process, the characteristics of the proposed system from the user's perspective and the operational environment in which it needs to function are identified. Both of these aspects, the system's functionality and its operational environment, are equally important.

The CONOPS has the following characteristics:

- Describes the envisioned system
- Identifies the various classes of users
- Identifies the different modes of operation
- Clarifies vague and conflicting needs among users
- Prioritizes the desired and optional needs of the users
- Supports the decision-making process that determines which exit alternative or combination of alternatives should be developed and deployed nationwide
- Serves as the basis for the Functional Requirements Document

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1 Introduction

The objective of the US-VISIT Exit Pilot Project is to evaluate biographic and biometric collection alternatives. The development of the three different pilot alternatives will consider operational and technical feasibility as it relates to compliance, cost effectiveness, and conduciveness with the travel and commerce industries. Results of the pilot project evaluation will be used to determine which exit alternatives will be the most effective and efficient mechanism for collecting and verifying biometric data at international departure ports nationwide. This document outlines the concept of operations for each alternative that will be investigated.

1.1 Background

The Department of Homeland Security (DHS) implemented the US-VISIT Program to record the entry and exit of nonresident aliens into the United States. The capability to record entry has been deployed to 114 air ports of entry and 14 seaports. Increment 1 of the US-VISIT Program also requires the implementation of a capability to record the exit of foreign visitors required to be processed through the US-VISIT Program. The purpose is to provide an ability to determine exactly when visa-holding travelers exit the country, identify those who are over-staying their visas, and identify those who require law enforcement actions.

US-VISIT deployed the exit kiosk solution as an interim exit process for pilot and evaluation on January 5, 2004, to Baltimore International Airport and the Royal Caribbean Cruise Line Terminal at the Miami Seaport. The kiosk pilot uses a workstation attendant to assist the traveler in collecting the biographic and biometric portions of the exit process. This initial pilot solution was selected because of the availability of technology, cost and operational effectiveness, and ease to implement on a restricted timeline.

The kiosk solution, though a tool to fulfill the biographic and biometric collection requirements for a US-VISIT exit solution, did not allow for a biometric confirmation that the traveler departed the country. The US-VISIT regulation, published in the Federal Register on January 5, 2004, provides that DHS is exploring different methods and processes that will be exit pilot programs at up to 15 air and sea ports of entry.

1.2 Exit Pilot Alternatives Assumptions and Constraints

The following assumptions and constrains apply to the Exit Pilot Alternatives.

- It is a mandatory requirement for those travelers required to be processed through US-VISIT to participate in the pilot programs.
- US-VISIT will plan, execute and begin the evaluation of the exit pilot alternatives, outside the scope of the prime contractor.
- US-VISIT will deploy the three exit pilot alternatives (kiosk with technical enhancements, hybrid, mobile device) for testing at one location by July 1, 2004.
- US-VISIT will expand the locations to 14 additional sites with one or more alternatives being piloted by August 1, 2004.
- US-VISIT will begin the evaluation July 1, 2004 with the initial test site and will complete the collection of the evaluation data no later than September 30, 2004.

- A preliminary draft of the evaluation report will be completed by October 31, 2004.
- The final evaluation report will be completed by November 15, 2004.
- The burden of submitting proper US-VISIT departure information is the responsbility of the traveler.
- Biographic and biometric data will be captured in all pilot scenarios.
- Biographic data includes data available in the travel documents' machine-readable zone.
- The success of the pilot alternatives depends on negotiations between the US-VISIT Program Office and port authorities.
- The technology to support the pilot alternatives is available.
- Adequate funding is available.
- Operational resources and time to take enforcement action may not be available prior to departure.
- Regulatory requirements for Advanced Passenger Information (API) outbound data 60 minutes to departure will be realized prior to July 1, 2004.
- Law enforcement response is based on a predetermined biometric watch list threshold.
- Training will be provided prior to execution of pilot alternatives at any pilot site.
- Information gathered during the exit pilot alternatives will be made available only to authorized officials and selected law enforcement agencies on a need-to-know basis to help protect the nation against those who intend to harm American citizens or visitors to our country.
- The mobile device alternative, law enforcement staffed, will be piloted dependent upon available Customs and Border Protection (CBP) or Immigration and Customs Enforcement (ICE) staffing both at the port and the National Targeting Center (NTC) at such times so as not to impose any facilitation conflicts with the entry process and at the discretion of the local CBP Port Director or ICE Special Agent in Charge.
- If travelers are leaving from designated international departure locations, they are required to complete exit processing.

1.3 Overview of the Envisioned Pilots

The US-VISIT Exit Pilot Alternatives Program will include piloting, testing and evaluating three exit alternatives or combination of alternatives at selected international ports of departure. The following are the exit pilot alternatives:

- Kiosk with Technical Enhancements
- Mobile Device
- Hybrid (Kiosk and Mobile Device)

Piloting these three options and or combination of options, as an interim solution, will fulfill the requirements for biometric and biographic data collection at ports of departure and will provide evaluation metrics for determining which exit alternative provides the best solution for DHS. The pilot program will allow US-VISIT the opportunity to plan a coordinated, flexible system, both technically and operationally with other DHS agencies, port authorities and the travel industries.

1.5 Referenced Documents

The following documents are referenced in this document:

- US-VISIT Exit Pilot Proposal, January 30, 2004
- January 5, 2004 Regulation: Implementation of the United States Visitor and Immigrant Status Indicator Technology Program ("US-VISIT"); Biometric Requirements
- Executive Order 13323, December 30, 2003
- US-VISIT Exit Project, Concept of Operations, October 14, 2002
- US-VISIT Exit Pilot Evaluation Plan, March 01, 2004
- US-VISIT Exit Pilot Communication and Outreach Plan, March 01, 2004

2 Goals, Objectives, and Justification for Exit Pilots

Piloting and testing exit alternatives allows US-VISIT the opportunity to plan a coordinated, flexible system that can be evaluated for compliance with the exit requirement. The pilots should be supported both technically and operationally with other DHS agencies. Execution of the alternatives will consider the facility and operational impacts on the port authorities and the travel industries. All of the pilot programs and associated business processes can be modified in accordance with the DHS threat level alerts. The proposed pilot program will culminate with an evaluation and presentation of a final recommendation for implementing an exit solution at international ports of exit nationwide.

2.1 Goals and Objectives of the Exit Pilots (or Capability)

The goal of the pilots is to provide an evaluation of each alternative to support a recommendation for an exit solution that meets the following objectives:

- Biometrically verifies that the traveler departed the U.S.
- Provides real-time enforcement capability
- Continues to use a data collection mechanism that is user-friendly
- Increases accessibility by allowing the greatest number of travelers the ability to comply with the law
- Results in minimal operational impact for DHS personnel and the travel industry
- Builds on current exit capability
- Allows for design and development enhancements that can be expanded to meet future requirements for the US-VISIT Program such as a checkpoint alternative

2.2 Justification for the Exit Pilots (or Capability)

The regulation published on January 5, 2004, required establishing pilot programs to capture biographic and biometric identifiers that would allow for the verification of an alien's identity and status upon departing the United States. The three alternatives that were selected possess the technical and operational capabilities to meet the regulatory mandate.

In addition, the alternatives may prove to have unrealized benefits:

1.3.1 Alternative 1: Kiosk with Technical Enhancements

The kiosk with technical enhancements will continue to utilize the current kiosk and will continue to employ the workstation assistants (WSA) to help travelers who are required to complete exit processing. The ability to take a photograph of the traveler and to print a receipt will be added technical capabilities. The photograph will strengthen compliance and enforcement activities. The printed receipt will provide the traveler documentation after completing the exit process and assist in compliance on their next attempted entry to the country. Minimal operational change is required to continue to implement this alternative as a pilot.

1.3.2 Alternative 2: Mobile Device

The mobile device alternative will require the traveler to perform the entire exit process at the gate or departure area just prior to boarding the departure air or sea craft. The process employs a WSA or DHS law enforcement official, specifically, CBP, ICE or U.S. Coast Guard (USCG) official, to collect biographic data, two fingerprints, and a photograph via a mobile device. The mobile device will print a receipt for the traveler indicating that they have completed the exit process. The appropriate technical ability will be available to transmit the data in a real-time connected mode.

1.3.3 Alternative 3: Hybrid (Kiosk and Mobile Device)

The Hybrid alternative will continue the use of the technically enhanced kiosk to minimize the exit process during boarding and ensure the traveler that used the kiosk is the same identity of the traveler boarding the air or sea craft. The receipt provided by the kiosk will have biometrics (digital fingerprints and photograph) embedded for verification by a WSA or DHS law enforcement official using a mobile device during boarding of the air or sea craft. At the gate, the mobile device does not need to transmit the data in a real-time connected mode.

1.4 Exit Pilot Alternative Scope

The scope of the US-VISIT exit pilots includes the following:

- The kiosk with technical enhancements and hybrid pilots will be operational at up to 13 U.S. airports and two seaports with international departures for evaluation purposes.
- The mobile device pilot alternative will be operational at up to four U.S. airports and one seaport with international departures for evaluation purposes.
- A communications network on which data collected for the pilot alternatives will be transmitted using existing networks in the most cost effective approach.
- A central server where all US-VISIT Exit data for the pilots will be compiled is at the Transportation Security Administration (TSA) network operations center in St. Louis, MO.
- A mobile device is defined as a single device or multiple devices joined together to capture fingerprints, photograph, machine-readable zone of passports or visas, print receipts, and transmit data using various methods. The mobile device must be less than 12 pounds and easily transported by a single person from one location to another with minimal set-up time.
- The same mobile device is intended to meet the functionality of both the mobile device and hybrid pilot alternatives.

- They can be expanded for applicability to air, sea, and land entry and exit processing, for example: general aviation, helipads, seaplanes, sea cargo, onboard cruise inspections, ferries, snowmobiles, logging trails, rail, and buses.
- They provide other law enforcement entities such as the Border Patrol, ICE and the USCG real-time enforcement response opportunity.
- They provide flexibility to operational processes in that a mitigation strategy can be written in alignment with heightened states of security.
- They use of a combination of alternatives dependent on the unique operational environments.

3 Work Processes to be Automated and Supported

The following sections provide the work process viewed for each of the pilot alternatives.

3.1 Alternative 1: Kiosk with Technical Enhancements

The work processes encompassed in the Alternative 1: Kiosk with Technical Enhancements are shown in appendix A and described below:

- Travelers will be notified of the requirement to record their departure from the United States at a US-VISIT kiosk when they leave the country through a commercial air or sea port with the exit capability. This information will be provided multiple times before their actual departure:
  - When applying for and receiving their visa
  - When processing through CBP upon arrival into the country
  - When checking in with the travel industry upon departing the country
- After proceeding through travel industry check-in processes and security screening, travelers will proceed to the US-VISIT exit kiosks that will be easily identifiable with appropriate signage. The kiosks will be located in secure locations. The traveler will approach the US-VISIT kiosks to submit their biographic data and biometrics. The initial state of the kiosk is to display pictorially and in English that the passenger should insert a travel document (either a machine-readable passport or visa) into the reader. The document machine-readable zone (MRZ) will be automatically read, and the traveler's name will be displayed. Several attempts for automated read will be allowed. If the document does not bear a readable MRZ, the kiosk may enable a touch-screen virtual keyboard for entry of name, gender, date of birth, and, possibly, travel document type, number, and country of issuance (in lieu of MRZ capture of these items).
- US-VISIT will contract for WSA support to assist the travelers with the proper use of the exit kiosks, provide preventive maintenance, answer general questions, and general support.
- Travelers will be instructed to place their left finger on the fingerprint scanner. The kiosk will repeatedly scan searching for best possible fingerprint obtainable in a configurable period. The kiosk will display clear indicators to instruct the travelers when to remove their finger. Travelers repeat the process the right finger. The kiosk

will allow for the traveler to use alternate digits for fingerprinting in a specified order of priority if the index fingers are not available. The kiosk will record all of the passport MRZ and fingerprint data collected.

- At some point while the traveler is using the kiosk, a photograph will be taken for future law enforcement and identification purposes. The photograph would be similar in quality as that captured during the entry process and not for automated facial recognition at this time.
- After the traveler has correctly completed the process, a receipt will be printed for the traveler for future verification and proof of successfully completing the US-VISIT exit process.
- For network communications, the system will extend existing Government network connections already in the vicinity of the exit kiosks and, where Government connections are not available, may use other communication infrastructure given adequate provisions for network security. If the network is available, the transaction data, along with time stamp information will be transmitted to the TSA central server. If the network is temporarily unavailable, the data will be encrypted and stored locally until the network connection is restored. If there is no network connection at the location or the connection is unavailable for a prolonged period (e.g., data has not been transmitted at the point when attendants are about to depart for the day), the data can be written locally to a CD-ROM for transport to the central server through alternate means. Part of the daily checkout routine for the WSA is to record transaction counts for each station and to observe if any transactions have not been delivered to the central server. Any transactions that have not been delivered are downloaded to a CD on command.
- The central server will have an Immigration and Naturalization Service Automated Biometric Identification System (IDENT) interface that delivers transactions to the IDENT system in the required Exit Tracking Request format. After searching the US-VISIT biometric watch list and verifying identity with an arrival record, the record of departure is forwarded by IDENT to the Arrival/Departure Information System (ADIS). If IDENT does not verify identity against an arrival record, it will forward the biographical data collected to ADIS for potential biographical matching with arrival records and APIS departure manifests.
- When the Exit Tracking Response from IDENT is received, it is stored in the TSA central database and associated with the Exit Tracking Request to be available for display or inquiry to a CBP officer in secondary should a traveler on a subsequent entry claim to have complied with the exit requirements, but may not have had this information correlated in the ADIS databases.
- Biometric watch list matches for fingerprints submitted by a traveler exiting the country will first be made electronically in the US-VISIT IDENT system and then forwarded to a fingerprint examiner for confirmation. Immediately after verification of a positive biometric watch list match, the US-VISIT fingerprint examiner will telephone the CBP NTC to provide the name of the subject, the nature of the match, the location from which the prints were submitted, and any other relevant data. Standard Operating Procedures (SOPs) will be developed for appropriate law enforcement response depending on the biometric watch list classification.
- Travelers who reported their departure using the US-VISIT exit kiosk, but who were not on an APIS manifest when records were correlated in ADIS, will be identified as

possible individuals remaining in the country unlawfully. These individuals will be forwarded to the appropriate DHS bureau for investigation.

3.2 Alternative 2: Mobile Device

The work processes encompassed in the Alternative 2: Mobile Device are shown in appendix B for a DHS law enforcement official appendix C for a WSA and described below:

- Travelers will be notified of the requirement to record their departure from the United States at the departure gate or area when they leave the country through a commercial air or sea port with the exit capability. This information will be provided multiple times before their actual departure:
  - When applying for and receiving their visa
  - When processing through CBP upon arrival into the country
  - When checking in with the travel industry upon departing the country
  - While waiting for the departing air or sea carrier in the departure gate or area
- After proceeding through travel industry check-in processes and security screening, travelers will proceed to their departure gate or area. WSAs or DHS law enforcement officials will be located at or near the departure gate or area. (US-VISIT will contract for WSA support to staff the mobile devices at the departure gate or area if DHS law enforcement resources or operational information does not warrant staffing by law enforcement officials.)
- To submit their biographic data and biometrics, travelers will approach the WSA or DHS law enforcement official using a mobile device. The document MRZ will be read and the traveler's information will be displayed. If the document does not bear a readable MRZ, a manual method will used for entry of name, gender, date of birth, and, possibly, travel document type, number, and country of issuance (in lieu of MRZ capture of these items).
- Travelers will then be instructed to place their left finger on the fingerprint scanner. The kiosk will repeatedly scan searching for best possible fingerprint obtainable in a configurable period. The mobile device will display clear indicators to advise the WSA when to instruct the travelers to remove their finger. Travelers repeat the process for their right finger. The mobile device will allow for the passenger to use alternate digits for fingerprinting in a specified order of priority if the index fingers are not available. The mobile device will record all of the passport MRZ and fingerprint data collected.
- A photograph will be taken for future law enforcement and identification purposes. The photograph would be similar in quality as that captured during the entry process and not for automated facial recognition at this time.
- A receipt will be printed for the traveler for future verification and proof of successfully completing the US-VISIT exit process.
- For network communications, the mobile devices will extend existing Government network connections already in the vicinity of the departure gates or areas and, where Government connections are not available, may use other communication infrastructure given adequate provisions for network security. If the network is available, the transaction data, along with time stamp information will be transmitted

to the TSA central server. If the network is temporarily unavailable to the kiosk, the data will be encrypted and stored locally until the network connection is restored.

- The central server will have an IDENT interface that delivers transactions to the IDENT system in the required Exit Tracking Request format. After searching the US-VISIT biometric watch list and verifying identity with an arrival record, the record of departure is forwarded by IDENT to ADIS. If IDENT does not verify identity against an arrival record, it will forward the biographical data collected to ADIS for potential biographical matching with arrival records.
- Biometric watch list matches for fingerprints submitted by a traveler exiting the country will first be made electronically in the US-VISIT IDENT system and then forwarded to a fingerprint examiner for confirmation. Immediately after verification of a positive biometric watch list match, the US-VISIT fingerprint examiner will telephone the CBP NTC to provide the name of the subject, the nature of the match, the location from which the prints were submitted, and any other relevant data. SOPs will be developed for appropriate law enforcement response depending on the biometric watch list classification and who submitted the transaction (WSA or DHS law enforcement official).
  - **DHS Law Enforcement Official**: If the transaction is submitted from a mobile device used by a DHS law enforcement official, a response similar to US-VISIT primary entry processing will be returned to the same mobile device before the traveler will be allowed to board.
  - If possible negative information is returned to the DHS law enforcement official from the biometric watch list search, the traveler will not be allowed to board until a final response is returned from the NTC.
  - If the biometric watch list search does not return negative information, the traveler will be allowed to board.
  - If a DHS law enforcement official submitted the transaction, the NTC will enter a final resolution of the hit for display on the mobile devices to inform the DHS law enforcement official of the appropriate action: board or don't board, including details of the biometric watch list record, such as terrorist, wanted murderer, etc.
  - WSA: If the transaction is submitted from a mobile device used by a WSA, no response will be returned to the mobile device.
- When the Exit Tracking Response from IDENT is received, it is stored in the TSA central database and associated with the Exit Tracking Request to be available for display or inquiry to a CBP officer in secondary should a traveler on a subsequent entry claim to have complied with the exit requirements but who may not have had this information correlated in the ADIS databases.

3.3 Alternative 3: Hybrid (Kiosk and Mobile Device)

The work processes encompassed in the Alternative 3: Hybrid are shown in appendix D and described below:

- Travelers will be notified of the requirement to record their departure from the United States at a US-VISIT kiosk when they leave the country through a commercial air or sea port with the exit capability. This information will be provided multiple times before their actual departure.

- When applying for and receiving their visa
- When processing through CBP upon arrival into the country
- When checking in with the travel industry upon departing the country
- While waiting for the departing air or sea carrier in the departure gate or area

- After proceeding through travel industry check-in processes and security screening, travelers will proceed to the US-VISIT kiosk that will be easily identifiable with appropriate signage. The kiosks will be located in secure locations. The traveler will approach the US-VISIT kiosks to submit their biographic data and biometrics. The initial state of the kiosk is to display pictorially and in English that the passenger should insert a travel document (either a machine-readable passport or visa) into the reader. The document MRZ will be automatically read, and the traveler's name will be displayed. Several attempts for automated read will be allowed. If the document does not bear a readable MRZ, the kiosk may enable a touch-screen virtual keyboard for entry of name, gender, date of birth, and, possibly, travel document type, number, and country of issuance (in lieu of MRZ capture of these items).
- US-VISIT will contract for WSA support to assist the travelers with the proper use of the exit kiosks, provide preventive maintenance, answer general questions, and general support.
- Travelers will then be instructed to place their left finger on the fingerprint scanner. The kiosk will repeatedly scan searching for best possible fingerprint obtainable in a configurable period. The kiosk will display clear indicators to instruct the travelers when to remove their finger. Travelers repeat the process for their right finger. The software will allow for the passenger to use alternate digits for fingerprinting in a specified order of priority if the index fingers are not available. The kiosk will record all of the passport MRZ and fingerprint data collected.
- At some points while the traveler is using the kiosk, a photograph will be taken for future law enforcement and identification purposes. The photograph would be similar in quality as that captured during the entry process and not for automated facial recognition at this time.
- After the traveler has correctly completed the process, a receipt will be printed for the traveler for future verification and proof of successfully completing the US-VISIT exit process.
- For network communications, the system will extend existing Government network connections already in the vicinity of the exit kiosks and, where Government connections are not available, may use other communication infrastructure given adequate provisions for network security. If the network is available, the transaction data, along with time stamp information will be transmitted to the TSA central server. If the network is temporarily unavailable, the data will be encrypted and stored locally until the network connection is restored. If there is no network connection at the location or the connection is unavailable for a prolonged period (e.g., data has not been transmitted at the point when attendants are about to depart for the day), the data can be written locally to a CD-ROM for transport to the central server using alternate means. Part of the daily checkout routine for the WSA is to record transaction counts for each station and to observe if any transactions have not been delivered to the central server. Any transactions that have not been delivered are downloaded to a CD on command.

- The central server will have an IDENT interface that delivers transactions to the IDENT system in the required Exit Tracking Request format. After searching the US-VISIT biometric watch list and verifying identity with an arrival record, the record of departure is forwarded by IDENT to ADIS. If IDENT does not verify identity against an arrival record, it will forward the biographical data collected to ADIS for potential biographical matching with arrival records.
- When the Exit Tracking Response from IDENT is received, it is stored in the TSA central database at St. Louis and associated with the Exit Tracking Request to be available for display or inquiry, such as a CBP officer in secondary should a traveler on a subsequent entry claim to have complied with the exit requirements but who may not have had this information correlated in the ADIS databases.
- Biometric watch list matches for fingerprints submitted by a traveler exiting the country will first be made electronically in the US-VISIT IDENT system and then forwarded to a fingerprint examiner for confirmation. Immediately after verification of a positive biometric watch list match, the US-VISIT fingerprint examiner will telephone the CBP NTC to provide the name of the subject, the nature of the match, the location from which the prints were submitted, and any other relevant data. SOPs will be developed for appropriate law enforcement response depending on the biometric watch list classification.
- Based on threat levels or other operational scenarios, a WSA or DHS law enforcement official will be at the departure gate or area to verify that the identity of the traveler is the same as collected at the exit kiosk process. Typically, the person at the gate or departure area will be a WSA; however, a DHS law enforcement official could also be used based on threat or other operational information. The WSA or DHS law enforcement official will use a mobile device to scan the receipt extracting the embedded MRZ data, fingerprints (including identification of fingerprints collected), and photograph to the mobile device. From the receipt, the MRZ data, identification of fingerprints embedded, and photograph appear to the user on the mobile device. The WSA or DHS law enforcement officialwill collect the corresponding fingerprints using the mobile device and perform a 1:1 match with the live prints and the embedded prints on the receipt to verify identity. The mobile device will show the user a response of a successful or unsuccessful 1:1 match. If an unsuccessful match is returned, limited exception handling will be performed or the user may enter comments to assist in later issue resolution.
- If travelers did not complete the exit kiosk process, they will be directed to the kiosks to perform the process.
- After the air or sea carrier has departed, the WSA or DHS law enforcement official will return to the exit kiosk or other location to upload the data collected via the mobile device to the TSA data center and then to IDENT and ADIS.
- The data collected and transmitted by the mobile device is the verification information collected at time of boarding. This will support 1:1 verification that the traveler who used the kiosk is the same traveler that departed.

4 High-Level Functional Requirements

The following sections provide the high-level functional requirements for each pilot alternative.

4.1 Alternative 1: Kiosk—User Functional Requirements

- **Ergonomics:** The system needs to be ergonomically designed to facilitate the highest quality of fingerprint capture and biographic data capture with minimal inconvenience to the traveler.
- **Biometrics:** There will be biometrics captured at the device to include two fingerprints as the standard. The fingerprint from the index finger of each hand will be recorded. However, if the index finger is not available, then the thumb will be used. If the thumb is not available, then the middle finger is used. The ring and little fingers are next in sequence if the middle finger is also missing. The fingerprint capture device will capture two flat 500x500 dots-per-inch (DPI) fingerprint image Wavelet Scaler Quantization (WSQ) files. These should be marked as to which finger they represent.
- **508 Compliance:** The exit kiosks must be accessible by travelers with handicap requirements.
- **Touch screen:** The system will not have a keyboard or mouse. The only user interface will be a highly durable touch-screen monitor. This display screen should be able to handle a high volume of transactions through the system on a daily basis. Transactions per machine may reach 500 per day. The screen should be a minimum of 15 inches.
- **Physical environment:** The system will have prominent and clear markings as to what the device is to be used for.
- **Quality biometrics:** The capturing of the highest quality biometric is extremely important to recording a successful exit event with the US-VISIT program. After the traveler places a finger on the fingerprint capture device, the system will use an auto capture method to retrieve a high-quality scan or the best print possible in a configurable timeframe (e.g., five seconds). This will be repeated for both index fingers or alternate fingers, if required.
- **Document scanner:** The software will have the ability to obtain the biographical information contained on the travel document presented by the traveler. The client will be able to read and store the biographical data stored inside the machine-readable zone of the document presented.
- **Camera:** A camera will be integrated within the kiosk to capture a photograph at some point during the traveler's use of the kiosk.
- **Receipt:** A printer will be integrated within the kiosk to print a receipt for the traveler. The receipt will have the following data printed on the viewable area: unique receipt number, traveler name in API format, date and time stamp, departure port, departure terminal at port, US-VISIT logo, and DHS seal. The receipt will have the following data embedded in a nonviewable secure area: all MRZ data collected, fingerprints, and photograph. The receipt will have the following data printed on the viewable area: unique receipt number, traveler name in APIS format, date and time stamp, departure port, departure terminal at port, US-VISIT logo, and DHS seal. The

receipt will have the following data embedded in a nonviewable secure area: all MRZ data collected, fingerprints, and photograph.

- **User friendliness:** The exit kiosk should be made to support users with different levels of education. The system will be able to walk the user through the proper capture of the travel document information presented by the user; the proper capture of biometric images and how to handle the exception processing. The system must be made to support the English language. The system will support the use of pictorials and text, as most users may not speak or understand the English language. Through visual and text cues, users must be able to perform the following actions:
  - Orient the travel document correctly
  - Scan the document
  - Recognize when the document has been successfully read
  - Rescan the document, if necessary
  - Recognize the need for guidance from a WSA to complete the manual mode
  - Correctly place the proper finger on the fingerprint scanner
  - Recognize when the fingerprint has been successfully captured
  - Retake fingerprints, if necessary
- **Network connection:** All kiosks will be connected to the DHS core network using connectivity already in the vicinity of the exit kiosks and, where Government connections are not available, may use other communication infrastructure given adequate provisions for network security. Total transaction size is approximately 50 kilobytes (KB) per transaction, which consists of two single fingerprint images, a photograph, and associated biographic and transaction data. This traffic is transmitted from the terminal to the central server within a second of transaction submission. The central server will then transmit this to the IDENT system. The vast majority of this traffic is one way (kiosks to server to IDENT system).
- **Interface requirements:** The systems interface requirements are described in the document "DHS IDENT National Institute for Standards and Technology (NIST) Transactions."
- **Additional features:** In addition to the WSA to provide user assistance, it is anticipated that the user interface would be enhanced by animation or a demonstration video that depicts typical end-user operations and interaction with the document reader and fingerprint scanner.

4.2 Alternative 2: Mobile Device—User Functional Requirements

- **Authentication and Identification:** The mobile device will require user ID authentication to activate the device and determine whether a DHS law enforcement official or WSA is logging on.
- **Ergonomics:** The system needs to be ergonomically designed to facilitate the highest quality of fingerprint capture and biographic data capture with minimal inconvenience to the traveler and user.
- **Biometrics:** There will be biometrics captured at the device to include two fingerprints as the standard. The fingerprint from the index finger of each hand will be recorded. However, if the index finger is not available, then the thumb will be

used. If the thumb is not available, then the middle finger is used. The ring and little fingers are next in sequence if the middle finger is also missing. The fingerprint capture device will capture two flat 500x500 DPI fingerprint image WSQ files. These should be marked as to which finger they represent.

- **508 compliance:** The exit kiosks must be accessible by travelers with handicap requirements.
- **Display screen:** The mobile device may have a keyboard and mouse, if the design needs them to meet the requirements. The display screen should be able to handle a high volume of transactions through the system on a daily basis. Transactions per machine may reach 500 per day. The screen should be large enough for ease of use by the user but be compact for portability.
- **Physical environment:** The system will have prominent and clear markings as to what the device is to be used for.
- **Quality biometrics:** The capturing of the highest quality biometric is extremely important to record a successful exit event with the US-VISIT program. After the user places a finger on the fingerprint capture device, the system will use an auto capture method to retrieve a high quality scan of the best print possible in a configurable timeframe (e.g., five seconds). This will be repeated for both left and right index fingers or alternate fingers, if required.
- **Document scanner:** The mobile device will have the ability to obtain the biographical information contained on the travel document presented by the traveler. The mobile device will be able to read and store the biographical data stored inside the machine-readable zone of the presented document.
- **Camera:** A camera will be integrated within the mobile device to capture a photograph at some point during the traveler's exit processing.
- **Receipt:** A printer will be integrated within the mobile device to print a receipt for the traveler. The receipt will have the following data printed on the viewable area: unique receipt number, traveler name in APIS format, date and time stamp, departure port, departure terminal at port, US-VISIT logo, and DHS seal. The receipt will have the following data embedded in a nonviewable secure area: all MRZ data collected, fingerprints, and photograph.

- **User friendliness:** The mobile device should be made to support users with different levels of education. The system will be able to walk the user through the proper capture of the travel document information presented by the traveler, the proper capture of biometric images, and how to handle the exception processing.
- **Network connection:** The mobile device will be connected to the DHS core network using secure wireless connectivity and, where Government connections are not available, may use other communication infrastructure given adequate provisions for network security. Total transaction size is approximately 50KB per transaction. This consists of two single fingerprint images, a photograph, and associated biographic and transaction data. This traffic is transmitted from the terminal to the central server. The central server will then transmit this to the IDENT system. The vast majority of this traffic is one way (kiosks to server to IDENT system).
- **Response time:** If the user is a DHS law enforcement official, a response of biometric watch list searches will be returned within 15–20 seconds from the time of submission to a response seen by the user on the mobile device.

- **Interface requirements:** The systems interface requirements are described in the document "DHS IDENT NIST Transactions."
- **Additional features:** If the user is a DHS law enforcement official and a biometric watch list hit is returned, the NTC will be able to return a final response including comments to the mobile device. The mobile device must also have the capability to enter comments for later issue resolution.

4.3 Alternative 3: Hybrid—User Functional Requirements

- **Ergonomics:** The system needs to be ergonomically designed to facilitate the highest quality of fingerprint capture and biographic data capture with minimal inconvenience to the traveler.
- **Biometrics:** There will be biometrics captured at the device to include two fingerprints as the standard. The fingerprint from the index finger of each hand will be recorded. However, if the index finger is not available, then the thumb will be used. If the thumb is not available, then the middle finger is used. The ring and little fingers are next in sequence if the middle finger is also missing. The fingerprint capture device will capture two flat 500x500 DPI fingerprint image WSQ files. These should be marked as to which finger they represent.
- **508 Compliance:** The exit kiosks must be accessible by travelers with handicap requirements.
- **Touch screen:** The exit kiosks will not have a keyboard or mouse, and the only user interface will be a highly durable touch-screen monitor. The mobile device may have a keyboard and mouse if the design needs it to meet the requirements. Both display screens should be able to handle a high volume of transactions through the system on a daily basis. Transactions per machine may reach 500 per day.
- **Physical environment:** The exit kiosks and mobile devices will have prominent and clear markings as to what the device is to be used for.
- **Quality biometrics:** The capturing of the highest quality biometric is extremely important to recording a successful exit event with the US-VISIT program. After the user places a finger on the fingerprint capture device, the system will use an auto capture method to retrieve a high quality scan of the best print possible in a configurable timeframe (e.g., five seconds). This will be repeated for both left and right index fingers or alternate fingers, if required.
- **Document scanner:** The exit kiosks will have the ability to obtain the biographical information contained on the travel document presented by the traveler. The client will be able to read and store the biographical data stored inside the machine-readable zone of the presented document.
- **Camera:** A camera will be integrated within the kiosk to capture a photograph at some point during the traveler's use of the kiosk.
- **Receipt:** A printer will be integrated within the kiosk to print a receipt for the traveler. The receipt will have the following data printed on the viewable area: unique receipt number, traveler name in API format, date and time stamp, departure port, departure terminal at port, US-VISIT logo, and DHS seal. The receipt will have the following data embedded in a non-viewable secure area: all MRZ data collected, fingerprints, and photograph.

- **Mobile device:** A mobile device is required to scan the kiosk-generated receipt extracting the embedded MRZ data, fingerprints (including identification of fingerprints collected), and photograph to the mobile device. The MRZ data, identification of which fingerprints embedded, and photograph appear to the user on the mobile device. The user will collect the corresponding fingerprints using the mobile device and perform a 1:1 match with the live prints and the embedded prints on the receipt to verify identity. The mobile device will show the user a response of a successful or unsuccessful 1:1 match. The mobile device must also have the capability to enter comments for later issue resolution.
- **User friendliness:** The exit kiosk should be made to support users with different levels of education. The system will be able to walk the user through the proper capture of the travel document information presented by the user; the proper capture of biometric images and how to handle the exception processing. The system shall be made to support the English language. The system will support the use of pictorials and text, as most users may not speak or understand the English language. Through visual and text cues, users must be able to perform the following actions:
  - Orient the travel document correctly
  - Scan the document
  - Recognize when the document has been successfully read
  - Rescan the document if necessary
  - Recognize the need for guidance from a WSA to complete the manual mode
  - Correctly place the proper finger on the fingerprint scanner
  - Recognize when the fingerprint has been successfully captured
  - Retake fingerprints if necessary

  The mobile device should be made to support many different educational level users. The system will be able to walk the user through the proper capture of the travel document information presented by the traveler, the proper capture of biometric images and how to handle the exception processing.
- **Network connection:** All kiosks will be connected to the DHS core network using connectivity already in the vicinity of the exit kiosks and may, where Government connections are not available, use other communication infrastructure given adequate provisions for network security. Total transaction size is approximately 50KB per transaction. This consists of two single fingerprint images, photograph, and associated biographic and transaction data. This traffic is transmitted from the terminal to the central server within a second of transaction submission. The central server will then transmit this to the IDENT system. The vast majority of this traffic is one way (kiosks to server to IDENT system). No connectivity is required for using the mobile device; however, at some point the mobile device must have the capability to upload all data collected from the kiosks to the central server.
- **Interface requirements:** The systems interface requirements are described in the document "DHS IDENT NIST Transactions."
- **Additional features:** In addition to the WSA to provide user assistance, it is anticipated that the kiosk user interface would be enhanced by animation or a demonstration video that depicts typical end-user operations and interaction with the document reader and fingerprint scanner.

5 High-Level Operational Requirements

The following sections provide the high-level operational requirements for each pilot alternative.

5.1 Alternative 1: Kiosk—Operational Requirements

- **Performance:** Each exit kiosk must be able to process up to 500 transactions per day. The central server must be able to accommodate receipt of transactions from up to 800 exit kiosks.
- **Accessibility:** The system implementation will address Americans with Disabilities Act (ADA) and 508 conformance primarily through the availability of the WSA.
- **Portability:** Not applicable.
- **Security:** The extensive security requirements will be addressed in the requirements document and compliant with DHS security policies. These include physical security (i.e., requirement for locked kiosks), network, application, and operating system security.
- **System survivability:** Where the exit kiosks at some locations share local area communications connectivity and/or power connections to reduce costs and facility impacts, the number of kiosks at that location should be divided into separate groups so that failure of any single component would not disable all the kiosks at the airport or location. In addition, loss of central server network connectivity can be survived through temporary standalone mode in which IDENT transactions are collected as queued encrypted messages for delayed delivery or batch upload.

5.2 Alternative 2: Mobile Device—Operational Requirements

- **Performance:** Each mobile device must be able to process up to 500 transactions per day. The central server must be able to accommodate receipt of transactions from up to 800 mobile devices.
- **Accessibility:** The system implementation will address ADA and 508 conformance primarily through the availability of the WSA and DHS law enforcement personnel.
- **Portability:** The mobile device and components must weigh less than 12 pounds and be easily moved from one location to another by one person.
- **Security:** The extensive security requirements will be addressed in the requirements document and compliant with DHS security policies. These include physical security (i.e., requirement for the devices), network, application, and operating system security.
- **System survivability:** The mobile devices should be able to operate for no less than two hours without recharging and handle up to 200 transactions within the same period.

5.3 Alternative 3: Hybrid—Operational Requirements

- **Performance:** Each kiosk and mobile device must be able to process up to 500 transactions per day. The central server must be able to accommodate receipt of transactions from up to 800 mobile devices.

- **Accessibility:** The system implementation will address ADA and 508 conformance primarily through the availability of the WSA and DHS law enforcement personnel.
- **Portability:** The mobile device and components must weigh less than 12 pounds and be easily moved from one location to another by one person.
- **Security:** The extensive security requirements will be addressed in the requirements document and compliant with DHS security policies. These include physical security (i.e., requirement for the devices), network, application, and operating system security.
- **System survivability:** Where the exit kiosks at some locations share local area communications connectivity or power connections to reduce costs and facility impacts, the number of kiosks at that location should be divided into separate groups so that failure of any single component would not disable all the kiosks at the airport or location. In addition, loss of central server network connectivity can be survived through temporary standalone mode in which IDENT transactions are collected as queued encrypted messages for delayed delivery or batch upload. The mobile devices should be able to operate for no less than two hours without recharging and handle up to 200 transactions within the same period.

5.4 Deployment and Support Requirements

Deployment and support requirements are as follows:

- Space will have to be identified and negotiated for at those airports and seaports where exit kiosks will be deployed.
- Space leases may also have to be negotiated with airport or seaport authorities.
- Secure data transmission networks will have to be established at each location, and power lines installed.
- An installation contract will be established for the initial deployment of the kiosks and mobile devices.
- A Help Desk has been established to handle trouble calls initiated by the attendants or users when a device failure is indicated after executing on-site diagnostics.
- A maintenance contract will be established for the individual kiosks and mobile devices (including all individual components), application software, and data network.
- Software encryption key distribution and recovery processes will include tasks that are the responsibility of the WSA and system maintenance personnel.

5.5 Configuration and Implementation

Operational policies and constraints that affect the proposed pilot alternatives include applicable privacy regulations and DHS security standards and policies.

6 User Classes and Modes of Operation

The following sections provide the classes and categories of users along with operational scenarios for each pilot alternative.

6.1 Classes and Categories of Users

- Travelers: Consists of travelers meeting US-VISIT eligibility who are departing the U.S. via an airport or seaport with US-VISIT exit capability. Travelers are primary users of exit kiosks (Alternative 1 and Alternative 3).
- WSA: US-VISIT workstation assistants will be responsible for providing assistance to travelers and responsible for simple equipment maintenance (cleaning, etc.), first level troubleshooting, transaction monitoring, and creation of CDs for data transmission. WSAs will also be primary users of the mobile devices (Alternative 2 and Alternative 3) when DHS law enforcement officials are not present.
- DHS Law Enforcement Officials: Comprise ICE Agents, CBP Officers, or USCG who will use the mobile devices (Alternative 2 or Alternative 3) when threats or other operational information warrant law enforcement presence.

6.2 Sample Operational Scenarios

The following are sample scenarios for each alternative that are relevant to both air and sea:

6.2.1 Alternative 1: Kiosk with Technical Enhancements

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. While checking in for their flight, the travel industry personnel remind the travelers to report their departure using the US-VISIT kiosks beyond the security checkpoint. Travelers proceed through the security checkpoint and approach the US-VISIT exit kiosks if present at the departure location. Through self-service or assistance from the WSA, the travelers scan their visas or passports and their left and right fingerprints while having their photographs taken. After completing the transaction, the travelers receive a receipt acknowledging their successful completion of the process and proceed to the departure gate. While the travelers are in route to the gate, the data is transmitted to the IDENT server for a biometric watch list search and verification with the arrival record. The biometric watch list search is negative and a matches are found with the arrival record. The departure transaction is transmitted to ADIS with the arrival record match to verify departure. The travelers board their plane and leave the country. The APIS manifest from the airline is transmitted to IBIS and then to ADIS. The APIS manifest record for the traveler is correlated with the US-VISIT departure record to update ADIS that the traveler did leave the country.
- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure seaport and completes the check-in procedure for their cruise with the travel industry. While checking in for their cruise, the travel industry personnel remind the travelers to report their departure using the US-VISIT kiosks at the terminal. At the US-VISIT exit kiosks, through self-service or assistance from the WSA, the travelers scan their

visas or passports and their left and right fingerprints while having their photographs taken. After completing the transaction, the travelers receive a receipt acknowledging their successful completion of the process and proceed to their vessel. While the travelers are in route to the vessel, the data is transmitted to the IDENT server for a biometric watch list search and verification to the arrival record. The biometric watch list search returns a possible match. The possible match is forwarded to the fingerprint examiners for verification of the match. The fingerprint examiners determine it is a match to an outstanding warrant and contact the NTC providing the name, location, FBI number, and other pertinent details. NTC reviews the FBI record showing the traveler has an outstanding warrant for rape issued during his stay in the country. The NTC contacts the local CBP personnel at the seaport and provides the photograph taken at the kiosk. The CBP in coordination with other law enforcement agencies respond and apprehend the traveler back to the Federal Inspection Services (FIS) area for further investigation and processing.

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedure area. Travel industry personnel remind the travelers while checking in for their flights to report their departure using the US-VISIT kiosks at the airport beyond the security checkpoint. The travelers proceed through the security checkpoint and approach the US-VISIT exit kiosks. Through self-service or assistance from the WSA, the travelers scan their visas, and scan their left and right fingerprints while having their photographs taken. After completing the transaction, the travelers receive a receipt acknowledging their successful completion of the process and proceed to their departure gates. While the travelers are in route to gate, the data is transmitted to the IDENT server for a biometric watch list search and verification with the arrival record. The biometric watch list search is negative and a match is found with the arrival record. The departure transaction is transmitted to ADIS with the match to the arrival record to verify departure. The traveler leaves the airport and remains in the United States. The APIS manifest from the airline is transmitted to IBIS and then to ADIS. The APIS departure record for the traveler is not on the manifest. ADIS provides a report to ICE for further investigation with the possibility that the traveler reported a US-VISIT departure, but did not board the plane.

6.2.2 Alternative 2: Mobile Device

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. Travel industry personnel remind the travelers while checking in for their flight to report their departure at the gate. The travelers proceed through the security checkpoint to their departure gate. The travel industry personnel remind the travelers who must report their US-VISIT departure to approach the WSA during the boarding process. The flight crew begins boarding procedures and the travelers approach the WSA to report their departure. The WSA, using a mobile device, scans their visa or passport, scans the travelers' left and right fingerprints, and takes photographs. After completing the transaction, the travelers receive a receipt acknowledging their successful completion of the process and proceed to board the plane. The WSA submits the completed transaction to the IDENT server for a biometric watch list search and verification with the arrival

record. The biometric watch list search is negative and a match is found with the arrival record. The departure transaction is transmitted to ADIS with the match to the arrival record to verify departure. The plane departs and the travelers leave the country.

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. Travel industry personnel remind the travelers while checking in for their flight to report their departure at the gate. The travelers proceed through the security checkpoint to their departure gate. The travel industry personnel remind the travelers who must report their US-VISIT departure to approach the WSA during the boarding process. The flight crew begins boarding procedures and the travelers approach the WSA to report their departure. The WSA, using a mobile device, scans their visas or passports, scans the travelers' left and right fingerprints, and takes photographs. After completing the transaction, the travelers receive a receipt acknowledging the successful completion of the process and proceed to board the plane. The biometric watch list search returns a possible match. The possible match is forwarded to the fingerprint examiners for verification of the match. The fingerprints examiners determine it is a match to an outstanding warrant and contact the NTC providing the name, location, FBI number, and other pertinent details. NTC reviews the FBI record showing the traveler had an outstanding warrant for murder issued during his stay in the country. The NTC contacts the local CBP personnel at the airport to apprehend the traveler; however, the plane has departed. CBP contacts ICE for possible notification to the onward country with the details of the traveler onboard the plane.
- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. The travelers proceed through the security checkpoint to their departure gate. The flight crew begins boarding procedures. A CBP Officer is present because of operational threats and identifies the travelers as US-VISIT eligible by reviewing their travel documents. The CBP Officer, using a mobile device, scans their visas or passports, collects the travelers' left and right fingerprints, and takes photographs. The CBP Officer submits the complete transaction to the IDENT server for a biometric watch list search and verification to the arrival record. The biometric watch list search is negative and a match is found with the arrival record. A response is returned to the CBP Officer via the mobile device that the subject is verified and no biometric watch list information was found ("Green") within 15 seconds. The travelers receive a receipt acknowledging their successful completion of the process and proceed to board the plane. The departure transaction is transmitted to ADIS with the match with the arrival record to verify departure. The plane departs and the traveler leaves the country.
- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. The travelers proceed through the security checkpoint to their departure gate. The flight crew begins boarding procedures. A CBP Officer is present because of operational threats and identifies the travelers as US-VISIT eligible by reviewing their travel documents. The CBP Officer, using a mobile device, scans their visas or passports collects the travelers' left and right fingerprints, and takes photographs. The CBP Officer submits the complete

transaction to the IDENT server for a biometric watch list search and verification with the arrival record. The biometric watch list search returns a possible match. A response is returned to the CBP Officer via the mobile device that one of the travelers may have biometric watch list information found ("Red") within 15 seconds. The traveler is directed to another CBP Officer at the gate and cannot board the plane. The possible match is forwarded to the fingerprint examiners for verification of the match. The fingerprint examiners determine it is a match to a terrorist record and contact the NTC providing the name, location, FBI number, and other pertinent details. NTC reviews the FBI record showing the traveler has ties to terrorist organizations learned during his stay in the country. The NTC returns an automated response to the secondary CBP Officer with comments of the nature and what action to take. The CBP Officer escorts the traveler back to the FIS area for further investigation and processing.

6.2.3 Alternative 3: Hybrid

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. Travel industry personnel remind the travelers while checking in for their flights to report their departure using the US-VISIT kiosks at the airport beyond the security checkpoint. The travelers proceed through the security checkpoint and approach a US-VISIT exit kiosk. Through self-service or assistance from the WSA, the travelers scan their visas or passports, and provide their left and right fingerprints while a having a photograph taken. After completing the transaction, the travelers receive receipts acknowledging their successful completion of the process and proceed to their departure gate. While the travelers are in route to the gate, the data is transmitted to the IDENT server for a biometric watch list search and verification to the arrival record. The biometric watch list search is negative and a match is found with the arrival record. The departure transaction is transmitted to ADIS with the arrival record match to verify departure. During the boarding time, travelers are directed to the WSA to verify their departure. Using a mobile device, the WSA scans the receipt provided to the traveler from the kiosk. The MRZ data, photograph, and identification of the fingerprints scanned at the kiosk are shown on the device. The WSA requests the traveler to submit the same fingers that were scanned at the kiosk. The device performs a verification of these fingerprints to the fingerprints scanned at the kiosk. The fingerprints match and the traveler boards the plane. The APIS manifest from the airline is transmitted to IBIS and then to ADIS. The APIS manifest record for the traveler is correlated with the US-VISIT departure record to update ADIS that the traveler did leave the country. After the plane departs, the WSA returns the mobile device to the kiosk to upload the data to IDENT and ADIS with the successful match.
- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure using a US-VISIT exit kiosks. The travelers arrive at the departure seaport and proceed to the check-in procedures for their cruise with the travel industry. Travel industry personnel remind the travelers while checking in for their cruise to report their departure using the US-VISIT kiosks at the terminal. The travelers approach US-VISIT exit kiosks. Through self-service or assistance from the WSA, the travelers scan their visas or passports, and provide their left and right fingerprints while having a photograph taken. After completing the transaction, the

travelers receive receipt acknowledging their successful completion of the process and proceed to their vessel. While the traveler is in route to the vessel, the data is transmitted to the IDENT server for a biometric watch list search and verification to the arrival record. The biometric watch list search returns a possible match. The possible match is forwarded to the fingerprint examiners for verification of the match. The fingerprint examiners determine it is a match to an outstanding warrant and contact the NTC providing the name, location, FBI number, and other pertinent details. NTC reviews the FBI record showing the traveler had an outstanding warrant for rape issued during his stay in the country. The NTC contacts the local CBP personnel at the seaport to apprehend the traveler on board the vessel and is provided the photograph taken at the kiosk. The CBP in coordination with other law enforcement agencies respond and apprehend the traveler back to the FIS area for further investigation and processing.

- The CBP Officer informs travelers when they are admitted into the United States that they must report their departure using a US-VISIT exit kiosks. The travelers arrive at the departure airport and proceed to the travel industry check-in procedures. Travel industry personnel remind the travelers while checking in for their cruise to report their departure using the US-VISIT kiosks at the terminal beyond the security checkpoint. The travelers proceed through the security checkpoint and approach the US-VISIT exit kiosks. Through self-service or assistance from the WSA, the travelers scan their visas or passports, and provide their left and right fingerprints while having a photograph taken. After completing of the transaction, the travelers receive receipts acknowledging their successful completion of the process and proceed to their departure gate. While the travelers are in route to gate, the data is transmitted to the IDENT server for a biometric watch list search and verification with the arrival record. The biometric watch list search is negative and a match is found with the arrival record. The departure transaction is transmitted to ADIS with the match to the arrival record to verify departure. During the boarding time, an ICE Agent is present to verify their departure. Using a mobile device, the ICE Agent scans the receipt provided to the traveler from the kiosk. The MRZ data, photograph, and identification of the fingers submitted at the kiosk are shown on the device. The ICE Agent requests the travelers resubmit the same fingerprints submitted at the kiosk and the device performs a verification of the fingerprints. The fingerprints do not match. The traveler is directed to another ICE Agent at the gate and cannot board the plane. The secondary ICE Agent determines the individual is an impostor and not the traveler who belongs to the receipt based on the travel documents, fingerprints, and photograph. The ICE Agent escorts the impostor from the gate for further investigation and identification of the true traveler.

6.3 Operational and Organizational Considerations

The alternatives chosen for this pilot have considered potential impacts to operational processes within DHS. Specifically how to use current levels of DHS resources to support the US-VISIT exit pilot alternatives to ensure optimum compliance by the traveler and enforcement of the policies and procedures. Another consideration is the potential to impact the travel industry in its ability to facilitate trade and travel during the pilot period.

It is anticipated the mobile solution, manned by either a WSA or DHS law enforcement official, may impact the industries on-time departures because of the extra processing during boarding. It is

proposed that during the pilot, no departure will be delayed in order to process all eligible travelers through the US-VISIT exit requirement.

For example, there is only 30 minutes to process a flight with 200 US-VISIT eligible travelers using the mobile device alternative staffed by a DHS law enforcement official. After 20 minutes of processing, 100 travelers remain that could impact an on-time departure. At this point, US-VISIT will allow the travelers to board without completing the process. These scenarios will be considered in part to the evaluation criteria showing the potential impact on the travel industry that US-VISIT may have delayed X-number of on-time departures for the different pilot alternatives. This scenario will also be evaluated for its impact on staffing levels, biometric verification of a traveler's departure, and potential impacts on law enforcement actions.

Additional consideration will be given to limitations on space and established security parameters in some facilities. This could influence the number of staff and which pilot alternatives can be tested. One alternative may not meet all operational and environmental requirements, therefore flexibility in deploying a combination of alternatives will be tested.

6.4 Potential Risks and Issues

High-level project risks are as follows:

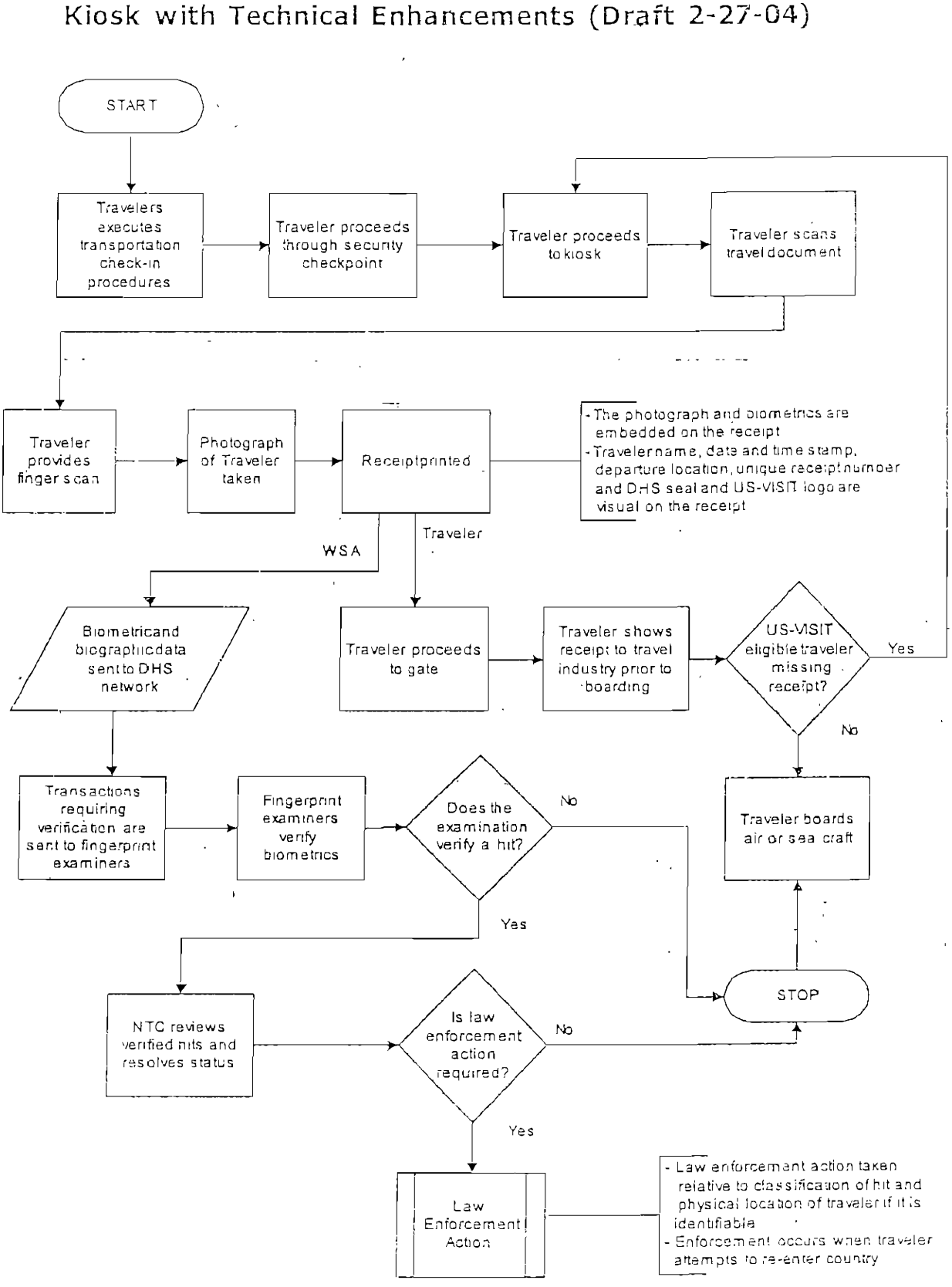
- Participation of the travel industry and airport/seaport authorities
- The current schedule for the pilot alternatives is very aggressive
- Appropriate project funding is not yet in place
- All ports must be negotiated with to secure proper space for the pilot alternatives
- Evaluation of each pilot may be constrained by the ability to successfully ensure all travelers participate

The potential exists that a traveler with a positive match to the biometric watch list may depart the U.S.

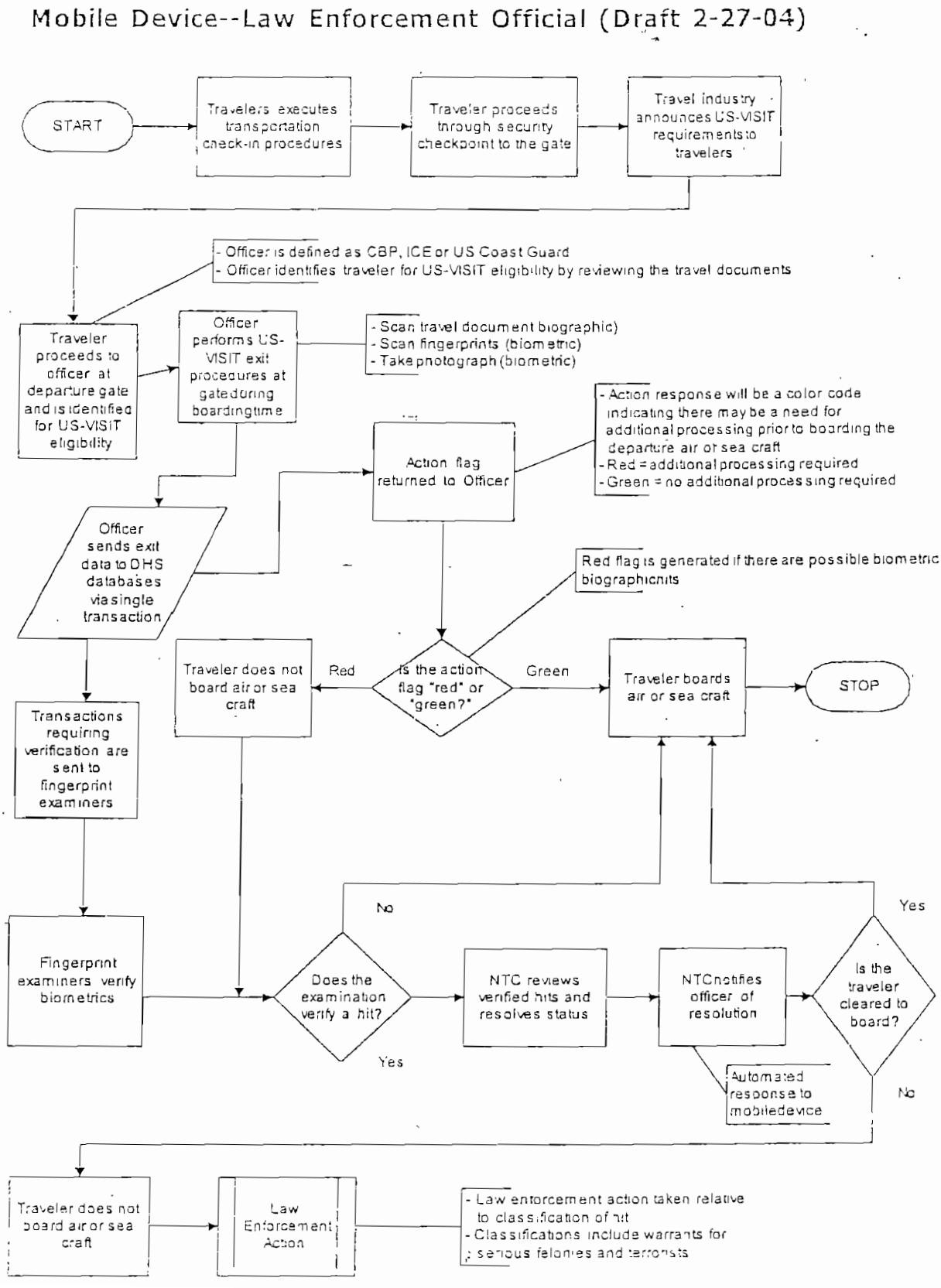
7 Abbreviations and Acronyms

ADA	Americans with Disabilities Act
ADIS	Arrival/Departure Information System
API	Advanced Passenger Information
APIS	Advanced Passenger Information System
CBP	Customs and Border Protection
CONOPS	Concept of Operations
DHS	Department of Homeland Security
FIS	Federal Inspection Services
ICE	Immigration and Customs Enforcement
IDENT	Immigration and Naturalization Service Automated Biometric Identification System
KB	kilobytes
MRZ	machine-readable zone
NIST	National Institute for Standards and Technology
NTC	National Targeting Center
SOP	Standard Operating Procedure
WSQ	Wavelet Scaler Quantization

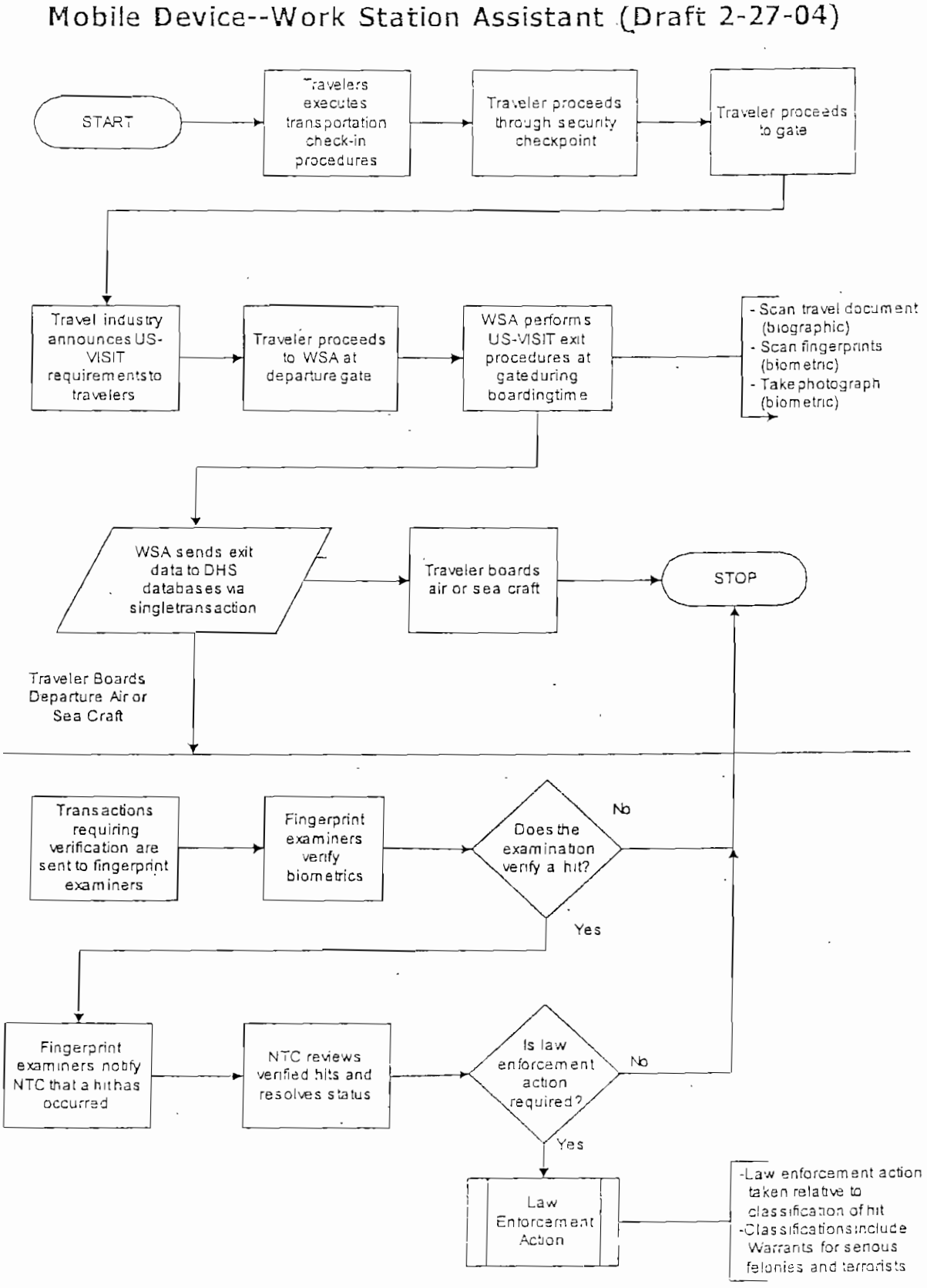
Appendix A. Kiosk with Technical Enhancements



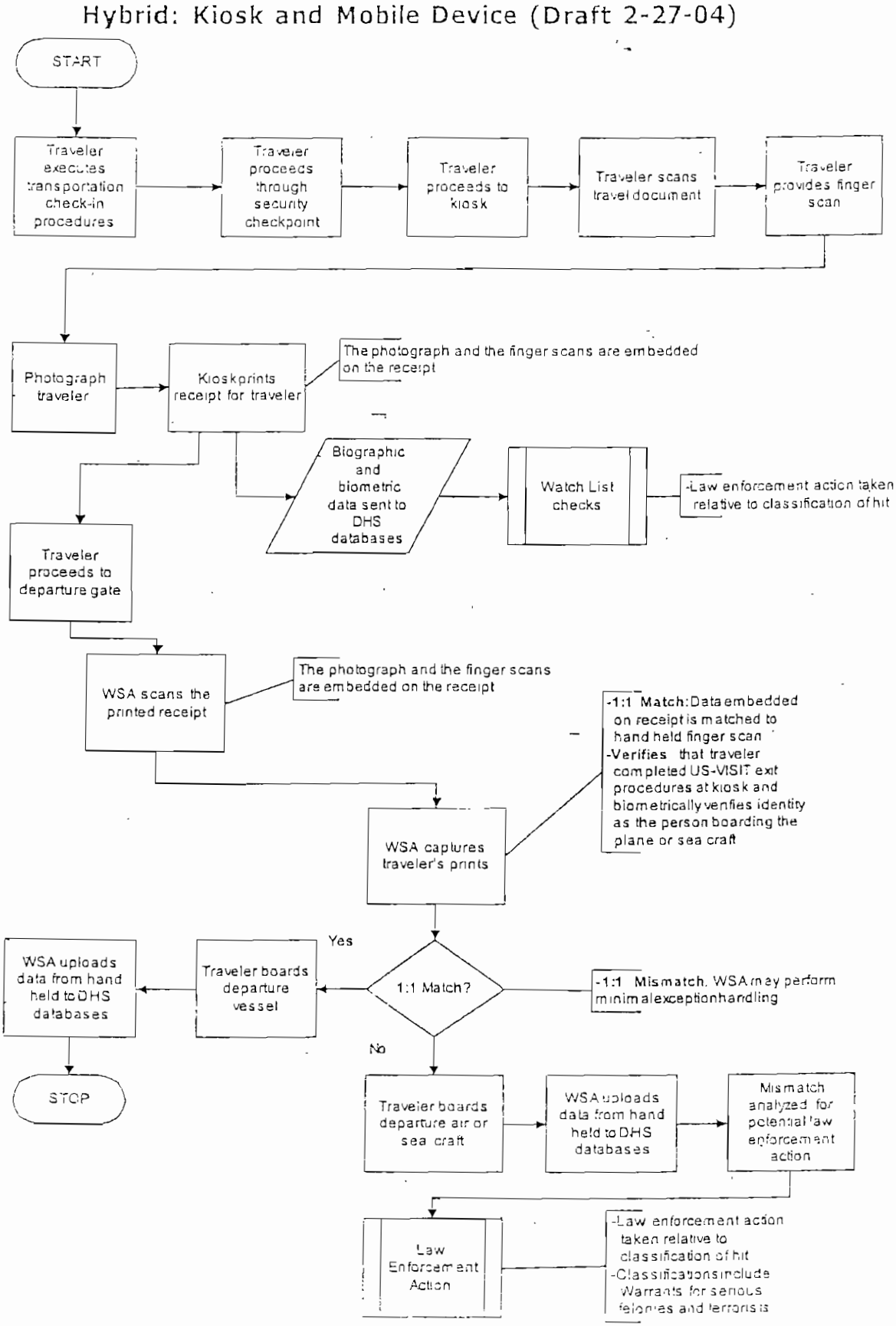
Appendix B. Mobile Device—DHS Law Enforcement Official



Appendix C. Mobile Device—Work Station Assistant



Appendix D. Hybrid (Kiosk and Mobile Device)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00076	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 2,693,523.12

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Charles T. Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED JUNE 28, 2004

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Reallocate existing funds obligated on the Task Order to designated Service Requests.
3. Provide incremental funding.

MODIFICATION:

1. Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submissions:
   - AUSCIO-318, Operations and Maintenance Support for Legacy System
     Cost Proposal V.2 dated 27 May 2004
   - SR-40021, HAZMAT T1 Line Implementation
     Cost Proposal V.1 dated 10 May 2004
   - SR-40022, HAZMAT LEMS Drop Zone
     Cost Proposal V.2 dated 24 June 2004
     LEMS SR-40022 HAZMAT Labor Breakdown undated
     Requirements Specification for LEMS 2000 HME Applicant NCIC Check Capability doc dated 23 April 2004

2. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation result in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM					TO		
Contract MOD	WO #	PR #	From SR # SR Title	Amount	WO #	To SR # SR Title	Amount
38	5	PREQ-04-CIO-014	AUSCIO-198 PARIS to Host Center	$25,000.00	5	SR-40013 Armed Leo Initiative	$25,000.00
			Total	$25,000.00		Total	$25,000.00

TSA Accounting Code for PREQ-04-CIO-014 is as follows: 05AV000000.2004.1C2BINPA81.2B40000000.25305

3. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests or to fund ATP's as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	WO #	SR NUMBER	SR TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-AFS-005	1	SR-40047	Alien Flight Student Program (AFSP) ATP	$350,000.00	05X0508140.2004.1C1LCPOB42.1L00000000.25338 (F)
PREQ-04-AFS-006	1	SR-40047	Alien Flight Student Program (AFSP) ATP	$250,000.00	05X0508140 2004-1C1LCPOB42-1L100000000-25338 (F)
PREQ-04-AFS-008	1	SR-40056	Biometrics System Program link to Alien Pilot Security Assessment Program ATP	$100,000.00	05X0508140.2004-1C1LCPOB42-1L100000000-25338 (F)
PREQ-04-AOP-063.2	5	AUSCIO-403	Cockpit Crew Vetting	$100,000.00	05AV000000.2004.1C2BINPA81.2B40000000.25203 (P)
PREQ-04-CIO-133	5	AUSCIO-318	OAMS O&M Support for Legacy	$963,649.52	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-178A	1	AUSCIO-159	TSOC Support	$370,000.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (P)
PREQ-04-CIO-242	5	SR-40013	Armed Leo Pilot ATP	$25,000.00	
PREQ-04-CIO-256	5	SR-40051	Integration Services (Middleware) ATP	$300,000.00	05X0508140.2004.602DTS1000.3E50000000.25305 (F)
PREQ-04-CIO-256	5	SR-40051	Integration Services	$75,500.00	05IN000000.2004.502DTS1000.3E50000000.25305 (P)

PREQ-04-HZT-006	1	SR-40021	HAZMAT TI LINE IMPLEMENTATION	$46,281 25	05X0508140 2004.401LCPOB29.1L10000000 25305 (F)
PREQ-04-HZT-006A	1	SR-40022	HAZMAT LEMS DROP ZONE	$113,092 35	05X0508140.2004.401LCPOB29.1L10000000.25305 (P)
			Total	$2,693,523.12	

4. The funded amount of the Task Order contract has increased by $2,693,523.12 from $517,656,537.27 to $520,350,060.39. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO. 077	3 EFFECTIVE DATE 1 April 04	PR# N/A	5. PROJECT NO (If applicable)

ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	32404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, VA 22202			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	✓	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) *13 August 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)
See continuation pages for accounting and appropriation data. No Change

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

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor		is not,	X	is required to sign this document and return	3	Copy (s) to the issuing office.

14 DESCRIPTION OF AMENDMENT - See continuation pages.

15A NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Arlene L. Emmons, Sr Manager of Contracts	Christopher E. Zeleznik – Contracting Officer
15B CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B UNITED STATES OF AMERICA 16C. DATE SIGNED

The purpose of this bilateral modification is to: (2) incorporate a new Performance Management Incentive Plan (PMIP) applicable to the 3rd quarter of FY04; and (3) incorporate revised SLAs for TSA.
Therefore:

1. **Performance Management Incentive Plan (PMIP).** The PMIP "TSA Q3 FY2004" for the period of 1 April 2004 – 30 June 2004 is hereby incorporated into the contract with this modification as defined in Attachment A hereto. The PMIP shall only be applicable to TSA.

2. **Incorporation of revised and new SLAs for TSA.** The following revised SLAs for TSA are hereby incorporated into the contract; all other SLAs remain unchanged.

   a. DEP-5
   b. SERV-1
   c. SERV-2

   See Attachment B for revised SLAs.

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

ATTACHMENT A – TSA Q3 FY 2004

This Attachment contains the revised PMP hereby incorporated into the contract ITMS Attachment J-1.

See zipped file enclosed with email submittal of MOD 077"

ATTACHMENT B – Revised SLAs

This Attachment contains the revised SLA templates hereby incorporated into the contract ITMS Attachment J-1.

See zipped file enclosed with email submittal of MOD 077"

Transportation
Security
Administration

REVISED
VERSION 1.1

INFORMATION TECHNOLOGY MANAGED SERVICES (ITMS)

PERFORMANCE MANAGEMENT INCENTIVE PLAN (PMIP)

TSA Q3 FY 2004

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Appendix

A. Acronyms
B. SLA Descriptions

1. INTRODUCTION

This Performance Management Incentive Plan (PMIP) has been developed to document, monitor, manage, report, and serve as a contractual agreement on the performance measures/metrics of the Information Technology Managed Services (ITMS) Program. It is designed to provide an effective methodology that uses a repeatable system of processes and procedures. It also defines the roles and responsibilities of the individual members of the Performance Management Team (PMT), who are responsible for the plan's execution.

The PMIP provides a well-defined approach to manage and communicate performance. The PMIP is the foundation by which we can intelligently show we are improving performance and reducing costs.

The PMIP includes: (1) Plan Overview, (2) Incentive Review Panel (IRP) description, (3) Governing Program Statement of Objectives (SOO), (4) Incentive / Disincentive Awards (5) Special Projects, and (6) Performance Measures - Service Level Agreements (SLAs), Key Performance Indicators (KPIs), TSA Business Objectives.

2. PMIP Plan Overview

The PMIP Plan has been established to manage the performance of the ITMS contractor. Incentive awards are used to reward the contractor for performance that meets or exceeds performance standards. Disincentives are used penalize the contractor for performance that fails to meet performance standards. The ITMS contract balances the performance of the contractor with that of the agency to create a partnership environment. This partnership environment directly links the awards and/or penalties to the combination of contractor and Government performance.

The ITMS Incentive/Disincentive Program uses a combination of SLAs and Business Objectives to assess the performance of the contractor. Under a performance-based contract, SLAs are used as performance measures to identify the performance standards that the contractor must meet. The Government will use a set of Business Objectives with identified performance measures to determine agency's performance. Using both objective and subjective measurements, the Government/contractor evaluate how the contractor's performance has contributed to achieving the desired Business Objectives. SLAs are reported on monthly and the agency's Business Objectives are evaluated on quarterly basis. Using the Incentive/Disincentive matrix, the Incentive Review Panel determines if the contractor qualifies for an incentive award or whether a disincentive penalty applies based on the combined performance.

3. Definitions

Performance Measure

- A measure that indicates how well an item, process, procedure, or personnel is performing
- Include SLAs, KPIs, and Business Objectives

Service Level Agreements (SLA)

- Performance measure that are a gauge on how well a contractor is performing in the delivery of services in accordance with contractual requirements
- Performance measures that indicate whether requirements associated with the contractual incentive/disincentive program are achieved

Key Performance Indicators (KPI)

- Performance measures that indicate contractual performance
- Are not contractually binding
- Serve as indicators to SLA performance
- Are measured as goals
- Provides in-depth visibility to all aspects of contractor performance

TSA Business Objectives

- TSA Strategic Plan Goals and Objectives
- Defines Performance Measures
- Together with the SLAs, serves as the Basis for the PMIP

Special Projects

- A Program or Project based Incentive Program to incentivize the contractor for performance in the development, standup or rollout of services and/or applications

4. INCENTIVE REVIEW PANEL (IRP)

The IRP's primary task will be to review the monthly and quarterly performance metrics (SLAs, KPIs, and Business Objectives), Special Projects, review and approve new / changes to performance measures, and to make incentive/disincentive recommendations to the Incentive Determination Officer on a quarterly basis. The IRP will also perform oversight management for incentive award determination recommendations for Special Projects (Special Projects have a per-project incentive award but do not fall with the normal monthly / quarterly ITMS Incentive/Disincentive program review cycle).

The IRP will meet once a month to review performance metrics from the previous month. The quarterly IRP meeting will be a two part meeting, first part will consist of the normal monthly performance review, to include the performance metrics spectrum for the quarter. During the second part, the IRP will discuss with the Incentive Determining Official an incentive/disincentive recommendation.

4.1 Membership

Membership consists of the Incentive Determining Official, and IRP reviewing members form both TSA and ITMS contractor. Each IRP member is responsible for participating in scheduled meetings if required to be in attendance. Members who cannot attend a meeting are responsible for contacting the IRP Chair prior to the meeting. Members are responsible for ensuring assigned action items are completed in a timely manner.

IRP composition for Incentive/Disincentive:

TSA

CIO	Incentive Determining Official (IDO)
Director Solutions Delivery	
Deputy Director Solutions Delivery	
Dep Director SD for Acquisitions Management	
Performance Manager	IRP Co-Chair
Chief Information Security Officer	
Contracting Officer	
Quality Manager	
TSA Operations Manager	
Director AVOPS IT LOB	
Director Enterprise Programs IT LOB	
Director Support Staff IT LOB	
Director Executive IT LOB	

ITMS Contractor

President, Unisys Global Public Sector	
ITMS Program Executive	
Deputy ITMS Program Executive	
Director, ITMS Operations	
Director, Unisys Performance Management	IRP Co-Chair

4.2 Roles & Responsibilities

The IRP is a joint membership between TSA and the ITMS contractor and evaluates performance goals.

- Incentive Determining Official - The Incentive Determining Official is the final decision maker in the incentive/disincentive process. His/her responsibility is also to guide the overall direction of the ITMS performance goals so that they align with higher level TSA objectives. The Incentive Determining Official is the final authority for all decisions to include but not limited to incentive awards, disincentive penalties and Special Projects awards.

- IRP members - Regularly attend the IRP meetings. Vote on measures/metrics, attainment of SLAs, Business Objectives, Special Projects and recommend incentives/disincentives.

- Subject Matter Experts (SME) as needed.

4.3 Review Process

Monthly reviews of the SLA reports are conducted to evaluate performance. At the end of each quarter, the monthly SLA performance reports are merged together to form a cumulative quarterly SLA performance report. The TSA Business Objectives are objectively and subjectively evaluated at the end of each quarter. A separate recommendation is made for the SLAs and Business Objectives. The combination is then applied to the Incentive/Disincentive matrix for an overall determination of whether there will be an incentive or disincentive recommendation.

Incentive/Disincentive Process- Summary

When the IRP meets at the end of the month they will:

- Review the SLA performance metrics for the past month
- Review the Performance trends for the last three months
- Discuss any relevant issues that are affecting performance
- Review Key Performance Indicator (KPI) performance metrics to include a trend analysis
- Formulate next quarters incentive/disincentive structure
- Review new or proposed changes to performance measures

When the IRP meets at the end of the quarter they will:

- Review the cumulative SLA performance metrics for the quarter
- Review the TSA business objectives performance
- Review Special Projects status
- Finalize incentive/disincentive structure for the next quarter
- Determine Incentive/Disincentive recommendation
- Submit final recommendation to the Incentive Determining Official

5 Incentive / Disincentive Matrix

Whether the contractor qualifies for an incentive award, no incentive, or a disincentive penalty for the quarter, the Incentive Determining Official decision will be forwarded to the TSA Contracting Officer for incorporation in the contract. Once the contract mod has been accomplished, the award will be entered into the WOS as a Service Order to be incorporated into the next contractor's next invoice.

5.1 Incentive/Disincentive Matrix

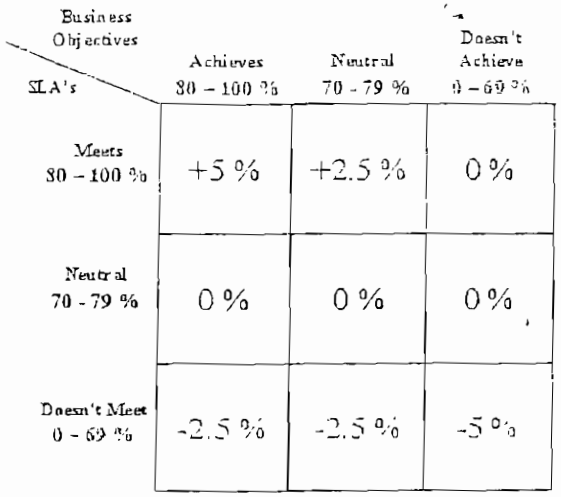


Fig. 1 – Incentive/Disincentive Matrix

The incentive/disincentive award shall be determined by the Incentive Determining Official for each quarter. A recommended amount for the incentive or disincentive shall be calculated by multiplying the incentive/disincentive percentage by the total amount of the managed services revenue for that quarter as determined by the orders within the Web Ordering System (WOS). For example, if it is determined that the incentive percentage for Q3FY04 is 3%, and the total amount of the managed services revenue for Q3FY04 is $20 Million, then the incentive recommendation for Q3FY04 is $600,000.

5.2 Special Projects

Special projects are over and above the normal operations and maintenance support or have special requirements that need to be addressed by having its own performance measurement program. The Special Projects program has been developed to capture the efforts and work completed by the ITMS contractor and is aligned with the overall incentive/disincentive program goals. The IRP will provide performance management and oversight over all Special Projects. Special Projects are not bound to the quarter system used in the Incentive/Disincentive program. Special Projects are to be nominated by either party during the initial project acquisition planning phase and an agreement reached as to whether this project warrants a Special Project incentive by management. Incentive awards for Special Projects will be proposed and fully funded as part of the proposal development process and clearly defined in the Special Project service request prior to the start program execution.

6 PERFORMANCE MEASURES/METRICS

Performance measures/metrics development follows established processes and procedures. The 5 steps that are taken over the life of all measures/metrics are: definition, measurement, examination, correcting and guiding.

The following is a step by step process to establish new performance metrics. This process is needed in order to formalize the generation of new performance metrics. To achieve the greatest

value from performance metrics, it is important to incorporate best practices and follow established processes. The life cycle includes five phases: develop, negotiate, measure, assess and refine. Each phase of the life cycle is important and must be performed properly to ensure maximum benefit.

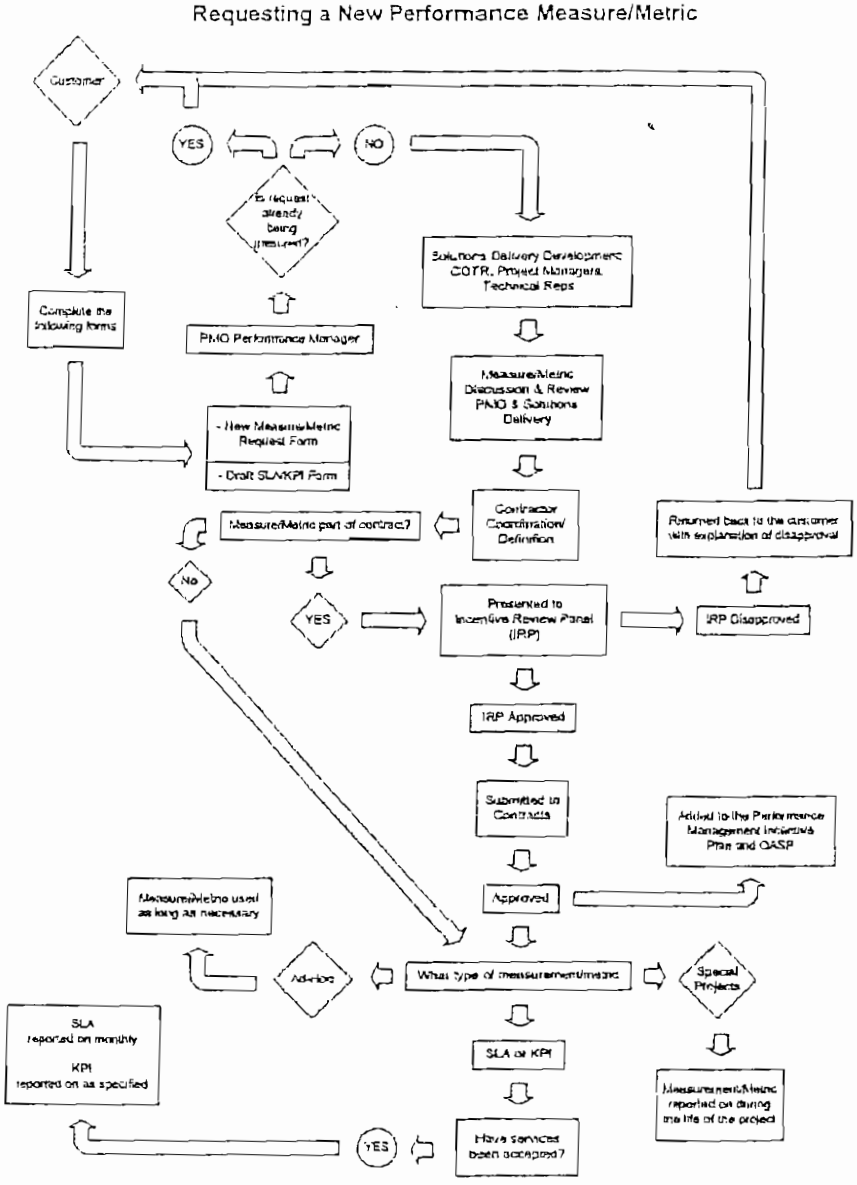


Fig.2 – New Request Measure/Metric

6.1 ITMS Statement of Objectives (SOO)

The objective of the ITMS requirement is to quickly, efficiently, effectively, and economically provide and maintain a standard information technology platform and infrastructure to support Transportation Security Administration (TSA) employees in meeting TSA's mission. As such, the objectives of this program as defined in the SOO are to:

a Receive under a performance-based arrangement, highly reliable, and secure, IT managed services and support that meets or exceeds customer requirements and expectations.

b Establish a partner-focused working relationship with TSA.

c Continuously seek ways to apply information technology to improve TSA mission performance.

d Throughout the life of this effort, demonstrate improved performance, reliability, security, and reduced cost of the delivered service.

e Given the dynamics of establishing a new agency, establish a contract arrangement that easily accommodates change.

f Maintain the highest level of service consistent with cost effectiveness. Be able to provide audit and oversight activities convincing proof that TSA is receiving superior service at a fair and reasonable price.

g Provide an effective and efficient management information system that provides insightful, accurate and timely information and data on program status and performance reporting.

h Develop, implement, and maintain appropriate inventory, security, quality control, architecture standards, and reporting requirements.

i Develop and provide a system that supports TSA's compliance with Government standards and requirements (e.g., Clinger-Cohen architecture and program oversight, security, etc).

j Receive appropriate data rights as well as cooperation for any transition to another provider, to ensure continuity of service in unlikely event of contract termination, or upon contract re-competition.

k Effectively utilize subcontract and teaming arrangements, including use of small, small disadvantaged, women-owned, veteran-owned, HUB zone and service-disabled veteran businesses.

6.2 TSA Business Objectives

TSA Business Objectives are at Appendix B.

6.3 SERVICE LEVEL AGREEMENTS

These SLAs will be effective based upon contract modification and until new or revised SLAs are approved.

The Contractor will provide a detailed description of each SLA, how the SLA is measured, process workflow, and measurement conditions under a separate document. This information

will be a contractor work product that will be provided to TSA upon request, with the exception of the Security SLAs which include the process documents as part of the SLA document.

New SLAs or revisions to existing SLAs will be approved by the IRP prior to contract implementation.

The SLAs are located in Appendix C.

6.4 SLA Scoring System

A weighted scoring system was developed to allow TSA to attach importance to each SLA and to gauge contractor performance across all SLAs. The weighing factor for each SLA is shown in the table below.

SLA	Weight
DEP-5 Site Deployment	4
SERV-1 Exchange Service Availability	15
SERV-2 Cellular Service Transition	5
AVL-10 Server Availability	8
AVL-11 Infrastructure Maintenance Repair/Return to Service	8
AVL-12 Hosted Application Incident Response	2
AVL-13 IP Service Availability – CONUS, OCONUS	10
CUST-5 Single Point of Contact Responsiveness	5
CUST-6 Conduct Customer Satisfaction Surveys	5
CUST-7 Total First Call Fix Rate	7
CUST-8 7x24 On-Site Support	0
SEC-10 External Intrusion Prevention	0
SEC-11 Internal Intrusion Prevention	0
SEC-12 Vulnerability Remediation	7
SEC-13 Security Event Notification	3
SEC-14 Incident Remediation	7
SEC-15 Virus Management	2
SEC-16 Security Risk Remediation	7
	95

SLAs are reported monthly as a binary met/not met decision based on contractor performance as outlined in the SLA description table (see Appendix C) and the supporting SLA process documents.

A quarterly scoring mechanism will be utilized for determining the incentive/disincentive. The quarterly scoring mechanism treats the quarter as a single continuous period. As a result, the monthly SLA reports do not directly translate into SLA achievement for the quarter.

Specifically, Team Unisys could exceed the SLA thresholds two of the three months in the quarter, yet still not receive credit for the SLA for the quarter because their performance in the one month was very low. Alternately, Team Unisys could minimally miss the SLA threshold in two of the three months, yet because of outstanding performance in the one month still receive full credit for the SLA using the quarterly scoring mechanism. When both primary and minimum thresholds are in place for the SLA, both the primary and minimum thresholds will be reported against for the month and the quarter, but the minimum threshold will be used to determine if the SLA was met or not met for the quarter. An example is shown in Figure 3 below.

Fig. 3 – SLA Scoring System Report – Example

SLA	Quarterly Performance	Goal (Min)	SLA Met?	Weighted Score
DEP-5 Site Deployment	31/34 (91%)	90%	Yes	4
SERV-1 Exchange Availability				15
Exchange Server Availability	100%	99.90%	Yes	
Performance	7.8 Sec	10 Sec	Yes	
SERV-2 Wireless Service			Yes	5
Outage Notification	25/25 (100%)	90%	Yes	
Billing Detail	Avg: 4.5 days	7days	Yes	
Billing Quality	Avg: 4.5 days	7days	Yes	
Replacement Equipment	120/120 (100%)	95%	Yes	
New Equipment	98/100 (98%)	90%	Yes	
Functions	99/100 (99%)	90%	Yes	
Resets	122/122 (100%)	90%	Yes	
Suspension	39/40 (97.5%)	90%	Yes	
Termination/Disconnect	99/100 (99%)	95%	Yes	
AVL-10 Server Availability			No	0
Standard (Primary)	210/215 (97.67%)	98%	No	
Standard (Minimum)	215/215 (100%)	85%	Yes	
Mission-Critical	24/24 (100%)	99.99%	Yes	
AVL-11 Repair/Return to Service			Yes	8
Hardware	1631/1788 (91%)	85%	Yes	
LAN	131/134 (98%)	90%	Yes	
WAN	1/1 (100%)	90%	Yes	
AVL-12 Hosted App Incident Response	14/15 (93%)	100%	No	0
AVL-13 IP Service Availability			No	0
Minimum Standard	225/229 (98%)	100%	No	
Primary Standard	227/227 (100%)	95%	Yes	
Minimum High Availability	9/9 (100%)	98%	Yes	
Primary High Availability	9/9 (100%)	100%	Yes	
OCONUS Minimum Standard	10/10 (100%)	100%	Yes	
OCONUS Primary Standard	10/10 (100%)	95%	Yes	

Latency	720/750 (96%)	~100%	No	
CUST-5 Call Abandon Rate	851/40,147 (2.1%)	< 5%	Yes	5
CUST-5a Avg Speed to Answer	32 seconds	< 45 sec	Yes	
CUST-6 Customer Satisfaction	4.7	> 4.5	Yes	5
CUST-7 First Call Fix	87%	> 75%	Yes	7
SEC-12 Vulnerability Remediation	7/7 (100%)	90% (low/med)	Yes	7
SEC-13 Security Event Notification	5/5 (100%)	100%	Yes	3
SEC-14 Incident Remediation	6/6 (100%)	90%	Yes	7
SEC-15 Virus Management	94%	90%	Yes	2
SEC-16 Security Risk Remediation	30/30 (100%)	90% (low)	Yes	7
Total				**75.0**

7 AD-HOC MEASURES/METRICS

There are times when measures and/or metrics are needed quickly and for only a short duration. These ad-hoc measures/metrics use an abbreviated request process. They typically have a very limited use and are only used for special occasions. An example would be the used of ad-hoc measures/metrics for pilot projects.

8 NOMINATION OF NEW /REVISED PERFORMANCE MEASURES

New or revised performance measures will be submitted through the respective performance managers. Performance Managers will coordinate the review and approval of these nominations through the IRP.

There are processes and procedures that govern how performance is developed, measured, monitored, revised and reported. The following diagram illustrates an overview of measures/metrics process.

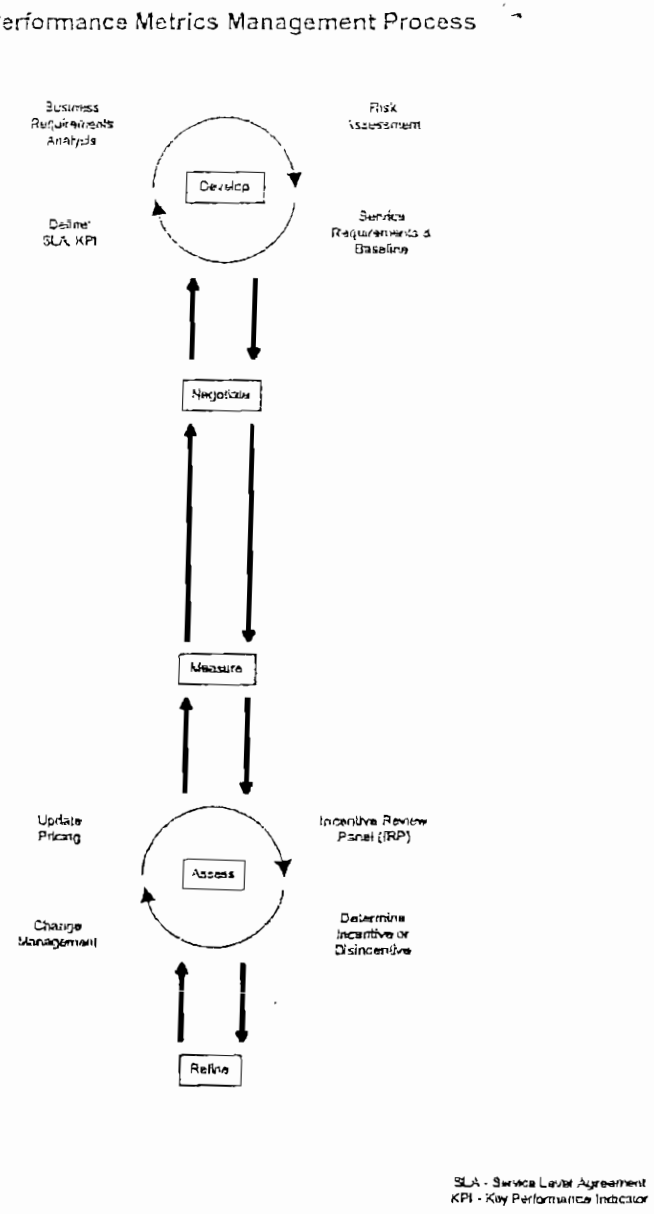


Fig. 4 – Performance Metrics Management Process

The development of any new measure or metric uses a standard template form (Figure 5) that ensures the necessary information is collected. The following is the template that is used to request any new measure or metric.

1. ITMS Objective: *Note 1*	SLA/KPI #: *Note 1*
2. Service Name: *Note 2 (Name of the Performance measure/metric – i.e. Exchange Availability)*	
3. Service Description: *Note 2 (Short description of measurement/metric – i.e. Monitor and manage Exchange application availability on the server(s))*	
4. Applicable Service Delivery Points: *Note 2 (List all the locations where measurement/metric is applicable)*	

5. Class/Levels of Service: *Note 2 (List which levels are available – Standard, High Availability, Mission Critical, GFE)*

Example:

- *Standard: Exchange resides on a single standalone server with partial or no internal redundancy.*
- *High Availability: Exchange resides on single server with full internal redundancy (multiple processors, power supplies, data stores and network interface cards.)*
- *Mission Critical: Exchange resides on server(s) with full external redundancy (automated failover to a separate server/service configuration or clustered servers).*

GFE: GFE will belong to the appropriate class/level of service depending on configuration. Exceptions can be made on a case by case basis after a business case has been made and it is jointly agreed to

5a. Service Hours: *Note 2 (List which levels are available – Standard, High Availability, Mission Critical)*

Example:

Service Hours for the Period are defined as follows for each Class of Service.

- *Standard:*
  - *24 hours x Number of days within the period*
  - *Excluding approved planned/scheduled maintenance windows*
- *High Availability:*
  - *24 hours x Number of days within the period*
  - *Excluding approved planned/scheduled maintenance windows*
- *Mission Critical:*
  - *24 hours x Number of days within the period*
  - *Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance*

6. Performance Category: *Note 1*

7. Performance Measure Description: *Note 2 (Short description of how it is to be measured)*

Example:

- *Availability measure is based on the calculation of the (total number of accountable service hours in a given period, minus total applicable outage duration in hours for that period) divided by (the total number of accountable service hours in that period).*

((Total # of accountable service hrs for the Class) – (Total outage duration in hrs for the period)

(Total # of Accountable Service Hours for the Class)

7 a. Who: *Note 1*	7 b. Frequency: *Note 1*
7 c. Where Measured:	7 d. How Measured: *Note 2 (Short description)* *Example: Net IQ agents on the Exchange Server(s) will determine Exchange application availability on a 5 to 15 minute interval. Availability will be measured and reported based upon validated NetIQ events*

8. Performance Standard/Level of Service: *Note 2 (Service level is dependent on configuration of the service/solution)*

9. Incentive/Disincentive: *Note 1*

Fig. 5 – New Measure/Metric Template

9 REPORTING

9.1 Reporting is the critical piece of the communication of performance statistics to management. The reports address the areas of compliance with cost, schedule and performance according to the established standards. They also provide the intelligence, oversight and management on the critical operations of the organization and network. Reporting types and frequency depend on whether it is a SLA, KPI, Business Objective or Special Project

9.2 Validation

The accuracy and validity of the various reports are just as important as the reports themselves. There are two primary methods by which the various reports will be check. The first method is by Unisys ITMS Quality Assurance. The second method is by Independent Verification & Validation (IV&V).

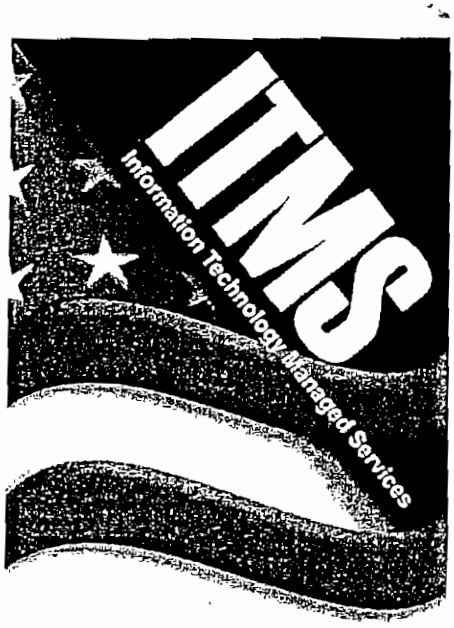
9.3 Distribution Performance Measure Reports

The type of report determines who and how receives the report. Contractual reports must go through official channels. Performance Measures Reports are required to be delivered by the 15th of each month or next business day after the evaluation has been completed. Non-contractual reports have established processes and procedures for distribution.

APPENDIX A - ACRONYMS

AQL	ACCEPTABLE QUALITY LEVEL
BSC	BALANCED SCORECARD
CO	CONTRACTING OFFICER
COTR	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
DSD	DIRECTOR OF SOLUTION DELIVERY
DHS	DEPARTMENT OF HOMELAND SECURITY
EVMS	EARNED VALUE MANAGEMENT SYSTEM
IDO	INCENTIVE DETERMINING OFFICIAL
IRP	INCENTIVE REVIEW PANEL
IT	INFORMATION TECHNOLOGY
ITMS	INFORMATION TECHNOLOGY MANAGED SERVICES
IV&V	INDEPENDENT VALIDATION & VERIFICATION
MIS	MANAGEMENT INFORMATION SYSTEM
OIT	OFFICE OF INFORMATION TECHNOLOGY
PCO	PROGRAM CONTROL OFFICE
PM	PROJECT MANAGER
PMO	PROGRAM MANAGEMENT OFFICE
PMIP	PERFORMANCE MANAGEMENT INCENTIVE PLAN
QASP	QUALITY ASSURANCE SURVEILLANCE PLAN
QAST	QUALITY ASSURANCE SURVEILLANCE TEAM
QMT	QUALITY MANAGEMENT TEAM
SDLC	SYSTEM DEVELOPMENT LIFE CYCLE
SOO	STATEMENT OF OBJECTIVES
TSA	TRANSPORTATION SECURITY ADMINISTRATION

1. ITMS Objective:	SLA #: DEP-5
2. **Service Name:** Deployment – Site	
3. **Service Description:** Team Unisys will install the physical access devices and provide connectivity for LAN, WAN and/or Broadband service. Delivery includes all activities required to complete the site deployment.	
4. **Applicable Service Delivery Points:** Sites based on a mutually agreed baseline deployment schedule.	
5. **Levels of Service:** • Standard	
6. **Performance Category:** Cycle Time	
7. **Performance Measure Description:** Comparison of the baseline deployment schedule start date to the actual start date for each site deployment. Dependencies: • TSA approval of site design and site preparation authorization to proceed within a timely fashion to meet the schedule • Service Request approved by TSA and entered into the TSA ITMS Web Ordering System (WOS) for each site within a timely fashion to meet the schedule • Availability of TSA user(s) for the start of their migration period. Individual users not available at the start of their scheduled migration will be rescheduled for migration at a later date • The user migration effort will be limited to the current approved base TSA Image • Circumstances beyond Unisys control will not be considered in this measure (i.e. airport closure, FSD personnel unavailable, access to FSD work area, inclement weather)	
7 a. **Who:** Unisys PMO	7 b. **Frequency:** Monthly Report
7 c. **Where Measured:** SRMS and Peregrine	7 d. **How Measured:** Comparison of the baseline deployment schedule start date to the actual start date for each site deployment.
8. **Performance Standard/Level of Service:** *Standard:* On-time Deployment start for 90% of sites based on TSA Program Manager Approved Weekly Pipeline schedule.	



Information Technology Managed Services

SERV-1 Exchange Service Availability SLA Process Document

ITMS-PMO-SLA SERV1
Version 1.1
March 2004
Task Order Number DTSA20-02-D-00485
Work Order 1

TEAM UNISYS
12010 Sunrise Valley Drive
Reston, VA 20191

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Title:	*SLA PROCESS DOCUMENT SERV1 – EXCHANGE SERVICE AVAILABILITY*
Identifier:	ITMS-PMO-SLA SERV 1.1
Issued:	Nov, 2003
Recertified:	
Supersedes:	
Contact:	Carol Brayton

Approved: Chris Turner
Program Manager PMO

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REVISION HISTORY

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Version	Revision Description	Approver	Date
1.1	Added Performance Targets	Chris Turner	March 2004
1.0	Initial Release as SER1. Previously labeled AVL	Chris Turner	January 2004

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1 INTRODUCTION

TSA has a requirement for Service Level Agreements (SLA) to measure performance of enterprise network systems and elements in an effort to gauge how a Team Unisys is performing in the delivery of services in accordance with contractual requirements.

1.1 Purpose and Scope

This SLA measures the availability of in-scope Microsoft Exchange Service application components, and the roundtrip response time for a trivial email message.

The scope of this SLA includes production instances of the Exchange Application running at TSA Headquarters and the Hosting Center as listed by class of service in the SLA Detail Report spreadsheet that accompanies the Team Unisys monthly Program Performance Review. The list has not been included in this process document because it is subject to change as server additions and replacements occur.

1.2 Assumptions & Dependencies

- In order to monitor performance, the Unisys monitoring facility has connectivity to the TSA network.
- Unisys and TSA mutually agree upon which Exchange Service components are in-scope, as listed by Class of Service in the SLA Detail Report.
- Outages associated with cluster failover of less than five minutes are not included in downtime calculations

1.3 Definitions

Refer to Appendix A for data elements definitions, acronyms, and abbreviations specific to understanding this document.

1.4 Process Document

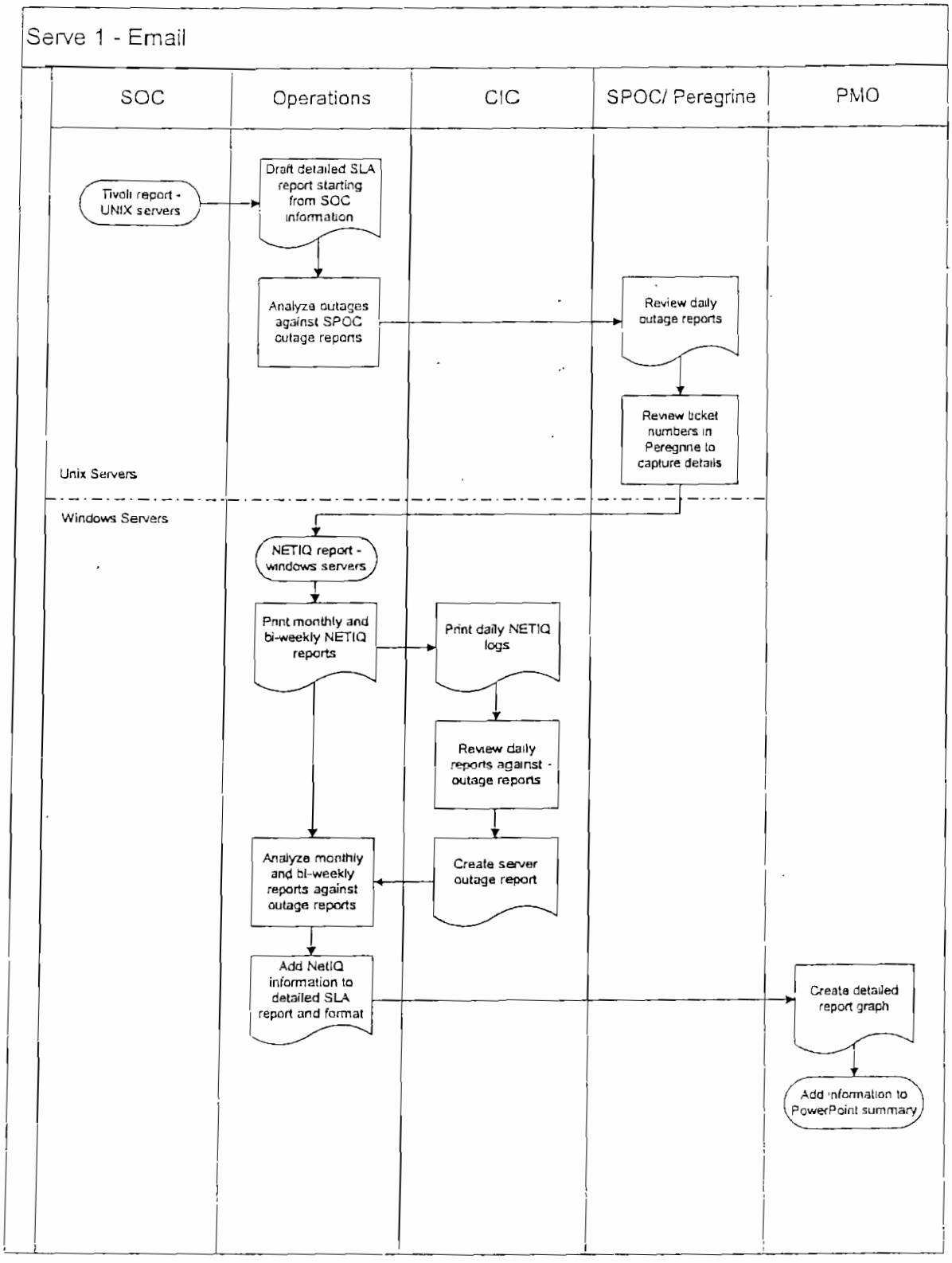

Figure 1 SLA Process Flow

1.5 Contacts

- Unisys Operations manager – Pat Blevins
- Unisys Monitoring Manager – Carol Brayton
- Unisys SLA Reporting Manager – James Lanoue

1.6 References

Performance Management and Incentive Plan(PMIP) version 1.1 9-10-2003

2 SLA DESCRIPTION

1. ITMS Objective:	SLA #: SERV 1 (Availability)
2. **Service Name:** Exchange Service Availability	
3. **Service Description:** Monitor and manage Exchange application availability on the server(s)	
4. **Applicable Service Delivery Points:** All servers running Microsoft Exchange	
5. **Class / Level of Service:** • *Mission Critical:* Exchange resides on server(s) with full external redundancy (automated failover to a separate server/service configuration or clustered servers).	
5a. **Service Hours:** • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. **Performance Category:** Availability	
7. **Performance Measure Description:** • Availability measure is based on the calculation of the (total number of accountable service hours in a given period, minus total applicable outage duration in hours for that period) divided by (the total number of accountable service hours in that period). ((Total number of accountable service hours for the Class) – (Total outage duration in hours for the period)) (Total number of Accountable Service Hours for the Class)	
7 a. **Who:** Unisys PMO	7 b. **Frequency:** Monthly report
7 c. **Where Measured:** Network Operations Center	7 d. **How Measured:** NetIQ agents on the Exchange Server(s) will determine Exchange application availability on a 5 to 15 minute interval. Availability will be measured and reported based upon validated NetIQ events.
8. **Performance Targets/Levels of Service:** • *Mission Critical:* Primary: 99.99% availability during accountable service hours. • Minimum 99.90% availability during accountable service hours.	

Figure 2 SLA Objective - Availability

1. ITMS Objective:	SLA #: SERV 1 (Performance)
2. **Service Name:** Exchange Service Performance	
3. **Service Description:** Three transactions will be monitored: (1) Roundtrip email delivery, (2) open and read a folder, and (3) open the address book.	
4. **Applicable Service Delivery Points:** Targeted client machines running synthetic transactions – ■ TSCC to Network Domain Exchange ■ HQ to Network Domain Exchange ■ HQ to Legacy Domain Exchange (until HQ transition) ■ Veridian to Network Domain Exchange (requires dedicated asset at Veridian) ■ Two Remote Sites (to be identified by TSA) to Network Domain Exchange	
5. **Class / Level of Service:** • *Mission Critical:* Exchange resides on server(s) with full external redundancy (automated failover to a separate server/service configuration or clustered servers).	
5a. **Service Hours:** • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. **Performance Category:** Performance	
7. **Performance Measure Description:** Average response time for all recorded transactions across all locations. $\frac{\text{Total Transaction Time for all Transactions at all Sites}}{\text{Total Number of Transactions Measures}}$	
7 b. **Frequency:** Monthly report	7 b. **Frequency:** Monthly report
7 d. **How Measured:** To be determined in Dec 2003 pilot	7 d. **How Measured:** To be determined in Dec 2003 pilot
8. **Performance Targets/Levels of Service**: • Minimum acceptable average response time is 10 seconds (75% credit) • Primary average response time is 8 seconds (100% credit)	

Figure 3 SLA Objective - Performance

2.1 Process Description

Service Availability
NetIQ AppManager agents are deployed on all Exchange Service server components. To determine Exchange Service application availability, NetIQ performs a check every five (5) minutes of whether the system is running. If the agent cannot perform the check because system is not running, the check will be missed for that 5-minute interval. Data collected by NetIQ is stored locally and forwarded to the management server located at a Unisys monitoring site once a day. At the end of a reporting period, the number of missing checks is multiplied by the interval (5 minutes) to get the downtime for a system.

While the initial toolset does not allow for the automated exclusion of planned maintenance windows when calculating availability, it can be expected that future improvements to the toolset will allow for this. As such, currently, down time that occurs within maintenance windows is included in the service level report.

Performance

Dedicated clients will run synthetic transactions. NetIQ will track the time it takes each transaction to complete the round trip back to the sending machine. All the times will be averaged for each cluster for the reporting period.

2.2 How Measured

For the mission critical service class, subtract the amount of time an Exchange Service Application cluster was unavailability from the total number of hours within a reporting period minus only those maintenance windows where redundant components need to simultaneously be taken down for maintenance, and divide by the total number of hours within a reporting period.

For the performance calculation, all of the response times from each targeted machine will be summed, and this number will then be divided by the total number of transactions measured. The routes of the machines running the synthetic transactions are documented in the SLA Description section of this document. Also, the simulated transactions typed are documented in the SLA Description section of this document.

Since this SLA has multiple components, the table below will be used to calculate the overall score for the monthly and quarterly SLA reports.

AVL		60	Primary (100%)	Minimum (75%)
	HQEXCH001	10	99.99%	99.90%
	PCEXCH001	25	99.99%	99.90%
	K001UG-001	25	99.99%	99.90%
Perf		40	Primary (100%)	Minimum (75%)

HQEXCH001	0	8 Secs	10 Secs
PCEXCH001	20	8 Secs	10 Secs
K001UG-001	20	8 Secs	10 Secs

Each Exchange cluster's availability will be computed as described above. Once this percentage has been determined, it will be matched against the criteria set in the above table. If the cluster availability is equal to or exceeds the minimum threshold, then 100% of the percentage for the cluster is counted towards the total. If the cluster availability falls below the minimum, then 0% is counted towards the total.

For the performance component of the score, the same concept of minimum threshold will be used.

Both the availability and performance minimum thresholds must exceed the minimum for SLA achievement.

2.3 Sample Report

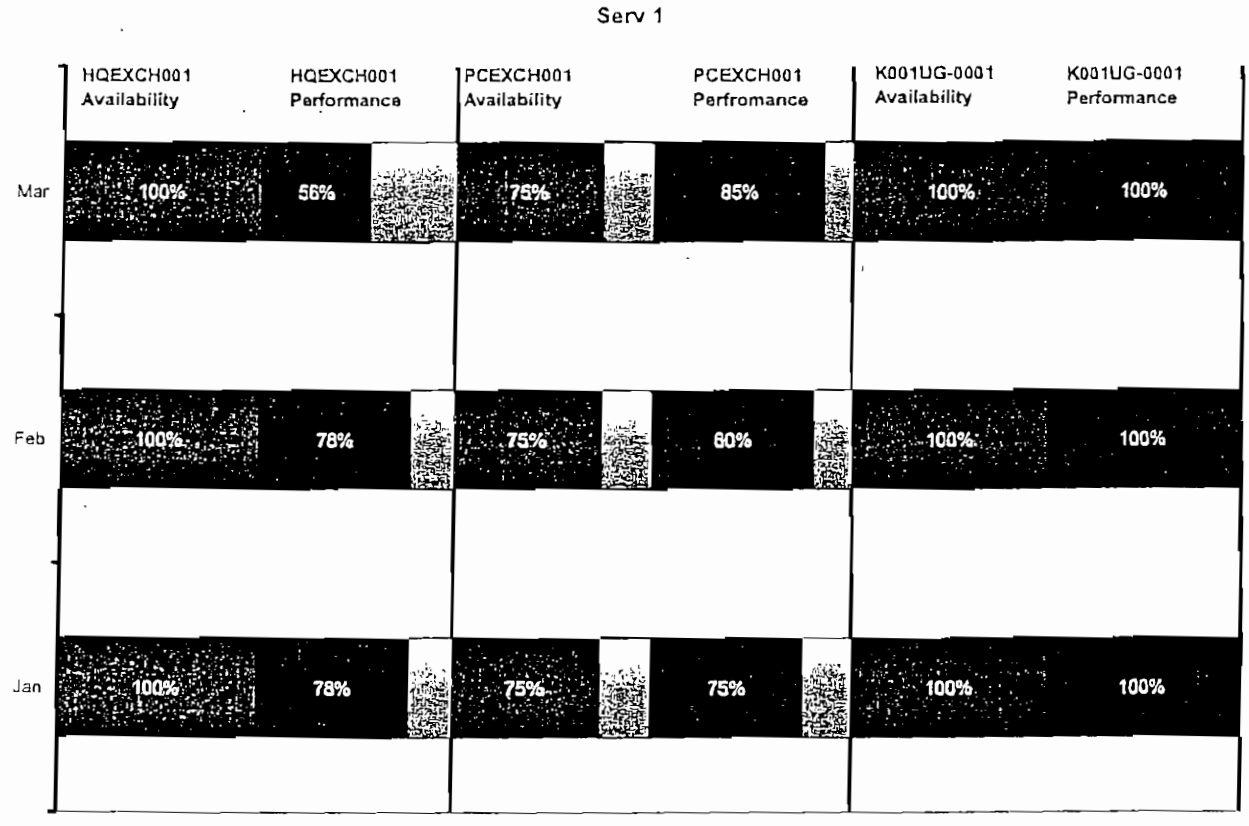

Figure 3 Sample Report

Appendix A – Data Elements, Definitions, and Acronyms

Data Elements

Field	Source	Definition/Calculation
Planned maintenance window	ERB	Duration of planned time the Exchange Service application(s) is/are unavailable as agreed to by the ERB
Unplanned maintenance	ERB	Duration of unplanned time that the Exchange Service application(s) is/are unavailable
Outage	NetIQ	Amount of time that the Exchange Service application(s) was/were unavailable
Service hours	N/A	Number of hours in a month that a Exchange Service application is scheduled to be in service
Availability	NetIQ	Percent of time a Exchange Service application was in service Calculation: Total amount of time a Exchange Service application was in service divided by total service hours for the reporting period
GFE	Manual	Government Furnished Equipment. This includes existing IT components whose management has been inherited by Team Unisys.

Acronyms and Abbreviations

Term	Definition
PMO	Program Management Office
SLA	Service Level Agreement
KPI	Key Performance Indicator

1 a. Objective:	SLA #: SERV-2
1 b. CIO Strategic Objective:	
2. Service Name: Wireless Service	
3. Service Description: Provide Domestic and International cellular equipment and services for TSA. Provide a customer responsive cellular phone program that meets TSA Mission requirements.	
4. Applicable Service Delivery Points: All TSA locations supported by provider and sub-contractors.	
5. Levels of Service: Standard: Various. See #8, below.	
6. Performance Category: Service	
7. Performance Measure Description: Service levels will be graded based on the performance of the measurements A, B, C, D, E, F, G, I, and J. The Primary level of service is a stretch goal for the quarter. The minimum level of service for each measure is a binary threshold for measurement achievement. All measures must meet the minimum threshold for SLA achievement for this quarter. Next quarter all measures will be examined for change from a binary threshold to a continuous scoring.	
7 a. Who: Contractor and Sub-contractor	7 b. Frequency: Monthly
7 c. Where Measured: Various-see measures	7 d. How Measured: Monthly score equals the sum of measures A, B, C, D, E, F, G, I, and J

8. Performance Standard/Level of Service:

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	Primary	Minimum	How Measured
A	98%	90%	Number of Outage Notifications that meet time thresholds Number of Outages
B	5 business days	7 business days	Delivery date of report to TSA
C	5 business days	7 business days	Delivery date of report to TSA
D	99% (3 business days)	95% (3 business days)	Number of Incidents that meet time thresholds Number of Incidents
E	95%	90%	Number of Requests that meet time thresholds Number of Requests
F	95%	90%	Number of Valid Feature Complaints Total Number of Features
G	95%	90%	Number Resets meeting the threshold Number of Reset Requests
I	95%	90%	Number Suspension Requests meeting threshold Number of Suspension Requests
J	99%	95%	Number Disconnection Requests meeting threshold Number of Disconnection Requests

Measure	Description	Primary (100%)	Minimum (75%)	Zero
A	Outage Notification	10.00%	7.50%	0%
B	Billing Detail	10.00%	7.50%	0%
C	Billing Quality	10.00%	7.50%	0%
D	Replacement of Cell Equipment	10.00%	7.50%	0%
E	NewEquipment	10.00%	7.50%	0%
F	Cellular Functions on NewEquipment	10.00%	7.50%	0%
G	Reset Cellular Options	10.00%	7.50%	0%
I	Cellular Service Suspension	15.00%	11.25%	0%
J	Cellular Service Disconnect/Termination	15.00%	11.25%	0%
Totals		100%	75%	0%

1 a. Objective: Measure: A
1 b. CIO Strategic Objective:
2. Service Name: Outage Notification
3. Service Description: Availability of service in all geographical areas
4. Applicable Service Delivery Points: All TSA locations supported by Provider and sub-contractors.

5. Levels of Service: Standard: Notice of outage at any affected TSA site and time to repair via e-mail to TSA operations center and Wireless Program Manager with 1 hour. Exception: Planned maintenance activities that affect service must notify the TSA Operation Center and Wireless Program Manager at least 72 hours prior to outage start time.
6. Performance Category: Response Time
7. Performance Measure Description: Notification of outages

7 a. Who: Contractor/Subcontract - Provider Network Operations Center	**7 b. Frequency:** Monthly
7 c. Where Measured: Contractor/Subcontractor	**7 d. How Measured:** Elapsed time from incident

8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.

1 a. Objective:	**Measure: B**
1 b. CIO Strategic Objective:	
2. Service Name: Billing Detail - Providing Call Details	
3. Service Description: Management of Services and Internal Audits	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard	
6. Performance Category: Billing	
7. Performance Measure Description: To verify user usage with service provider. Call detail records may be required for internal audit upon request. Dependencies:	
7 a. Who: Provider Service Contact	**7 b. Frequency:** Monthly/within 5 business days from the end of the calendar month.
7 c. Where Measured:	**7 d. How Measured:** Analysis of individual elements in the invoice.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	**Measure: C**
1 b. CIO Strategic Objective: Monthly Report Delivery – Standard Reports	
2. Service Name: Billing Quality - Invoice analysis	
3. Service Description: Identification of Bill Disputes	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard	
6. Performance Category: Billing	
7. Performance Measure Description: Correction of bill errors identified including Site Codes (AHC), credits, cost of service and/or equipment. Dependencies:	
7 a. Who: Provider Service Contact	**7 b. Frequency:** Monthly/within 5 business days from the end of the calendar month.

7 c. Where Measured:	7 d. How Measured: Analysis if individual elements in the invoice.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: D
1 b. CIO Strategic Objective:	
2. Service Name: Service Delivery - Replacement of Cellular Equipment	
3. Service Description: Minimize user down time.	
4. Applicable Service Delivery Points: All end users with Cellular Phones	
5. Levels of Service: Standard: 95% of the time, Provider will deliver replacement equipment within 48 hours, 100% received within 72 hours.	
6. Performance Category: Cycle time	
7. Performance Measure Description: Time required between an approved TSA order to time of signature on shipping receipt. Dependencies: Lost or Stolen cellular equipment must have TSA Equipment Lost or Stolen report on file prior to approving and order for replacement equipment. Cycle time begins when order entered/approved into the WOS.	
7 a. Who: Provider Program Manager	7 b. Frequency: Monthly Report of new equipment
7 c. Where Measured: WOS	7 d. How Measured: Time of Approval in WOS to Signature Date on Shipping Receipt Document
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: E
1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Deployment – New Equipment	
3. Service Description: Provider cellular equipment and service that meets TSA mission requirement.	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard: 95% of the time, Provider will deliver new equipment and/or service within 10 days from date of order.	
6. Performance Category: Deployment	
7. Performance Measure Description: Time required between placing an order to time of delivery of equipment and/or service. Dependencies: • TSA management acceptance and approval of new equipment and/or service	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly Report of new equipment
7 c. Where Measured:	7 d. How Measured: Time of Approval in WOS to Signature Date on Shipping Receipt Document.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: F

1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Services	
3. Service Description: Provide and maintain cellular phone service options as ordered	
4. Applicable Service Delivery Points: All new cellular phones orders provided to end users	
5. Class / Level of Service: Standard: 95% of ordered features appropriate for the devices and carriers will function.	
6. Performance Category: Service	
7. Performance Measure Description: Ordered services are functional.	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly
7 c. Where Measured: SPOC	7 d. How Measured: User complaints.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: G
1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Service Resets	
3. Service Description: Provide basic cellular phone services to all phones.	
4. Applicable Service Delivery Points: All cellular phones provide by provider and sub-contractors.	
5. Class / Level of Service: Standard: Time of reset of service features shall meet 95% service reset by midnight if the request is received before 5:00pm EST, next business day (5:00pm EST).	
6. Performance Category: Service	
7. Performance Measure Description: Reset of service options as requested.	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly
7 c. Where Measured: SPOC	7 d. How Measured: Time to reset features
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: H
1 b. CIO Strategic Objective:	
2. Service Name: Notification of Cellular Service Coverage Availability	
3. Service Description: Areas covered by cellular signal in the various geographical locations	
4. Applicable Service Delivery Points: All TSA locations supported by Provider and sub-contractors	
5. Class / Level of Service: • *Standard:* 25 mile radius of the end user duty station. • *Extended:* 50 plus mile radius from the end user duty station.	

5a. Service Coverage:
Service coverage is defined from the center of any TSA location supported by Provider.

- Standard:
  - 90% coverage within the 25 mile radius of duty station.
  - Continuous operation of all cell phone features within the 10 mile radius.
- Extended:
  - 80% coverage within the 50 plus miles radius of duty station.
  - Excludes any pre-define locations and plans on when coverage will be made available.
  - All cell phone features should work continuously within the 25 mile radius.
- Survey
  - Greater than 85% of survey with acceptable service coverage.

6. Performance Category: Service Availability

7. Performance Measure Description:
To be determined by the stakeholder survey

7 a. Who: Contractor/Subcontractor	**7 b. Frequency:** Semi-Annually
7 c. Where Measured: Stakeholder Survey	**7 d. How Measured:** Survey

8. Performance Standard/Level of Service:
Not applicable Q2FY04.

1 a. Objective:	**Measure: I**

1 b. CIO Strategic Objective:

2. Service Name: Suspension of Cellular Service

3. Service Description: Suspension of cellular service after notification.

4. Applicable Service Delivery Points: Nationwide

5. Levels of Service: Standard

6. Performance Category: Cycle Time

7. Performance Measure Description: Suspend cell phone service.
Standard:
95% of suspended service within 3 hours upon notification to the SPOC.

7 a. Who: Contactor/Subcontractor	**7 b. Frequency:** Monthly Report with list of suspended service with cellular phone number and date of disconnect.
7 c. Where Measured: SPOC	**7 d. How Measured:** Tickets from SPOC

8. Performance Standard/Level of Service:
Refer to SERV-2 Section 8.

1 a. Objective:	**Measure: J**

1 b. CIO Strategic Objective:

2. Service Name: Disconnect/Termination of Cellular Service

3. Service Description: Disconnect/Termination of cellular service after notification.

4. Applicable Service Delivery Points: Nationwide

5. Levels of Service: Standard

6. Performance Category: Cycle Time

7. Performance Measure Description: Standard: 99% of disconnected service within 1 business day upon notification to the SPOC (EST 8am – 5pm).	
7 a. Who: Contactor/Subcontractor	7 b. Frequency: Monthly Report with list of disconnected service with cellular phone number and date of disconnect.
7 c. Where Measured: SPOC	7 d. How Measured: Tickets from SPOC
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. P00079	3. EFFECTIVE DATE 30 June 2004	4. REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	32404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (See Item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (See Item 13) 13 August 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)
See continuation pages for accounting and appropriation data.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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: The Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Speright Contracting Officer, 571-227-3065	
Marlene A. Emmons, Sr. Manager of Contracts			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Marlene A. Emmons		BY	30 June 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00080	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
JFKC01		See block 6.	S2404A

Transportation Security Administration
Attn: Office of Acquisition
4th Floor, TSA Routing Code 25
701 South 12th Street
Arlington, Virginia 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **Increase $10,980,505.43**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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:
XX	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)
Marlene L. Emmons Senior Manager of Contract, 703-2419-3013	Charles T. Espright TSA Contracting Officer, 571-227-3605

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	July 8 2004	BY (Signature of Contracting Officer)	July 8, 2004

PURPOSE:

The purpose of this modification is to:

1. Accept a Contractor proposed rate reduction for ITOPII SOM Labor categories for service requests MSPPO-035, MSPPO-041 and MSPPO-0057
2. Provide incremental funding

MODIFICATION

1. Accept the Unisys proposed reduced rate for the T&M Labor component entitled Technical Team being supported by ITOPII SOM Labor category "IT Field Support" under service requests MSPPO-035, MSPPO-041, and MSPPO-057. The ITOPII SOM Labor category rate for these service requests for the 4th quarter of FY04 are reduced from $80.34 per hour to $64.27 per hour.

2. Obligation funding: The following funds are obligated for the specified Service Request Number as indicated in Exhibit 1 of this modification.

Exhibit 1: Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number	WO #	SR #	SR Title	Service Type	Amount	TSA Accounting Code
PREQ-04-AOP-153.1	2	MSPPO-035	On-Site IT Specialist Support - Location	T&M Labor	$945,781.87	05AV000000-2004-1C2BAOPA81-2B01220000-25305 (P)
PREQ-04-AOP-153.1	2	MSPPO-041	On-Site IT Specialist Support - Location	T&M Labor	$267,090.67	05AV000000-2004-1C2BAOPA81-2B01220000-25305 (P)
PREQ-04-AOP-153.1	2	MSPPO-057	On-Site IT Specialist Support - Location	T&M Labor	$1,285,127.50	05AV000000-2004-1C2BAOPA81-2B01220000-25305 (P)
PREQ-04-OMB-004.1	5	HQCIO-019	Computer Telephony Upgrade	T&M Labor	$133,602.00	05X0508140-2004-5A1GOMB000-1G00000000-25315 (F)
PREQ-04-OMB-004.2	5	HQCIO-019	Computer Telephony Upgrade	T&M Labor	$2,552.40	05X0508140-2004-5A1GOMB000-1G00000000-31050 (P)
PREQ-04-OMB-004.2	5	HQCIO-019	Computer Telephony Upgrade	Product	$6,839.34	05X0508140-2004-5A1GOMB000-1G00000000-31050 (P)
PREQ-04-OMB-004.2	5	HQCIO-019	Computer Telephony Upgrade	Product	$23,937.69	05X0508140-2004-5A1GOMB000-1G00000000-31050 (P)
PREQ-04-SMA-035	8	SR-40023	Risk Management	Product	$117,000.00	05X050508140-2004-5A1FSMAA90-1E40000000-31460 (F)
PREQ-04-CIO-153B	3	ADMIN-LMR	Land Mobile Radio Requirements	Product	$3,123,998.00	05AV000000-2004-1C3ECIOB10-2B00000000-25305 (F)
PREQ-04-CIO-153B	3	ADMIN-LMR	Land Mobile Radio Requirements	Product Termination Fee	$999,775.00	05AV000000-2004-1C3ECIOB10-2B00000000-25305 (F)
PREQ-04-AOP-036.2	6	WO 6 SABRE	SABRE	Product	$3,768,623.00	05X0508140-2004-1C2BAOPA84-2B01200000-25305 (F)
PREQ-04-COO-030	2	AUSCIO-159	TSCO	T&M Labor	$300,000.00	05AV000000-2004-1C2BAOPA26-2B0100000-25304 (F)
PREQ-04-EEO-020.1	2	ADMIN-HQ-OA	TSA HQ Office Automation Requirements	Product	$6,177.96	05AD000000-2004-5A1BEEO000-1B00000000-31050 (P)

3 The total funded amount of the task order has increased by $10,980,505.43 from $520,350,060.39 to $531,330,565.82. All other terms and conditions of the contract remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO P00081	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	See block 6.

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
Marlene L. Emmons Senior Manager of Contracts 703-419-3013	Connie L. Thornton Contracting Officer, 571-227-3830
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 09 August 2004

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Make administrative corrections.
3. Reallocate existing funds obligated on the Task Order to designated Service Requests.

MODIFICATION:

1. Unisys Proposal Acceptance: Accept and Incorporate by reference the following Unisys proposal submissions:
   AUSICO-154 New Orleans (MSY) Composite/Concourse C Retrofit Proof of Concept V2.0 cost proposal dated 28 July 2004

2. Administrative Corrections:

The following contract modifications contained typing errors and are corrected to read as indicated below. These administrative changes do not change the total funding of a specific PR or the overall Task Order funding.

a. Contract Modification 043: In paragraph 2 entitled "Obligation Funding"; PREQ-04-CIO-027 in the amount of $88,400 is corrected to read PREQ-04-CIO-037. There is no change in the accounting line.
b. Contract Modification 061: In paragraph 3 entitled "Deobligate Funds"; PR 03-CPO-012 cited for the deobligation amount of $38,000 is corrected to read PREQ-04-CPO-057. The TSA Accounting Code is corrected to read: 05AD000000.2004.5A1LCPOA93.1L00000000.25305
c. Contract Modification 079: In paragraph 2 entitled "Funding"; the Work Order Numbers for the following SRs are:
   Incurred Cost SOO: Work Order #01
   Deployment CLINS: Work Order #02
d. Contract Modification 080: In Exhibit 1 of paragraph 2 entitled "Obligate Funding"; the following change is made:
   SR WO6 Sabre should read ADMIN-SABRE

3. Reallocate Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

a. The following entry for Item #52 on contract modification 028 is deleted. Funding in the amount of $352,000 reverts back to AUSCIO-082 LMS.

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
52	#018	5	03-011-125	AUSCIO-082 LMS	$352,000.00	2	AUSCIO-217/Integrate Training Computers	$352,000.00

b. The following funds are reallocated from AUSCIO-023 to ADMIN-FSD-OA:

PR Number	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
FROM:					
PREQ-04-CIO-044	2	AUSCIO-023	Airport/FSD Site Preps	-$261,000.00	From Funds Place on Contract Mod 044
TO:					
PREQ-04-CIO-253	2	ADMIN-FSD-IMAC	FSD Office Automation Requirements	$261,000.00	05AV000000.2004.*C3ECIOB12.2B00000000.25305

4. The funded amount of the Task Order contract has not changed as a result of these administrative changes. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00082	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $ 12,889,608.18**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)
Marlene L. Emmons Senior Manager of Contracts 703-413-3118	Charles T. Speright Contracting Officer 571-227-3065
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED July 16, 2004

PURPOSE:

The purpose of this modification is to:

1. Accept three Service Requests and incorporate into the contract.
2. Administrative corrections.
3. Reallocate existing funds obligated on the Task Order to designated Service Requests.
4. Provide incremental funding.
5. To establish an Administrative Service Request to facilitate funds tracking, invoicing, and data calls. Additionally, this will ensure that all Service Orders correlate to this Service Request. Exhibit 2, identifies the requirements for the Administrative Service Request to be established. The Administrative Service Request will be incorporated into the Unisys Web Ordering System as well as the Unisys ETC reports.

1. MODIFICATION:

1. Accept the following Service Requests into the task order:

   a. Under WO 0005:
   SR HQCIO-019 Cost Proposal dated 13 July 2004 titled "Computer Telephony Upgrade" Cost Proposal Clarification Response dated 12 July 2004
   Email Clarification Response (modified as shown below) dated 13 July 2004

   "In response to your question below, in consideration of the discussions conducted with Mike Hatcher, we expect the TCC Staff to contact the Unisys on-site Technical Support staff for problems during normal business hours."

   b. Under WO 0009:
   DHS-143 Cost Proposal dated 28 May 2004 titled "Build-out for the National Cyber Security Division IAIP"
   Clarification Response dated 01 June 2004.

   c. Under WO 0008:
   SR-40023 Phase II, dated 26 June 2004, titled "Risk Management"

2. ADMINISTRATIVE CORRECTIONS:

Contract Modification 075 contained typing errors. The correct PR Number on Modification 075 in that block on the Standard Form 30 should read PREQ-04-CIO-026A vice PREQ-04-CIO-125

3. REALLOCATE FUNDING:

2. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation result in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM					TO		
Contract MOD	WO #	PR #	From SR # SR Title	Amount	WO #	To SR # SR Title	Amount
22	8	03-011-167	AMSS Operations Management	$1,469,055.00	5	WO #5 SOO	$1,469,055.00
40	1	PREQ-04-CIO-008	HQ Relocation Phase 2	$1,320,190.00	1	HQ Relocation Phase 1	$1,320,190.00
			Total	$2,789,245.00		Total	$2,789,245.00

TSA Accounting Code for PREQ-04-CIO-008 is as follows: 05AD000000-2004-5C3ECIOB19-3E50000000-25305

4. INCREMENTAL FUNDING:

3. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests or to fund ATP's as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	WO #	SR NUMBER	SR TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-CIO-025-A	10	US VISIT	US VISIT	$1,960,700.00	05ADR00000 2004.102ECIOR13.3E50000000 25305 (F)
PREQ-04-CIO-134B	1	ADMIN-PMO	Managed Services Provider Program Office	$2,213,709.69	05AD000000 2004.5C3ECIOB20.3E50000000 25305 (F)
PREQ-04-CIO-138A	1	AUSCIO-008	Security Engineering Support	$122,117.13	05AD000000.2004 5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-138B	1	AUSCIO-008	Security Engineering Support	$122,117.19	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-143B	1	MSPPO-020	Misc. On-Site Personnel	$153,769.75	05AV000000.2004 1CECIOB13.3E50000000.25305 (F)
PREQ-04-CIO-128B	8	AUSCIO-046	E Gov Operating Platform 1A	$766,172.44	05AD000000.2004 5C3ECIOB19 3E50000000.25305 (F)
PREQ-04-CIO-129B	8	AUSCIO-047	E Gov Operating Platform 1B	$4,512,587.70	05AV0000000.2004.1C3ECIOB12.3E50000000.25305 (F)
PREQ-04-CIO-269	8	AUSCIO-045	Alert Notification System	$100,000.00	05AD000000 2004.5C3ECIOB19.3E30000000 25305 (F)
PREQ-04-OMB-101	5	ADMIN-TCC	TCC Office Automation, equipment and license requirements	$47,105.28	05AD000000.2004.5A1GOMB000.1G00000000.31300 (F)
PREQ-04-CIO-185A	4	AUSCIO-040	Enterprise Management	$1,698,000.00	05AD000000.2004.5C3ECIOB19.3R50000000.25305 (F)
PREQ-04-CIO-154B	2	HQCIO-008	On-Site Security Specialist	$1,139,982.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-193	5	WO #5 SOO	LINKS & PMIS	$53,347.00	05AD000000 2004.5C3ECIOB19 3E50000000.25305 (F)
			Total	$12,889,608.18	

5. The Administrative Service Request is hereby created:

Exhibit 2

WO #	"SITE"	Revised/Admin SR#	SR Title/Function	Description
5		ADMIN-TCC	TCC Office Automation, equipment, and license requirements	To submit Service Orders for TCC Office Automation, equipment, and license requirements for already established/priced CLINS. This SR number must be referenced in the SR Number Field when placing a Service Order.

6. "For administrative reasons, modification number 078 dated 28 June 2004 will be retained by the Government for the official contract file, but will not otherwise be distributed further. The modification has no effect upon any established price, term, or condition of the present contract as it was superceded by superordinate management direction."

7. The funded amount of the Task Order contract has increased by $12,889,608.18 from $531,330,565.82 to $544,220,174.00. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00083	See Block 16C.		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $ 19,101,960.67**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-413-3013		Charles T. Eppright Contracting Officer, 571-227-3057	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED July 16, 2004

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.
2. Administrative Corrections.

1. INCREMENTAL FUNDING:

A. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests or to fund ATP's as specified in Exhibit 1.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	WO #	SR NUMBER	SR TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-AOP-167	8	SR-40059	PARIS	$200,000.00	05AV000000.2004.1D2BCARB03-2B46000000-25305 (F)
PREQ-04-CIO-127B	2	MSPPO-075	HIGH SPEED COPIERS	$80,560.46	05AV000000.2004.1C3ECIOB11.3E50000000.25305 (F)
PREQ-04-CIO-130B	1	MSPPO-053	Hosting Center	$1,269,331.96	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-131B	1	MSPPO-026	HQ Infrastructure	$789,270.90	05AD000000.2004.5C3ECIOB19.3E500000000.25305 (F)
PREQ-04-CIO-133A	5	AUSCIO-318	Operation and Maintenance for Legacy System	$967,733.44	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-135B	1	MSPPO-027	MISC. PMO and System Support	$1,766,648.00	05AD000000.2004.5C3ECIOB20.3E50000000.25305 (F)
PREQ-04-CIO-136B	5	AUSCIO-039	Oracle Enterprise License Maintenance and Support	$1,992,733.08	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-137B	1	AUSCIO-087	17th & M Facilities Rent	$229,179.00	05AD000000.2004.5C3CIOB20.3E500000000.25305 (F)
PREQ-04-CIO-140B	1	MSPPO-049	ACS Transition	$486,235.83	05AV000000.2004.1C3ECIOB12.3E50000000.25305 (F)
PREQ-04-CIO-152B	2	ADMIN-LANWAN	LAN/WAN	$11,320,268.00	05AV000000.2004.1C3ECIOB12.3E50000000.25305 (F)
			Total	$19,101,960.67	

2. ADMINISTRATIVE CORRECTIONS:

Contract Modification 082 contained typing errors. The correct PR Number on Modification 082 In Exhibit 1 should read PREQ-04-CIO-260 vice PREQ-04-CIO-269 and PR Number should read PREQ-04-OMB-010 vice PREQ-04-OMB-101.

3. The funded amount of the Task Order contract has increased by $19,101,960.67 from $544,220,174.00 to $563,322,134.67. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. 00084	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $72,424.10**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 07/30/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding; (2) reallocate previously obligated funding; (3) correct the contact information for the Paying Office for the MIPRs; (4) incorporate administrative data changes and make changes to the designation of COTR and Alternate COTRs; and (5) incorporate accepted Unisys proposals; as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1. OBLIGATION OF FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
ROSS-04-00053	11	ADMIN-DHS-HQ-CIO (for Office of Security)	HSHQPA-04-F-00029	$ 9,721.10
Accounting Code: NONE 000 000 SA 10-16-00-000 10-03-0100-00-00-00-00 GE OE 25-37 000 000				
RUIO-04-00714	11	ADMIN-DHS-HQ-CIO (for Chief Procurement Office at NY Avenue)	HSHQPA-04-F-00035	14,831.13
Accounting Code: OINF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00/(GE)-OE-31-10/000000				
RUIO-04-00704	11	ADMIN-DHS-HQ-CIO (for Chief Procurement Office at NY Avenue)	HSHQPA-04-F-00041	5,418.08
Accounting Code: OINF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00/(GE)-OE-31-10/000000				
TBUS-04-00238	11	ADMIN-DHS-HQ-CIO (BTS reimbursement for IMAC DHS-205)	HSHQPA-04-F-00039	816.25
Accounting Code: NONE000 000 SE 30-10-00-000 30-03-0000-00-00-00-00 GE OE 25-11 000000				
ROCR-04-00062	11	ADMIN-DHS-HQ-CIO (for Office of Civil Rights and Civil Liberties)	HSHQPA-04-F-00040	6,107.40
Accounting Code: NONE000-000-SA-10-65-00-000 10-06-0000-00-00-00-00 GE-OE 31-03-000000				
			Subtotal	$36,884.96

RUIO-04-00702	11	NATIONAL PRESS CLUB BUILDOUT (SR-40054)	HSHQPA-04-F-00031	$22,646.40

Accounting Code: IFSR002/000/WX/20-60-01-001/20-07-0000-00-00-00-00/(GE)-OE-31-10-000000

RIBO-04-00095	11	ADMIN-DHS-HQ-IAIP	HSHQPA-04-F-00038	12,892.74

Accounting Code: NONE000 000 MG 1010 00 000 0100 0000 00 00 00 00 GE OF 3129 00000

Plus Subtotal from Previous Page 2	36,884.96
TOTAL OBLIGATED	$72,424.10

2. REALLOCATIONS OF PREVIOUSLY OBLIGATED FUNDING.

A.) The funds of $961,527.93 (previously obligated under Obligation Account Name ADMIN-DHS-HQ-CIO, Unique Identifier HSSCHQ-04-F-00701 by Modification No. 00068) were reallocated by Modification No. 00071, leaving a balance of $904,661.45 in this account. The $904,661.45 in this account is hereby further reallocated into the Obligation Account Names and Unique Identifiers as indicated below.

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00565	11	ADMIN-DHS-HQ-CIO	HSSCHQ-04-F-00701	$605,635.79
	11	REMEDIATION OF THE DOE FACILITY (SR-40062)	HSSCHQ-04-F-00701	232,848.75
	11	DHS BLACKBERRY (SR-40043)	HSSCHQ-04-F-00701	66,176.91

Accounting Code: 01NF001/000/MA/20-35-00-000/20-07-0500-01-00-00-00/(GE)0E-31-10-00/000000

Total	$904,661.45

B.) The funds of $391,200.00 previously obligated under Obligation Account Name INFORMATION SECURITY TRAINING (SR-40028), Unique Identifier HSSCHQ-04-F-00669 by Modification No. 00071 are hereby reallocated into the Obligation Account Names and Unique Identifiers as indicated below.

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00121	11	INFORMATION SECURITY TRAINING (SR-40028, DHS Security Certification & Accreditation)	HSSCHQ-04-F-00669	$ 61,554.87
	11	CISO IT SECURITY PROGRAM (SR-40037)	HSSCHQ-04-F-00669	329,645.13

Accounting Code: OITS001/000/MA/20-35-00-000/20-70-0100-01-04-00-00/(GE)-OE-25-14/000000

Total	$391,200.00

3. OBLIGATIONS WITH SPECIAL BILLING REQUIREMENTS. For the obligations executed pursuant to the Military Interdepartmental Purchase Requests (MIPRs) by Modifications 00071 and 00074 to the Task Order, the following correction is made to the contact facsimile number and telephone number for the Paying Office:

DFAS-SA
500 McCullough Avenue
San Antonio, TX 78215-2100

Facsimile number 210-527-8837
Telephone number 210-527-8841

4. INCORPORATE THE FOLLOWING ADMINISTRATIVE DATA CHANGES AND CHANGES IN THE DESIGNATION OF THE COTR AND ALTERNATE COTRS

A.) In reference to Sections E.3 (Government Review and Acceptance), F.4 (Place and Method of Delivery), G.2 (Responsibility for Contract Administration of Work Order (WO) 11), and G.3 (Billing Instructions), Richard Moore is designated as the Contracting Officer's Technical Representative (COTR), with the following address:

TSA
Office of Information Technology: TSA-11
Attn: Richard Moore / Room 9069
1200 South Hayes Street
Arlington, VA 22202

The following individuals are removed as COTR, Alternate COTRs and as Authorized Ordering Agents (reference Section H.2, Ordering Provision): Angela Wyatt, Theresa Dixon and Rita Swann.

B.) In reference to Section G.3 (Billing Instructions), the following change is made to the Room number for the DHS Paying Office. The Contractor shall submit an original and one copy of the invoice for billing under WO 11 to the following address:

By U.S. mail:
Department of Homeland Security
Attn: Management Directorate/Admin. Services/Nancy Ostrowski/3621-14
Washington, DC 20528

5. INCOPORATE ACCEPTED UNISYS PROPOSALS. The following accepted Unisys proposals are hereby incorporated by reference into the Task Order for WO 11:

- Government acceptance via email on June 25, 2004: SR-40031, Build-Out 4th Floor 7th & D Streets, Technical and Cost Proposal as revised and dated May 13, 2004, in the total amount of $294,794.74. The proposal is fully funded in the total amount of $56,866.48 for Fiscal Year (FY) 2004, under Unique Identifier HSSCHQ-04-F-00701, per Modification 00071. Labor in the amount of $18,839.88 is funded for FY 2004 and the Contractor is required to provide notification upon expenditure of 75% of this labor funding; the Contractor's incurrence of costs above this funding limit is at its own risk.

- Government acceptance via email July 23, 2004: SR-40032, DHS S&T ISSO Support with Travel, Technical Proposal (V1.0) dated June 3, 2004 and revised Price Proposal (V1.1) dated July 22, 2004, in the total amount of $770,801.60. The proposal is fully funded in the total amount of $278,158.40 for labor and travel FY 2004, under Unique Identifier HSSCHQ-04-F-00685, per Modification 00074. The Contractor is required to provide notification upon expenditure of 75% of this funding; the Contractor's incurrence of costs above this funding limit is at its own risk.

- Government acceptance via email July 30, 2004: SR-400028, Information Security Training, Technical Proposal dated February 27, 2004 and revised Price Proposal (V1.2) dated July 16, 2004, at the ceiling price of $61,554.87, inclusive of all costs, all labor for work performed and no travel was incurred. No further work is to be performed. The proposal is fully funded in the total amount of $61,554.87 under Unique Identifier HSSCHQ-04-F-00669, per Modification 00071. The remaining obligated funds for this Unique Identifier are reallocated per this Modification.

6. As a result of this modification, the total amount funded on the Task Order is increased by $72,424.10 from $563,642,134.67 to $563,714,558.77. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 17

2. AMENDMENT/MODIFICATION NO. 00085	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (If applicable)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 601 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13)
CODE: 15-078-0674 FACILITY CODE	X	13 August 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 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 continuation pages for accounting and appropriation data. NO CHANGE IN CONTRACT PRICE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Determination by the Contracting Officer

E. IMPORTANT: Contractor [ ] is not [X] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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) Connie Thornton TSA Contracting Officer, 571-227-3380	
15B. CONTRACTOR/OFFEROR / 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 18 NOV 04

PURPOSE:

The purpose of this modification is to make administrative corrections as well as establish the appropriate allocation of contract funding, including the Administrative SRs that were incorporated into the contract via contract modification P000064.

Contract modification 065 addressed administrative corrections and the appropriate funding reallocations beginning with when the contract was executed on 13 August 2002 through contract modification 012. This modification addresses administrative corrections as well as establishes the appropriate allocation of contract funding beginning with contract modification 013 through contract modification 084. This modification will address only TSA funding, funding for DHS (Work Orders 9 and 11) and US Visit (Work Order 10) efforts will be addressed in separate contract modifications. These administrative corrections and funding reallocations do not result in any change to the total funding of a specific PR or in the total overall Task Order funding. To facilitate the identification, the areas that need to be corrected have been highlighted in gray.

1. Contracting Officer Reservation of Funds Removed: On occasion, the Contracting Officer would identify, by Procurement Request (PR) number, within a contract modification that while the funding was being obligated it was "Reserved" and the contractor was not authorized to expend until otherwise notified by the Contracting Officer. This method of reserving funds was either identified within the narrative portion of the contract modification or annotated on the attachment/exhibit containing the procurement request fiscal accounting information with the word/wording "RESERVED". Wherever stated in contract modifications 013 through 084, the Contracting Officer reservation regarding the use of funds is hereby removed.

Administrative Changes and Corrections:

2. Contract Modification 015:

In paragraph II, entitled "Funding", the allocation of funds for item f. AUSCIO-086 in the amount of $4,686,000 is to be reallocated to ADMIN-SLA as indicated below.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
15	1	PREQ-03-011-135	AUSCIO-086 Incentives	$4,686,000.00	1	ADMIN-SLA	$4,686,000.00
			Total	$4,686,000.00		Total	$4,686,000.00

In Attachment 1, the following correction is made.

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amounts
15	1	PR 03-011-135	Corrected to read AUSCIO-087 vice MSPPO-087	Rent, Facilities	$2,002,263.00

3. Contract Modification 017:

Paragraph 1 entitled "Funding", the following reallocations are to be effected:

a. WO 6 SOO, Screener Scheduling, obligation of funding the amount of $12,000,000 is to be reallocated to ADMIN-SABRE.

b. Various administrative Service Request numbers per Attachment 1, beginning with "AUS", HQ IT Seats, obligate funding in the amount of $1,504,887 is to be reallocated to ADMIN-HQ-OA.

c. ITMS Support to CAPPS/ONRA for Service Orders "NRA" or "ONRA", obligation of funding in the amount of $151,800 is to be reallocated to ADMIN-ONRA.

Attachment 1 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
17	6	PR 03-011-163	Screener Scheduling	$12,000,000.00	6	ADMIN-SABRE	$12,000,000.00
17	1	PR 03-011-134	HQ IT Seats (recurring)	$1,504,887.00	2	ADMIN-HQ-OA	$1,504,887.00
17	2	PR 03-NRA-021	"NRA" or "ONRA" SR#'s TBD	$151,800.00	2	ADMIN-ONRA	$151,800.00
			Check Total	$13,656,687.00		CheckTotal	$13,656,687.00

(Contract Modification 017 continued)
Paragraph VI entitled "Reallocations within Modification Number 15"; the following reallocations are to be effected:
Reallocate the $200,000 from PR 03-011-135 FROM Rent, AUSCIO-087 to ADMIN-HQ-OA rather than HQ IT Desktop Equipment (various service orders beginning with "AUS").

Reallocate the $200,000 from PR 03-011-135 FROM RENT, Facilities to AUSCAO-053 and AUSCAO-073 rather than TO pending service request/service order related to the standup of the Crystal Drive site. See the below table for the appropriate reallocation of funds.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
17	2	PR 03-011-135	AUSCIO-087, Facilities Rent	$200,000.00	2	Corrected to read ADMIN-HQ-OA vice HQ IT Desktop Equipment	$200,000.00
17	1	PR 03-011-135	AUSCIO-087, Facilities Rent	$189,823.00	1	Corrected to read AUSCAO-053 vice pending SR/SO for standup of Crystal Drive site	$189,823.00
17	1	PR 03-011-135	AUSCIO-087, Facilities Rent	$10,177.00	1	Corrected to read AUSCAO-073 vice pending SR/SO for standup of Crystal Dive site	$10,177.00
			Check Total	$400,000.00		CheckTotal	$400,000.00

In Attachment 2 to contract mod 017, the Work Order Number for HQCIO-021 Command Center is corrected to read WO#2 vice WO#1.

4. Contract Modification 020:
In Attachment 1 to contract modification 020, the Work Order Number for PR 03-011-162 LAN/WAN in the deobligation amount of $10,000,000 is corrected to read WO#2 vice WO#1.

5. Contract Modification 021:
In paragraph III titled "Reserved Funding", the funding amount of $18,850 reserved for HQCIO-025 is to be reallocated to HQCIO-024 as indicated below. The "reservation of funds" has been removed.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
21	2	PR 03-011-110	HQCIO-025 ODS (Travel One Time Charge - Funds Reserved	$18,850.00	2	HQCIO-024 TSA Joint Command Center at Cabot Tech	$18,850.00

6. Contract Modification 022:
a. Paragraph IV entitled "Reallocation of funds", addressed reallocating funds on Contract Modification 015 for PR 03-011-149 in the amount of $1,788,000. The funds are to be reallocated in accordance with the below table:

				TO		
WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
4	PR 03-011-149	AUSCIO-040, IT Enterprise Architecture	$1,508,000.00	4	AUSCIO-040	$1,508,000.00
4	PR 03-011-149	AUSCIO-040, IT Enterprise Architecture	$80,000.00	4	AUSCIO-184	$80,000.00
4	PR 03-011-149	AUSCIO-040, IT Enterprise Architecture	$200,000.00	4	Corrected to read AUSCIO-040 in lieu of SR TBD (Enterprise	$200,000.00

(Contract Modification 022 continued)

Attachment 1 Reallocations:

Attachment 1 to contract modification 022 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	2	PR 03-FIN-0028	AUSCIO-023 LAN/WAN Infrastructure to Baggage Inspection Areas/Install Kronos Badge Terminals at BWI	$175,210.00	6	ADMIN-KRONOS	175,210.00
22	5	PR 03-CPO-012*	Consolidated Security & Background Investigation Database	$49,069.79	5	AUSCIO-239 BITS/ANACI Database	49,069.79
22	5	PR 03-011-012*	Consolidated Security & Background Investigation Database	$122,930.21	5	AUSCIO-353 BITS II	122,930.21
22	5	PR 03-09-020	SR# TBD, Claims Management Center	$25,000.00	5	ADMIN-COTS	25,000.00
22	2	PR 03-17-532	AUSCIO-034 Desktops/Laptops for Mission Support Centers	$3,010.00	2	ADMIN-MSC	3,010.00
22	2	PR 03-011-132	SR# TBD, LAN/WAN Infrastructure in support of TSA Airport Training Rooms	$4,500,000.00	2	AUSCIO-217 LMS Test Bed Sites	4,500,000.00
22	TBD	PR 03-MLS-015	MLS eCOMM	$130,000.00	5	AUSAVO-069 Web Boards Upgrade	130,000.00
22	2	PR 03-NRA-035	SR/SO TBD ONRA/CAPPS	$365,000.00	2	ADMIN-ONRA	365,000.00
			Check Total	$5,370,220.00		CheckTotal	5,370,220.00

*Note: Contract Mod 061 deobligated $38,000 in funds from PR 03-CPO-012.

Attachment 2 Reallocations:

Attachment 2 to contract modification 022 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	1	PR 03-011-167	Various SO/SRs LAN/WAN	$1,445,044.25	2	ADMIN-LANWAN	$1,445,044.25
22	2	PR 03-011-167	Various SOs HQ IT Seats	$500,000.00	2	ADMIN-HQ-OA	$500,000.00
22	2	PR 03-011-167	Various SOs GFE-Seats - Airport, HQ, ACS	$562,826.70	2	ADMIN-FSD-GFE	$562,826.70
22	2	PR 03-011-167	Various SOs Individual Software Pkgs	$73,100.00	5	ADMIN-COTS	$73,100.00
22	Mod 2	PR 03-011-167	HQCIO-017 VOIP	$2,511,762.49	1	No Change, Remains under HQCIO-017	$2,511,762.49
22	Mod 2	PR 03-011-167	MSPPO-048 VPN	$1,528,336.00	1	No Change, Remains under MSPPO-048	$1,528,336.00
22	5	PR 03-011-167	AUSCIO-039 Oracle Enterprise License	$822,433.60	5	AUSCIO-017 Oracle Enterprise License	$822,433.60
22	8	PR 03-011-167	AMSS Operations Mgmt	$1,622,000.00	8	WO# 8 SOO	$1,622,000.00
22	3	PR 03-011-167	TBD Cell Phones	$1,659,275.00	3	ADMIN-CELL	$1,659,275.00
			Check Total	$10,724,778.04		CheckTotal	$10,724,778.04

(Contract Modification 022 continued)
Attachment 3 Reallocations:
Attachment 3 to contract modification 022 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	2	PR 03-011-168	AUSCIO-020 FSD/Field IT (seats)	$8,409.50	2	ADMIN-FSD-OA	$8,409.50
22	2	PR 03-011-168	Various SR/S0s FSD/Field IT (white pkg seats - 81 airports)	$2,000,000.00	2	ADMIN-FSD-OA	$2,000,000.00
22	2	PR 03-011-168	Various SR/S0s 18 OCONUS sites	$546,991.00	2	TSA-HQ-013	$546,991.00
22	2	PR 03-011-168	Various S0s Individual Software Pkgs	$23,200.00	5	ADMIN-COTS	$23,200.00
22	2	PR 03-011-168	TBD Lockheed equipment reimaging/asset mgt	$1,000,000.00	2	AUSCIO-068	$1,000,000.00
22	2	PR 03-011-168	TBD DELL GFE Reimaging	$4,744,008.00	2	ADMIN-FSD-GFE	$4,744,008.00
22	2	PR 03-011-168	Various SR/S0s IMACS	$311,742.30	2	ADMIN-FSD-IMAC	$311,742.30
22	2	PR 03-011-168	TBD Head Seats & Shared Seats for Screeners	$238,560.00	2	ADMIN-SCREENER	$238,560.00
22	2	PR 03-011-168	MSPPO-34 TSA Herdon Facility Site Survey	$10,000.00	2	AUSCIO-023	$10,000.00
22	2	PR 03-011-168	Managed Services	$1,000,000.00	2	WO#2 SOO	$1,000,000.00
22	3	PR 03-011-168	Various SR/S0s LMR Rental and add'l equip	$1,206,000.00	3	ADMIN-LMR	$1,206,000.00
			Check Total	$11,088,910.80		CheckTotal	$11,088,910.80

7. Contract Modification 025, Attachment 3 Reallocations:
Attachment 3 to contract modification 025 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
25	5	PR 03-011-186	AUSCIO-004 AUSCIO-093 CITS/APPS application	$117,714.33	5	AUSCIO-004 Application Development for Personnel Security System	$117,714.33
25	5	PR 03-011-186	AUSCIO-004 AUSCIO-093 CITS/APPS application	$15,673.91	5	AUSCIO-093 CITS Development Services	$15,673.91
25	5	PR 03-011-186	AUSCIO-004 AUSCIO-093 CITS/APPS application	$62,059.76	1	SOO 1, 2, 3 GO 5 FORWARD	$62,059.76
25	1	PR 03-011-211	HQCIO-008 Security Specialist	$1,628,688.00	4	HQCIO-008 Security Specialist	$1,628,688.00
25	2	PR 03-17-534	TBD MSC Site Survey	$80,000.00	2	AUSCIO-192	$80,000.00
			Check Total	$1,904,136.00		CheckTotal	$1,904,136.00

8 Contract Modification 026:

The $150,000 for Workforce Planning (WPARS) Systems in the amount of $150,000 is to be reallocated as indicated below.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
25	5	PR 03-012-076.1	SR TBD Workforce Planning (WPARS) System	$81,559.72	5	AUSCIO-376 Workforce Planning Software SPSS	$81,559.72
25	5	PR 03-012-076.1	SR TBD Workforce Planning (WPARS) System	$68,440.28	5	AUSCIO-082 LMS	$68,440.28
			Check Total	$150,000.00			$150,000.00

9. Contract Modification 028:

Administrative corrections to the contract modification 028 will be identified by the ITEM #. In the below tables only the ITEM # that requires an administrative correction will be addressed. If the ITEM# is not indicated, then the reallocation stated in contract modification 028 remains as is.

Attachment 1:

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$161.00	2	Corrected to Read MSPPO-021 vice SR#TBD/Deployment CLIN	$161.00
2a	#015	1	03-011-135	DELETE THIS ENTRY AUSCAO-053 Crystal Drive	$200,000.00	1	DELETE THIS ENTRY AUSCIO-087/MSPPO Rent	$200,000.00
4	#022	1	03-011-167	Corrected to Read LANWAN vice WANLAN for CTO Crystal Drive	$78,464.00	1	AUSCAO-053/Crystal Park Building Move	$78,464.00
5	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$335,709.00	2	AUSCIO-115 Veridian Building Move	$335,709.00
6	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$284,625.00	2	Corrected to Read AUSCIO-115/Veridian Building Move vice AUSCIO-220/Veridian Building Move	$284,625.00
8	#012	1	Corrected to Read 03-011-129 vice 03-011-120	LANWAN v2	$1,000,000.00	2	Corrected to read AUSCIO-204/HQ Migration to XP vice SR# TBD/HQ Migration to SP	$1,000,000.00
9	#015	1	03-011-135	AUSCIO-087/MSPPO Rent	$750,000.00	1	Corrected to Read AUSCIO-307/DOT Transition vice SR#TBD/DOT Transition	$750,000.00
10	#022	1	03-011-167	Corrected to Read LANWAN vice WANLAN for CTO Crystal Drive	$22,544.00	1	HQCIO-015/Software for TSIS	$22,544.00
11	#022	1	03-011-167	Corrected to Read LANWAN vice WANLAN for CTO Crystal Drive	$19,719.00	2	AUSCIO-055/Headquarters ESS Support	$19,719.00
13	#017	1	03-011-110	HQCIO-025/Project Support	$40,687.00	2	HQCIO-024/Cabot Tech Support Equipment	$40,687.00
14	#015	1	03-011-157	MSPPO-053/TSA Hosting Center	$89,302.00	1	Corrected to Read TSA-HQ-006 vice HQCIO-006 HVAC/UPS HQ Survey	$89,302.00
15	#022	5	03-110-110	HQCIO-025/Project Support	$330,281.00	2	AUSCIO-159/TSA Joint Command at Cabot Tech	$330,281.00
17	#022	5	03-NRA-025	MSPPO-044 CAPPS/ONRA	$147,040.00	2	Corrected to Read AUSCIO-235/Second ONRA Site CO vice SR#TBD/Second ONRA SITE CO	$147,040.00

(Contract Modification 028 continued)
Attachment 2:

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
19	#011	2	Corrected to Read 03-011-110 vice 03-1011	AUSCIO-023/Site Prep	$299,112.00	2	MSPPO-035/041/057 On-site Field Coordinators Travel/ODC	$299,112.00
20	#011	2	03-011-110	AUSCIO-023/Site Prep	$2,651,263.70	3	Corrected to Read ADMIN-LMR vice TSA-0201-025/LMR Managed Services	$2,651,263.70
21	#022	1	03-011-167	Corrected to Read LANWAN vice WANLAN for CTO Crystal Drive	$52,000.00	1	AUSCIO-145/Network Connectivity between TSA HQ and LMS Reston	$52,000.00
22	#022	1	03-011-167	Corrected to Read LANWAN vice WANLAN for CTO Crystal Drive	$151,000.00	1	AUSCIO-114/INS Backbone TSA Connectivity	$151,000.00
25	#005	6	03-FIN-001	Corrected to Read Scheduling/Time and Attendance vice HQCIO-023/T&A	$145,337.02	1	MSPPO-049/ACS Tranisition	$145,337.02
26	#011	6	03-011-110	SR#/TBD/Screener Scheduling	$2,831,085.00	1	Corrected to Read MSPPO-049/ACS Transition vice MSPPPO-049/ASC Transition	$2,831,085.00
27	#011	5	Corrected to Read 03-011-104 vice 03-011-110	HR Primavera Program Management	$360,000.00	5	AUSCIO-007/FAM Scheduling	$360,000.00
28	#011	5	Corrected to Read 03-011-104 vice 03-011-110	HR Primavera Program Management	$126,455.00	1	SOO 1.2.3 GO FORWARD SEE MODs 079 & 91	$126,455.00
30	#011	2	Corrected to Read 03-011-102 vice 03-011-110	TSA-HQ-010/Crisis Action Centers	$105,170.00	2	AUSCIO-068/LH Reimaging	$105,170.00
31	#011	1	03-011-110	HQCIO-021/Command Center Red Switch	$50,000.00	1	HQCIO-024	$50,000.00
32	#011	5	Corrected to Read 03-011-104 vice 03-011-110	HR Primavera Program Management	$470,545.00	1	Corrected to Read AUSCIO-087 vice SR#TBD/HR Data Warehouse	$470,545.00
34	#011	8	Corrected to Read 03-011-098 vice 03-011-110	AUSCIO-045/Alert Notification System	$346,038.00	8	AUSCIO-047/E-GOV 1B Application Platform	$346,038.00
35	#018	5	03-011-123	WO# 5 Managed Services	$28,612.00	1	Go Forward 1.2.3 CLIN (See Mods 079 & 091)	$28,612.00
35a	#018	5	03-011-123	WO#5 Managed Services	$933.00	1	AUSCIO-154 ESS	$933.00
36	#011	5	Corrected to Read 03-107-076 vice 03-011-110	AUSCIO-004/093 CITS/APPS	$30,882.00	1	MSPPO-024/Call Center CRC Transition from FAA	$30,882.00
					$7,648,432.72			$7,648,432.72

(Contract Modification 028 continued)
Attachment 3

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
37	#011	5	Corrected to Read 03-017-076 vice 03-017-76	AUSCIO-004/093 CITS/APPS	$25,000.00	5	AUSCIO-238 Legal Integrated Knowledge System (LINKS)	$25,000.00
39	#011	8	Corrected to Read 03-011-098 vice 03-011-110	AUSCIO-045/Alert Notification System	$252,000.00	5	AUSCIO-187/Contractor to E-Gov and LMS ROM	$252,000.00
40	#018	5	03-011-123	WO# 5 Managed Services	$36,000.00	5	Corrected to Read AUSCIO-031 vice SR#TBD/Checked Baggage Data	$36,000.00
43	#011	8	Corrected to Read 03-011-098 vice 03-011-110	AUSCIO-045/Alert Notification System	$183,847.00	8	AUSCIO-160 TSA-ARMS	$183,847.00
44	#011	5	Corrected to Read 03-011-104 vice 03-011-110	Corrected to Read MSSPO-051/Primaver Pilot vice MSPPO-005/Primavera Pilot	$643,678.00	5	WO #5 Managed Services	$643,678.00
45	#012	1	03-011-129	LANWAN v2	$106,322.00	5	WO #5 Managed Services	$106,322.00
46	#012	1	03-011-129	LANWAN v2	$88,152.00	2	TSA-HQ-010	$88,152.00
48	#011	8	Corrected to Read 03-011-098 vice 03-11-110	AUSCIO-045/Alert Notification System	$160,000.00	1	SOO 1.2.3 GO FORWARD	$160,000.00
49	#011	2	03-011-110	AUSCIO-023/Site Prep	$161,000.00	1	MSPPO-046	$161,000.00
50	#022	1	03-011-167	Corrected to Read LAN WAN vice WAN LAN for CTO Crystal Drive	$520,078.00	2	HQCIO-024/Cabot Tech	$520,078.00
52	#018	5	03-011-125	DELETE THIS ENTRY (See Mod 081)-AUSCIO-082 LMS	$352,000.00	2	DELETE THIS ENTRY (See Mod 081)- AUSCIO-217/Integrate Training Computers	$352,000.00
54	#011	8	Corrected to Read 03-011-098 vice 03-011-110	AUSCIO-045/Alert Notification System	$125,451.00	5	AUSCIO-088/Application Server Standup	$125,451.00
					$2,376,528.00			$2,376,529.00

(Contract Modification 028 continued)
Attachment 4:

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
59	#018	5	Corrected to Read 03-011-148 vice 03-01-048	AUSCIO-079/Staff Augmentation	$3,075.00	5	AUSCIO-030/Performance Management System	$3,075.00
61	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$600.10	2	ADMIN-COTS	$600.10
62	#009	1	03-007-027	MSPPO-046 NCIC/LEMS	$29,449.00	5	Corrected to Read AUSCIO-003/ORES Real Estate vice AUSICO-003/ORES Real Estate	$29,449.00
64	#009	1	03-007-027	DELETE THIS ENTRY MSPPO-046 NCIC/LEMS	$62,000.00	1	DELETE THIS ENTRY TSA Asset Management System (TAMS)	$62,000.00
65	#011	1	03-011-110	MSPPO-001/CNSI Support	$377,001.00	2	Corrected to Read ADMIN-LAN/WAN vice TSIS-001 LAN/WAN	$377,001.00
72	#012	1	03-011-129	Transiton to Removal LANWAN	$2,544,228.06	2	Corrected to Read ADMIN-LAN/WAN vice LANWAN Infrastructure (Field and HQ)	$2,544,228.06
					$3,016,353.16			$3,016,353.16

10. Contract Modification 029:
The following corrections are made to Paragraph 1 titled, Additional Funding: Funding in the amount of $126,755.74 [PR 03-FIN-0037] for HQCIO-003/004, AUSCIO-017/AUSCIO-039 is to be reallocated to AUSCIO-017 as indicated below. Note: Funds in the amount of $50,000, PR 03-06-023, for the SR TBD IRB Review were deobligated in their entirety in contract modification 054.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
29	1	PR 03-FIN-0037	HQCIO-003/004 AUSCIO-017/AUSCIO-039	$126,755.74	5	AUSCIO-017	$126,755.74

11. Contract Modification 033:
In Attachment 1titled "Funding Reallocation", the Work Order for HQCIO-024 is corrected to read WO#2 vice WO#1.

12. Contract Modification 034:
Paragraph III, titled "Obligate funding as indicated in Attachment 1" is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
34	1	PR 04-RES-003	AUSCAO-073 IT Equip for Crystal Park	$9,500.00	2	ADMIN-HQ-OA	$9,500.00

13. Contract Modification 037:
Attachment 1 to contract modification 037 is corrected to read as follows:

	FROM					TO		
ITEM	Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
1	#011	1	03-011-110	MSPPO-001/CNSI	$750,000.00	3	Corrected to Read ADMIN-BB vice AUSCIO-174 Blackberry	$750,000.00
	#015 vice							

14. Contract Modification 039:
Attachment 1 to contract modification 039 is corrected to read as follows:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amounts
39	4 vice 2	PREQ-04-CIO-010	HQCIC-008	On-Site Security Specialist	$134,100.90
39	5 vice 2	PREQ-04-CIO-013	MSPPO-069	Additional Desktop Applications Deployment vice SPOC	$21,177.84

In Attachment 2 to Contract Modification 039, AUSAVO-069 should be corrected to read WO#05 vice WO#02.

15. Contract Modification 040:
In the attachments to contract modification 040, only those specific PR Numbers and associated SRs that need administrative corrections are noted. If the specific PR Number and associated SR are not indicated herein, then the obligation stated in contract modification 040 remains unchanged. .

Attachment 1.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
40	2	PREQ-04-CAO-022	36006BA - Large Multifunctional Network Copier With 11" X 17" Printer Capacity	$8,115.96	2	ADMIN-MSC	$8,115.96
40	3	PREQ-04-CIO-006	MSPPO-020 Communcations Operations Recurring Fixed Price Labor	$153,769.75	1	MSPPO-020 Communications Operations	$153,769.75
40	3	PREQ-04-CIO-007	TSA-0201-025 - LMR & LMR Rental Recurring Equipment Costs	$3,421,798.89	3	ADMIN-LMR	$3,421,798.89
40	2	PREQ-04-CIO-011	LANWAN, LANWAN Recurring Equipment Costs	$14,965,723.25	2	ADMIN-LANWAN	$14,965,723.25
			Total	$18,549,407.85		Total	$18,549,407.85

Attachment 2. The following reallocations for PREQ-04-CIO-008 are made as indicated below.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
40	5	PREQ-04-CIO-008	AUSCIO-039 Oracle Enterprise License Recurring Equipment Costs	$1,992,733.00	5	AUSCIO-017, Oracle Enterprise Recurring Equipment Costs	$1,992,733.00
40	1	PREQ-04-CIO-008	AUSCIO-115, Relocation to Veridian Bldg Recurring Equip Costs	$33,438.25	2	AUSCIO-115, Relocation to Veridian Bldg Recurring Equip Costs	$33,438.25
40	1	PREQ-04-CIO-008	ADMIN SR TBD, HQ Desktop Seats	$1,562,500.00	2	ADMIN-HQ-OA	$1,562,500.00
40	3	PREQ-04-CIO-008	IPAQ, New Equipment Deployment	$18,540.25	2	ADMIN-LMR	$18,540.25
			Total	$1,614,478.50		Total	$1,614,478.50

(Contract modification 040 continued)
Attachment 3: The following reallocations for PREQ-04-CIO-022 are to be made as indicated below:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
40	2	PREQ-04-CIO-022	ADMIN SR TBD, Crisis Action Centers Recurring Fixed Price Costs	$252,527.00	2	ADMIN-CAC	$252,527.00
40	2	PREQ-04-CIO-022	FSD Seats, Red Package Seats Recurring Equipment Costs	$2,670,804.00	2	ADMIN-FSD-0A	$2,670,804.00
40	2	PREQ-04-CIO-022	GFE Seats Airport, GFE Seats - Airport Recurring Equipment Charges	$164,268.00	2	ADMIN-FSD-GFE	$164,268.00
40	2	PREQ-04-CIO-022	IMACs, ODCs/One-Time Charges	$47,703.27	2	ADMIN-FSD-IMAC	$47,703.27
40	2	PREQ-04-CIO-022	TSA-HQ-010, Crisis Action Centers/Broadband Recurring Fixed Price Labor	$35,125.50	2	ADMIN-CAC	$35,125.50
			Total	$3,170,427.77		Total	$3,170,427.77

16. Contract Modification 041:
In paragraph 1 titled "Obligation funding", Attachment 1 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
41	5	PREQ-04-CIO-033	AUSCIO-344, JREIS Application	$6,400.00	2	HQCIO-024	$6,400.00

17. Contract Modification 043:
In paragraph 2 titled "Obligation funding", Attachment 1 is corrected to read as indicated follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
43	6	PREQ-04-FIN-017	WO#06 Kronos	$2,018,767.00	6	ADMIN-KRONOS	$2,018,767.00
43	6	PREQ-04-FIN-017	WO#06 Kronos Recurring T&M	$44,000.00	6	ADMIN-KRONOS	$44,000.00
43	6	PREQ-04-AOP-036	WO#06 Sabre	$2,231,377.00	6	ADMIN-SABRE	$2,231,377.00
43	2	PREQ-04-TQP-652	ADMIN SR Head Seats/Shared Seats	$600,000.00	2	ADMIN-SCREENER	$600,000.00
43	2	PREQ-04-TQP-653	ADMIN SR Head Seats/Shared Seats	$300,000.00	2	ADMIN-SCREENER	$300,000.00
			Total	$5,194,144.00		Total	$5,194,144.00

18. Contract Modification 046:
Paragraph 3, titled "Establish Administrative SRs:" the following corrections are to be made:

Delete ADMIN-001 Established for Service Orders for LAN/WAN requirements for non airport/FSD site such as Crystal Drive, ONRA, and CTO. ADMIN-001 has been incorporated into ADMIN-LANWAN.

Delete ADMIN-002 Established for Service Orders for office automation and communication requirements for Mission Support Centers (MSC). ADMIN-002 has been incorporated into ADMIN-MSC.

(Contract Modification 043 continued)
Paragraph 4, entitled, "Obligation funding." The following reallocations are to be made to Attachment 1.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
46	2	PREQ-04-CAO-013	ADMIN-002, MSC Office Automation & Communication	$77,472.00	2	ADMIN-MSC	$77,472.00
46	8	PREQ-04-CIO-003	AUSCIO-256 Applications Management	$300,000.00	8	AUSCIO-256 Applications Management	$300,000.00
	2	PREQ-04-CIO-030	HQCIO-008, On-Site Security Specialists Recurring T&M Labor	$268,202.00	4	HQCIO-008, On-Site Security Specialists Recurring T&M Labor	$268,202.00
46	2	PREQ-04-CIO-042	ADMIN-002, MSC Office Automation & Communication	$36,000.00	2	ADMIN-MSC	$36,000.00
46	2	PREQ-04-CIO-043	Various S0, HQ Software IMACs	$10,000.00	5	ADMIN-COTS	$10,000.00
			Total	$691,674.00		Total	$691,674.00

19. Contract Modification 047:
Paragraph 1 of contract modification 047 accepted and incorporated pted various Unisys proposals. Under paragraph 1e, AUSCIO-235 Mod 1 ONRA Colorado Springs was accepted. The below table is provided to help identify the funding for AUSCIO-235 Mod 1 ONRA Colorado Springs.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
22	1	03-011-167	Various SO/SRs for Service Request Title LAN/WAN	$1,445,044.25	1	AUSCAO-053	$78,464.00
					1	HQCIO-015	$22,544.00
					1	AUSCIO-055	$19,719.00
					1	AUSCIO-145	$52,000.00
					1	AUSCIO-114	$151,000.00
					1	HQCIO-024	$520,078.00
					2	AUSCIO-235	$199,299.00
					2	ADMIN-LANWAN	$401,940.25
							$1,445,044.25

Paragraph 4, entitled "Obligation Funding", Attachment 1 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
47	2	PREQ-04-CIO-046.1	ADMIN SR# TBD, FSD IT Seats-Recurring Equp Costs & One Time Charges	$122,450.00	2	ADMIN-FSD-OA	$122,450.00
47	2	PREQ-04-CIO-047.1	ADMIN SR# TBD, HQ IT Seats-Recurring Equip Costs & One Time Charges	$242,000.00	2	ADMIN-HQ-OA	$242,000.00
			Total	$364,450.00		Total	$364,450.00

20. Contract Modification 051:
ontract modification documented the quarterly CLIN 50000AG Deployment Completion Bonus. Funds for this quarterly incentive is provided for under Administrative SR entitled ADMIN-SLA.

21. Contract Modification 054:
The following corrections are made to the Attachment 1 funding obligation table:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
54	1	PREQ-04-CIO-092	HQCIO-035, Site "B" Operational Check	$73,000.00	2	HQCIO-035, Site "B" Operational Check	$73,000.00
54	3	PREQ-04-CIO-095	WO#03 Wireless/Mobile Training Staff Cell Phones	$17,250.00	3	Corrected to read: ADMIN-CELL vice Wireless/Mobile Training Staff Cell Phones	$17,250.00

22. Contract Modification 055:
The following PRs in the Attachment 1 funding obligation table are corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
55	2	PREQ-04-CIO-080	ADMIN-HQ-001, Copier Overage Coverage	$605,458.00	2	ADMIN-HQ-OA	$605,458.00
55	3	PREQ-04-CIO-094	TSA-0201-025, LMR Repeaters	$282,586.05	3	ADMIN-LMR (See also Mod 096)	$282,586.05
			Total	$888,044.05		Total	$888,044.05

23. Contract Modification 056:
Paragraph 2 titled "Obligation funding", Attachment 1 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
56	1	PREQ-04-CIO-062	HQCIO-024 Cabot Tech Recurring Equip	188,400.00	2	HQCIO-024 Cabot Tech Recurring Equip	188,400.00
56	1	PREQ-04-CIO-062	HQCIO-024 Cabot Tech Fixed Labor	221,402.00	2	HQCIO-024 Cabot Tech Fixed Labor	221,402.00
56	1	PREQ-04-CIO-062	HQCIO-024 Cabot Tech T&M	360,500.00	2	HQCIO-024 Cabot Tech T&M	360,500.00
56	1	PREQ-04-CIO-062	HQCIO-024 Cabot Tech ODC	84,454.00	2	HQCIO-024 Cabot Tech ODC	84,454.00
56	1	PREQ-04-CIO-063	HQCIO-025 Cabot Tech Project Support T&M Labor	166,758.00	2	HQCIO-025 Cabot Tech Project Support T&M Labor	166,758.00
56	1	PREQ-04-CIO-063	AUSCIO-159 Joint Command Cabot Tech T&M Labor	350,000.00	2	AUSCIO-159 Joint Command Cabot Tech T&M Labor	350,000.00
56	1	PREQ-04-CIO-063	AUSCIO-159 Joint Command Cabot Tech ODC	23,970.00	2	AUSCIO-159 Joint Command Cabot Tech ODC	23,970.00
			Total	1,395,484.00		Total	1,395,484.00

(Contract Modification 056 continued:)
Paragraph 2, titled "Obligation funding", Attachment 2 is corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
56	5	PREQ-04-CIO-071	AUSCIO-039 Oracle Enterprise License	$10,000.00	5	AUSCIO-017 Oracle Enterprise License	$10,000.00
56	3	PREQ-04-CIO-096	Wireless, Wireless Solution-IA Cell Phones	$20,775.00	3	ADMIN-CELL	$20,775.00
56	3	PREQ-04-CIO-0100	Wireless, Wireless Solution-HQ/FSD Cell phones/pagers	$300,000.00	3	ADMIN-CELL	$300,000.00
56	1	PREQ-04-AOP-063	AUSCIO-403 Foreign Cockpit Crew Venfication ATP	$10,000.00	5	AUSCIO-403	10,000 .00
			Total	$320,775.00		Total	$320,775.00

24. Contract Modification 057:
Paragraph 2, entitled "Administrative Corrections:" subparagraph C regarding Contract Modification 040 is corrected to read as follows:
"Contract Modification 040, the SR title for PREQ-04-CAO-002 is corrected to read ADMIN-MSC vice Large Multifunctional Network Copier With 11" X 17" Printer Capacity."

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
40	2	PREQ-04-CAO-002	36006BA/Large Multifunctional Network Copier With 11" X 17" Printer Capacity	$8,115.96	2	ADMIN-MSC vice ADMIN-OA-MSC	$8,115.96

Paragraph 4 titled "Obligation funding", Attachment 1 is corrected to read as follows:
"Attachment 1: Accounting and Appropriation Data (Standard Form 30, Block 12):
The following Administrative SRs are pending finalization: ADMIN-FSD-OA, ADMIN-FSD-IMAC"

The following PRs in the Attachment 1 funding obligation table are corrected to read as follows:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
57	2	PREQ-04-CIO-068	ADMIN-OA-FSD	$186,500.00	2	ADMIN-FSD-OA	$186,500.00
57	2	PREQ-04-CIO-068	ADMIN-OA-FSD	$300,000.00	2	ADMIN-FSD-OA	$300,000.00
57	2	PREQ-04-CIO-068	ADMIN-IMAC-FSD	$36,500.00	2	ADMIN-FSD-IMAC	$36,500.00
57	2	PREQ-04-CIO-068	ADMIN-IMAC-FSD	$41,000.00	2	ADMIN-FSD-IMAC	$41,000.00
57	2	PREQ-04-CIO-138	AUSCIO-008	$122,117.13	1	AUSCIO-008	$122,117.13
			Total	$486,500.00		Total	$486,500 00

25. Contract Modification 061:
The following PRs in the Exhibit 2 funding obligation table are corrected to read as follows:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amounts
61	2	PREQ-04-CIO-061	Corrected to Read ADMIN-SLA vice AUSCIO-086	Corrected to Read Incentive Bonus 3rd Installament vice Deployment /Quarterly Incentive Funding	$2,000,000.00
61	2 vice 1	PREQ-04-CIO-074	AUSCIO-115	Vendian Recurring Equipment	$7,169.25
61	2 vice 1	PREQ-04-CIO-074	AUSCIO-115	Vendian Relocation T&M	$172,715.00
61	2 vice 1	PREQ-04-CIO-074	AUSCIO-115	Veridian Relocation ODC	$52,360.00
61	2 vice 1	PREQ-04-CIO-113	Corrected to Read SR-40010 vice AUSCIO-391	TIP Pilot Network vice LANWAN Connectivity	$1,500,000.00
61	2	PREQ-04-CIO-146	Corrected to Read ADMIN-FSD-IMAC vice ADMIN-IMAC-FSD	FSD IMACs	$25,157.78

The following PRs in the Attachment 3 funding obligation table are corrected to read as follows:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
61	2 vice 1	PREQ-04-CIO-152	ADMIN LAN/WAN	LAN/WAN Recurring Equipment	$1,031,175.30
61	2 vice 1	PREQ-04-CIO-152	ADMIN LAN/WAN	LAN/WAN New Equipment	$7,389,740.00
61	4 vice 2	PREQ-04-CIO-154	HQCIO-008	On-Site Security Specialists	$402, 303.85

26. Contract Modification 064:
In Exhibit 2, ADMIN-FSD-GFE and ADMIN-HQ-GFE are corrected to read WO#02 vice WO#01.

27. Contract Modification 065:
The chart show in paragraph 6 titled "Contract Modification 009" is corrected to read as follows:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
65	2 vice 1	03-20-001	AUSCIO-055	HQ Initial Occupancy ESS	$41,000 00

The chart shown in paragraph 7 entitled "Contract Modifications" 010 and 011 is corrected to read as follows:

WO #	Work Order/Task Description	Related SR #	Amount	TSA Accounting Code	PR #
5	Primavera	AUSCIO-051 Corrected to Read MSPPO-051	$1,477,000.00	05X0508500/2003/102ECIOA46/2E10000000/25305	03-011-104

28. Contract Modification 066:
Obligation Funding Exhibits 2 and 4 are corrected to read as follows:

Exhibit 2:

FROM					TO
Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
66	3	PREQ-04-MLS-051	Corrected to Read SR-40020 vice SR-40024	M&L Wireless Proof of Concept Testing	$10,000.00

Exhibit 4:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
66	2	PREQ-04-CIO-177	HQCIO-024	TSA Joint Command Center Recurring Equipment	$609,028.00
66	2	PREQ-04-CIO-178	AUSCIO-150	TSOC Recurring T&M	$420,753.00

29. Contract Modification 069:
Exhibit 2 to contract modification 069 is corrected to read as follows:

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
69	5 vice 3	PREQ-04-CIO-121	ADMIN-COTS	COTS Requirements	$51,724.80
69	2 vice 3	PREQ-04-CIO-199	ADMIN-HQ-IMAC	TSA HQ IMAC Requirements	$200,925.47

30. Contract Modification 070:
In paragraph 1 titled "Reallocation of Funding", the following correction is made:

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
46	2	PREQ-04-CIO-225	AUSCIO-023 Site Prep	$52,855.88	2 vice 1	ADMIN-FSD-GFE	$52,855.88

In paragraph 2 titled, "Obligate funding"; the following correction is made to Exhibit 1.

PR Number	WO #	SR Number	Service Request Title	Amount
PREQ-04-CIO-154A	4 vice 2	HQCIO-008	Security Engineering Services	$991,840.82

31. Contract Modification 072.
In paragraph 2 titled "Obligated Funding"; the following corrections are made to Exhibit 1.

MOD #	PR Number	WO #	SR Number	Service Request Title	Amount
72	PREQ-04-CAO-040	2 Vice 1	ADMIN-FSD-GFE	GFE Support of FSD	$52,169.44
72	PREQ-04-OMB-009	Corrected to read ADMIN-HQ-GFE vice 2 Vice 1	ADMIN-GFE-HQ	GFE Support of HQ	$14,299.86

32. Contract Modification 076:
In paragraph 2 titled "Reallocation of Funding", the following correction is made.

FROM					TO		
Contract Mod	WO#	PR Number	FROM SR# SR TITLE	Amount	WO#	TO SR# SR TITLE	Amount
38	5	PREQ-04-CIO-014	AUSCIO-198, PARIS to Host Center	$25,000.00	1 vice 5	SR-40013, Armed Leo Initiative	$25,000.00

In paragraph 3 titled "Obligate Funding", the following correction is made.

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
76	2 vice 1	PREQ-04-CIO-178A	AUSCIO-159	TSOC Support	$370,000.00
76	1 vice 5	PREQ-04-CIO-242	SR-40013	Armed Leo Pilot ATP	$25,000.00

33. Contract Modification 082:
In paragraph 4 titled "Incremental Funding"; the following correction is made for Exhibit 1.

Contract Mod	WO#	PR Number	SR#	SR TITLE	Amount
82	1	PREQ-04-CIO-1348	Corrected to Read MSPRO-027 vice ADMIN-PMO	Corrected to read LTMS Deployment Systems Support vice Managed Services Provider Program Office	$2,213,709.69

34. All other terms and conditions of the Task Order remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
P00086	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $ 3,532,357.78

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Charles T Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED Aug. 4, 2004

PURPOSE:
The purpose of this modification is to:

1. Accept three Service Requests and incorporate into the contract.
2. Provide incremental funding.
3. Administrative Corrections.

1. MODIFICATION:

1. Accept the following Service Requests into the task order:

a. Under WO #0008:
SR-40059 Cost Proposal Version 1.0 dated 13 July 2004 titled "PARIS Testing and Support"

b. Under WO # 0008:
SR-40040 Cost Proposal Version 1.1 dated 24 June 2004 titled "INT LINKS Civil-Criminal"

c. Under WO # 10:
SR-40027 Cost Proposal Version 2.0 dated 20 July 2004 titled "US-VISIT Exit Development, Test and Pilot Host Environment"

2. INCREMENTAL FUNDING:

3. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests or to fund ATP's as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	WO #	SR NUMBER	SR TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-AFS-011	1	SR-40047	Alien Student Flight Program	$6,149.18	05X0508140.2004.1C1LCPOB42.1L00000000.233XO (P)
PREQ-04-CSL-014	8	SR-40040	LInKS	$100,000.00	05X0508140.2004.5A1DCSL000.1D00000000.25305 (F)
PREQ-04-CSL-014.1	8	SR-40040	LinKS	$150,000.00	05X0508140.2004.5A1DCSL000.1D00000000.25305 (F)
PREQ-04-CIO-026-A	10	USVISIT-001	US VISIT	$2,360,600.00	05ADR00000.2004.102ECIOR18.3E50000000.25305 (P)
PREQ-04-CIO-124.1	8	SR-40059	PARIS	$400,000.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-243	8	SR-40059	PARIS	$125,000.00	05X0508140.2004.602DTSI000 3E50000000.25305 (F)
PREQ-04-COO-041	2	ADMIN-TSCC	TSCC SEATS, IMAC'S, OFFICE AUTOMATION END COMMUNICATION REQUIREMENTS	$2,190.00	05AV000000.2004.1C2BAOPA26.2B100000.25304 (F)
PREQ-04-COO-034	2	ADMIN-TSCC	TSCC SEATS, IMAC'S, OFFICE AUTOMATION END COMMUNICATION REQUIREMENTS	$52,482.60	05AV000000.2004.1C2BAOPA26.2B0100000.26620 (F)
PREQ-04-COO-038	2	ADMIN-TSCC	TSCC SEATS, IMAC'S, OFFICE AUTOMATION END COMMUNICATION REQUIREMENTS	$335,936.00	05AV000000.2004.1C2BAOPA26.2B0100000 25304 (F)
				$3,532,357.78	

3. ADMINISTRATIVE CORRECTIONS:
Contract Modification 036 contained a typing error. The correct fiscal strip for PR Number PREQ-04-CIO-025 should be 05ADR00000-2004-102ECIOR18-3E0000000-25305 vice 05AD000000.2004.5C3ECIOB20.3E50000000.25305.

4. The funded amount of the Task Order contract has increased by $3,532,357.78 from $563,714,558.77 to $567,246,916.55. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
P00087	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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 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 continuation pages for accounting and appropriation data. N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

The purpose of this modification is to:

1. Incorporated the Transportation Security Administration Acquisition Management System (TSAAMS) Clause 3.14.6, PRE-EMPLOYMENT SECURITY SCREENING OF CONTRACTOR EMPLOYEES. This clause follows in full text.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-410-3013		Charles T. Eppright Contracting Officer, 571-227-3065	
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)	Aug. 9, 2004

3.14.6 PRE-EMPLOYMENT SECURITY SCREENING OF CONTRACTOR EMPLOYEES (July 2004)

Shall be used in all solicitations and business agreements (for example: contracts, interagency agreements, simplified acquisitions, and commercial item acquisitions) in which contractor employees will work on site at a TSA facility, inclusive of all airports nationwide.

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 eighteen (18 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 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 two weeks (14 days) prior to the employment start date.

   c) Once all forms identified above have been completed and submitted to the CPO, the National Crime Information Center (NCIC) record check and review of the SF 86 will be conducted by the CPO. If the record check and review are favorable, a temporary pass will be issued. This pass will be re-issued if necessary until the Office of Personnel Management (OPM) has completed the background investigation and the adjudication is

completed. Once the investigation is completed TSA's Office of Physical Security will be notified. If it is favorable, a permanent building pass will be issued. If it is unfavorable, the temporary pass will be taken, the contractor employee will be sent back to the contractor's facility, and the contractor employee will not be permitted to work under this contract.

d) 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 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.

2. All other terms and conditions of this contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
P00088	See Block 16C.	N/A	

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	32404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $4,454,989.62**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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. Charles T. Eppright Contracting Officer, 571-227-3865	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED Aug, 13, 2004

PURPOSE:
The purpose of this modification is to:

1. Reallocate funds.
2. Provide incremental funding.
3. Administrative Corrections.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM					TO		
Contract MOD	WO #	PR #	From SR # SR Title	Amount	WO #	To SR # SR Title	Amount
45 & 46	2	PREQ-04-CIO-044	AUSCIO-023 Site Prep	$3,976,520.00	1	AUSCIO-019	$3,976,520.00
66	5	PREQ-04-FIN-029	AUSCIO-256 AMSS Test & Integration	$11,000.00	5	AUSCIO-446	$11,000.00
			Total	$3,987,520.00		Total	$3,987,520.00

2. INCREMENTAL FUNDING:

A. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests or to fund ATP's as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	WO #	SR NUMBER	SR TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-AFS-010	3	SR-40047	Alien Flight Program	$51,300.00	05X0508140.2004.1C1LCPOB42.1L00000000.31260 (F)
PREQ-04-AOP-036.3	6	ADMIN-SABRE	Screener Scheduling Rqmts.	$3,000,000.00	05X0508140-2004-1C2BAOPA84-2B01200000-25307 (F)
PREQ-04-CIO-133B	5	AUSCIO-318	Legacy Systems	$99,029.04	05AD000000-2004-5C3ECIOB19-3E50000000.25305 (F)
PREQ-04-CIO-142A	1	AUSCAO-053	Crystal Park Bldg. Move Recurring Equip	$24,376.50	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-178B	1	AUSCIO-159	TSOC, Recurring T&M 24X7 Support	$150,872.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-256	5	SR-40051	Integration services (Middleware) ATP	$124,500.00	05X0508140.2004.602DTSI000.3E5000000.25305 (P)
PREQ-04-CIO-275	2	ADMIN-GFE-HQ	GFE In Support of FSD	$9,873.00	05AD000000.2004.5C3ECIOB18.3E50000000.25305 (F)
PREQ-04-CIO-276	2	ADMIN-GFE-FSD	GFE in Support of FSD	$7,500.00	05AD000000.2004.1C3ECIOB11.3E50000000.25305 (F)
PREQ-04-CIO-278	2	ADMIN-OA-HQ	Office Automation & Communication Rqmts	$316,387.87	05AD000000.2004.5C3ECIOB19.3E5000000.25305 (F)
PREQ-04-COO-040	2	ADMIN-TSCC	Office Automation & Communication Rqmts.	$25,789.25	05AV000000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-COO-048	2	ADMIN-TSCC	Office Automation & Communication Requirements	$23,128.00	05AV000000.2004.1C2BAOPA26.2B0100000 25304 (F)
PREQ-04-COO-053	2	ADMIN-TSCC	Office Automation, Communication Requirements	$1,056.00	05AV0000000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-COO-055	1	ADMIN-TSCC	Office Automation, Communication Requirements	$60,000.00	05AV000000.2004.1C2BAOPA26.2B0100000 25304 (F)
PREQ-04-EBO-020.1	2	ADMIN-HQ-OA	Office Automation & Communication Rqmts.	$6,177.96	05AD000000.2004.5A1BEE0000.1B00000000.31050 (F)
		AUSCIO-446	USCG Financial APP	$20,000.00	05AD000000.2004.5C3CCFOB16.3C13000000.25704 (F)

PREQ-04-TSI-010	1	MSPPO-028	TRACE	$500,000.00	05EN000000.2004.602DTSI000.2D12000000.25100 (F)
			TOTAL	$4,419,989.62	

The following table pertains to one single PR # PREQ-04-POL-016.1 which has eight (8) different accounting strings attached to it.

PR #	WO #	SR #	SR TITLE	AMT	ACCOUNT CODE
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5A10POL000.1020000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCISO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5A30SSD000.3000000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AV000000.2004.1C2BAOPA81.2B00000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5AIDCSL000.1D00000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5AIFLEG000.1F00000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5A1ACH1000.1A00000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AD000000.2004.5A3CCFO000.3C00000000.25305 (F)
PREQ-04-POL-016.1	8	AUSCIO-047	E-GOV Operating Platform 1B (for documentation)	$4,375.00	05AV000000.2004.1C20COOA81.2000000000.25305 (F)
			TOTAL	$35,000.00	

3. ADMINISTRATIVE CORRECTIONS;

Contract Modification 083 contained a typing error. The SR # for PREQ-04-CIO-136B should read AUSCIO-017 vice AUSCIO-039.

2. The funded amount of the Task Order contract has increased by $4,403,689.62 from $567,246,916.55 to $571,650,606.17. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-HS	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
00089	See Block 16C.	N/A	DHS HQ (WO 11)

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528	JFKC01	See Block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data **Increase $562,587.04**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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)	
		Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 08/13/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding; (2) specify the address and contact information for the Paying Office for the BTS Purchase Request (PR) obligated by Modification No. 84; and (3) incorporate accepted Unisys proposals; as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1. OBLIGATION OF FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00720	11	ADMIN-DHS-HQ-CIO	HSHQPA-04-F-00050	$200,000.00
	11	PMO WEB PORTAL PROJECT (SR-40071)	HSHQPA-04-F-00050	300,000.00
Accounting Code: ONNF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-00/(GE)-OE-25-11/00000				
			Subtotal	500,000.00
USV-4M-RQ0066	11	ADMIN-DHS-HQ-BTS (for US-VISIT Program)	HSHQPA-04-F-00049	22,120.04
Accounting Code: USVISIT 000 VI 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000				

For this obligation for US-VISIT Program, the Contractor shall render invoices to the following Paying Office address:

Dallas Finance Center
P.O. 561567
Attn: Billing (Tommy Dodson / Lisa K. Loyd)
Dallas, TX 75356-1567

Subtotal 522,120.04

1.B. OBLIGATION WITH SPECIAL BILLING REQUIREMENTS. The following obligation is executed pursuant to funding provided under a Military Interdepartmental Purchase Request (MIPR). The Contractor shall identify and cite on its invoice(s) the complete MIPR accounting classification code as shown below and as designated by the Government upon placement of individual Service Orders (SOs) and Service Requests (SRs). Invoices for this MIPR shall be rendered to the following Paying Office address:

DFAS-SA
500 McCullough Avenue
San Antonio, TX 78215-2100

The Government will accept a faxed copy of the invoices to the Paying Office at Fax number 210-527-8837; contact voice number 210-527-8841 to confirm complete receipt. Copies of these invoices shall be rendered to the TSA Acquisition Office and to the Contracting Officer and Contracting Officer's Technical Representative (COTR) for W.O. 00011, as previously specified in Section G.3, Billing Instructions.

MIPR Number;

MIPR Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
MIPR 703242-4211-N614	11	PLUM ISLAND ANIMAL DISEASE CENTER (PIADC) (SR-40068)	(see Acctg. Code below)	$ 40,467.00

MIPR Accounting Classification Code:
70 3 0800 0142 OHS819921NB001700025GYP1QR527032424211N614QR52P1 018064

Plus Subtotal from Previous Page 2	522,120.04
TOTAL OBLIGATED	$562,587.04

2. SPECIFICATION OF PAYING OFFICE FOR BTS. Modification No. 84 obligated $861.25 for funding Unique Identifier HSHQPA-04-F-00039 under the SR ADMIN-DHS-HQ-CIO account. For this obligation, the Contractor shall render invoices to the following Paying Office address:

Dallas Finance Center
P.O. 561567
Attn: Billing (Tommy Dodson / Lisa K. Loyd)
Dallas, TX 75356-1567

3. INCOPORATE ACCEPTED UNISYS PROPOSALS. The following accepted Unisys proposals are hereby incorporated by reference into the Task Order for WO 11:

- Government acceptance via email on August 5, 2004: SR-40052, DHS Research, Development, Testing and Evaluation Extranet System, Price Proposal (V1.0) and Technical Proposal dated July 22, 2004, with the ceiling price of $29,697.75. The ceiling price is fully funded under Unique Identifier (MIPR) 70 3 0800 0142 OHS819921PS001400025GYP1QREA703120415 4N946QREAP1 018064, as obligated under Modification No. 74 to the Task Order. The Contractor shall provide notification upon 75% expenditure of this funding; the Contractor's incurrence of costs above this ceiling price is at its own risk. The Government Task Monitor is Roopangi Kadakia for preapproval of travel requests, in accordance with Section 5.3 (Travel Requirements) of the technical proposal.

- Government acceptance via email August 12, 2004: SR-40053, Fort Detrick COOP Site Requirement, Cost Proposal (V1.0) and Technical Proposal dated June 18, 2004, which is for product CLINs in the fixed-price total amount of $213,152.46. The total product CLINs of $23,683.60 for the 4 months in FY 2004 are fully funded under Unique Identifier HSSCHQ-04-F-00723 funds of $29,322.45, obligated under Modification No. 71; the remaining balance of funding may be applied for continuation of payments by the Government for FY 2005 unless otherwise directed by the Contracting Officer.

4. As a result of this Modification, the total amount funded on the Task Order is increased by $562,587.04 from $571,650,606.17 to $572,213,193.21. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (if applicable)
P00090	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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 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 continuation pages for accounting and appropriation data. N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. **FAR 52.243-01, ALT 1, ALT 2, 52.243-02 ALT 1, ALT 2, and 52.243-03 As listed in Section I of this contract.**
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not. [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –
The purpose of this modification is to:

1. Incorporate two documents related to contract security requirements. This requirements follows in full text:
   a. GENERAL RECORDS SCHEDULE 24 "Information Technology Operations and Management Records"
   b. INFOTEC 1400 "Information Technology"
2. Block 13 of the contract's DD Form 254 "Contract Security Classification Specification" is hereby modified to include paragraph number 8 to read as follows; "The contractor shall comply with requirements in GENERAL RECORDS SCHEDULE 24 "Information Technology Operations and Management Records" and INFOTEC 1400 "Information Technology".
3. All other terms and conditions of this contract remain unchanged and in full force and effect.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Charles T. Enright Contracting Officer 571-227-3056	
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)	Aug. 13, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
P00091	19 Aug 2004		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASED $804,136.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 DETERMINATION BY THE CONTRACTING OFFICER

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3084	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA BY _____	15C. DATE SIGNED 19 Aug 2004

1. The purpose of this modification is to establish the final determination amount for the following proposals:

a. Deployment CLIN Cost Proposal dated 15 July 2004
b. Incurred Cost SOO Cost Proposal dated 15 July 2004

2. Previously in modification 079 dated June 30, 2004, the Government and Unisys agreed to a partial settlement of earlier proposals from June 2004 that reflected the following amounts

Deployment CLIN Cost Proposal:

Deployment Management CLIN	CLIN 59243AM	$3,971,206.00
Site Specific Design Engineering	CLIN 59355AE	$1,216,329.00
Circuit Demarcation Extensions	CLIN 59237AE	$ 0.00
Red to White Package Data Migration	CLIN 59236AE	$ 354,537.00
Construction Engineering and Design	CLIN 59239AE	$ 710,368.00
Total		**$6,252,440.00**

The total of $6,252,440.88 is inclusive of the $5,000,000.00 granted to Unisys via the Authorization to Proceed on 31 March 2004.

Incurred Cost SOO Proposal:

Standup Operations	CLIN 59302AE	$4,085,790.00
Work Order Management	CLIN 59301AE	$ 287,809.00
AMSS	CLIN 59303AE	$3,529,028.00
Total		**$7,902,627.00**

3. This final determination effected in this modification hereby establishes the final amounts for the portions of the proposals from July 2004 as referenced above, inclusive and reflective of all prior settled amounts established in Modification 079 dated June 30, 2004, in accordance with the following table:

Deployment CLIN Cost Proposal:

Deployment Management CLIN	CLIN 59243AM	$1,992,857.00
Enterprise Architecture Design	CLIN 59368AE	$ 431,207.00
Site Specific Design Engineering	CLIN 59355AE	$1,513,650.00
Circuit Demarcation Extensions	CLIN 59237AE	$ 110,134.00
Red to White Package Data Migration	CLIN 59236AE	$1,494,224.00
Construction Engineering and Design	CLIN 59239AE	$ 710,368.00
Total		**$6,252, 440.00**

The total of.6,252,440.00 is inclusive of the $5,000,000.00 granted to Unisys via the Authorization to Proceed on 31 March 2004.

Incurred Cost SOO Proposal:

Standup Operations	CLIN 59302AE	$4,431,136.00
Work Order Management	CLIN 59301AE	$ 746,599.00
AMSS	CLIN 59303AE	$3,529,028.00
Total		$8,706,763.00

4. FUNDING:

The following funds have been previously obligated to the contract and may be expended for this effort:

PR Number	MOD /Item	Title	Amount	TSA Accounting Code
PREQ-04-CIO-191	MOD 069	Incurred Cost SOO	$7,902,627.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-191	MOD 069	Deployment CLINs	$1,097,373.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-192	MOD 069	Deployment CLINs	$5,000,000.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-03-011-104	MOD 028/ ITEM 28 Surveillance Detection System	Deployment CLINs	$ 126,455.00	05X0508500.2003.102ECIOA46.2E10000000.25305 (F)
PREQ-03-011-123	MOD 028/ ITEM 35 Surveillance Detection System	Deployment CLINs	$ 28,612.00	05X0508500.2003.102ECIOA46.2E30000000.25305 (F)

The following additional funding is hereby obligated to the contract as a result of this final determination.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	TITLE	AMOUNT	ACCOUNT CODE
PREQ-04-CIO-250	Incurred Cost SOO	$804,136.00	05X0508140.2004.1C3ECIOB12.3E50000000.25305 (P)

5. The funded amount of the Task Order contract has increased by $804,136.00 from $572,264,502.21 to $573,068,638.21.

6. All other terms and conditions of this contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-f13	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
P00092	See Block 16C.	N/A	

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $11,522,300.75

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 DETERMINATION BY THE CONTRACTING OFFICER

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED AUG 30 2004

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Reallocate funds.
3. Provide incremental funding.
4. Administrative Corrections.
5. De-Obligation of funds.
6. Administrative Changes.

1. UNISYS PROPOSAL ACCEPTANCE: Accept and incorporate by reference the following Unisys proposal submissions:

- SR-40044, IAC Phase 2 Revision 1 Cost Proposal dated 28 July 2004
- SR-40011 NCIC Phase 2 – LEMS, Change Order Request 001 Cost Proposal V2.0 dated 17 August 2004
- AUSCIO-239, BITS/ANACI Databases Cost Proposal dated 10 December 2003
- WO#06 Screener Scheduling/Sabre and Electronic Time and Attendance/Kronos
  Modification to Cost Proposal dated 20 August 2004
  Technical Proposal Revision dated 18 August 2004

2. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # SR Title	Amount	To SR # SR Title	Amount
009/065	03-20-001	AUSCIO-055 HQ Infrastructure Relocation-ESS	$41,000.00	AUSCIO-241 CENS	$41,000.00
		Total	$41,000.00	Total	$41,000.00

3. INCREMENTAL FUNDING:

A. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-AOP-175	SR-40044	IAC Phase II	$250,000.00	05AV000000.2004.1D2BCARB26.2B460000000.25305 (F)
PREQ-04-AOP-195	ADMIN-SABRE	SABRE Requirements	$2,429,955.00	05AV000000.2004.1C2BAOPA84.2B012000000.25305 (F)
PREQ-04-CAC-011	SR-40003	Interim TSA HQ COOP, Phase II	$51,822.43	05AV000000.2004.1C20CACA81.2025000000.31110 (F)
PREQ-04-CIO-026	USVISIT-001	US VISIT	$75,000.00	
PREQ-04-CIO-026.A	USVISIT-001	US VISIT	$3,417,817.00	05ADR00000.2004.102ECIOR18.3E50000000.25305 (P)
PREQ-04-CIO-121A	ADMIN-COTS	Individual COTS Software Requirements	$200,000.00	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-177A	HQCIO-024	TSA Joint Command Center at Cabot Tech	$931,566.16	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-178A	AUSCIO-159	TSOC, Recurring T&M 24X7 Support	$370,000.00	05AD000000.2004.53ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-197	ADMIN-	FSD IMAC	$550,000.00	05AV000000.2004.1C3ECIOB12.2B0000000.25305 (F)

	HQ-OA	Automation Requirements		
REQ-04-CIO-277	ADMIN-FSD-OA	FSD Office Automation Requirements	$392,841.00	05AV000000.2004.1C3ECIOB12.2B000000 25305 (F)
PREQ-04-CIO-279	MSPPO-069	Managed Services for Desktop Apps	$1,030,000.00	05AV000000.2004.1C3ECIOB12.3E50000000 25305 (F)
PREQ-04-ESO-004	ADMIN-HQ-OA	HQ Office Automation Requirements	$8,732.16	05AD000000.2004.5A1HEXS000.1H00000000.31050 (F)
PREQ-04-FIN-058	ADMIN-KRONOS	KRONOS Requirements	$1,677,756.00	05AD000000.2004.5C3CCFOA47.3C13000000.25305 (F)
PREQ-04-LEF-313	SR-40047	Alien Flight Student Database	$6,983.60	05AV000000.2004.1C2BLEFA80.2B31000000.233M (F)
PREQ-04-TSI-009	TSIS-004	ITOC Facilities Rent	$11,410.00	05IN000000.2004.602DTSI000.2D12000000 25305 (F)
		TOTAL	$11,574,783.35	

4. ADMINISTRATIVE CORRECTIONS:

A. Contract Modification 083 contained a typing error. The SR # for PREQ-04-CIO-136B should read AUSCIO-017 vice AUSCIO-039.

B. The funded amount of the total Task Order was incorrectly stated on contract modification 084. The funded amount should read as follows:

Carried forward from Mod 084: Increased by $72,433.10 from $563,642,134.67 to $563,714,567.77
Carried forward from Mod 086: Increased by $3,532,357.78 from $563,714,567.77 to $567,246,925.55
Carried forward from Mod 088: Increased by $4,454,989.62 from $567,246,925.55 to $571,701,915.17
Carried forward from Mod 089: Increased by $562,587.04 from $571,701,915.17 to $572,264,502.21

5. DE-OBLIGATING FUNDS:

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-COO-034	ADMIN-TSCC	TSCC Seats, IMAC's, Office Automation End Communication Requirements	$52,482.60	05AV000000.2004.1C2BAOPA26.2B0100000.26620 (F)

6. ADMINISTRATIVE CHANGES:

A. Beginning with contract modification 091, Work Orders Numbers are no longer being utilized in identifying funding obligations, deobligations or reallocations.

B. As a result of TSA changing financial payment systems, contractors shall submit an original and one copy of their invoices to the following address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111Chesapeake, VA 23326-4111

7. The funded amount of the Task Order contract has increased by $11,522,300.75 from $573,068,638.21 to $584,590,938.96. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
093	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, V.A. 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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) - See continuation pages.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

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)
Marlene L. Emmons - Sr. Manger of Contracts 703-419-3018	Charles Eppright - Contracting Officer (571) 227-3065

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)	AUG 30 2002

I. Incorporate the following administrative data changes to the task order:

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

Change the address of the designated representative(s) to read:

Nyal Piper, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

F.2 TASK ORDER (TO), WORK ORDERS (W0), AND (SERVICE ORDERS)

e. This TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding the schedule changes or problems with performance shall be sent by the Contractor to:

Attn: Charles Eppright, Lead Contracting Officer
Contract # DTTS59-99-D-00467
Task Order # DTSA20-02-D-00485
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
701 South 12th Street
Arlington, VA 22202

F.4 PLACE AND METHOD OF DELIVERY

Delivery of all documentation deliverables called for herein shall be sent to the Lead COTR at the following address:

Nyal Piper, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer at the following address:

Charles Eppright, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
701 South 12th Street,
Arlington, VA 22202

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Transportation Security Administration Contracting Officer (CO), identified below, has the overall responsibility for this Task Order. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Technical Representative (COTR). The CO for this contract is:

Charles Eppright, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration

Alternate Contracting Officers are named as follows:
Megan R. Dake, Contracting Officer
Connie Thornton, Contracting Officer
Chris Zeleznik, Contracting Officer
Daryl Shall, Contracting Officer

A COTR shall be appointed in this TO. The appointment will be effective until the TO is completed or a written, electronic, notice of termination is received from the CO responsible to the TO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includes visits to the place of performance, meetings, and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO. With specific CLINs/WOs/SOs, the COTR may designate specific responsibilities to Project Officers/Project Managers). These responsibilities will be defined in a delegation letter and a copy provided to the Lead Contracting Officer.

The COTR cannot authorize or order the cessation of work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator or specialist immediately for resolution. The COTR for this TO is:

Nyal Piper, Lead COTR
Department of Homeland Security
Transportation Security Administration
Solutions Delivery Program Office
1200 South Hayes Street, Suite 900
Arlington, VA 22202

Other COTRs assigned to this TO are:
Richard Moore, COTR
Kevin (Chip) Cochran, COTR
Chrisdon Hall, COTR

G.3 BILLING INSTRUCTIONS
Address changes are as follows:

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

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23326-4111

The Contractor shall also submit a copy to the CO and COTR at the following addresses:

Charles Eppright, Lead Contracting Officer
Department of Homeland Security
Transportation Security Administration
Office of Acquisition
701 South 12th Street
Arlington, VA 22202

Nyal Piper, Lead COTR
Department of Homeland Security
Transportation Security Administration

G.5 MONTHLY PROGRAM STATUS REPORT (MPSR)

The MPSR is prepared by the prime contractor under this task order. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the WO or SO level. It provides a technical activity summary by SO number. The report must be received by the CO and COTR, via e-mail (Charles.Eppright1@dhs.gov and Nyal.Piper@dhs.gov), no later than the 15th of each month. The report shall be submitted in Microsoft Word format version 6.0 or higher.

H.2 ORDERING PROVISION

The following ordering procedures apply to all CLINS/Work Orders/Service Orders issued on this Task Order. Any supplies/and or services to be furnished under this Task Order will be ordered by issuance of written CLINs/WOs/SOs against this TO. Modification to the TO will incorporate a CLIN/WO or SO and shall be issued in accordance with FAR 52.216-18, 52-216.19, and 52.216-22 (See Section I). In addition:

a. Only an authorized Government Contracting Officer or the following Authorized Ordering Agents(s) (AOAs) can issue an approval for a Service Request or Service Order on the Unisys Web Ordering System or manually under this TO:

Veronica Davis
Olivia Thomas
Robert Orazi
Mike Przepiora
Warren Dudenbostel
Jana Over

b. Only an authorized Government Contracting Officer can issue a CLIN/WO or Service Request (SRs) under this TO.

c. ALL CLINs/WOs/SOs or Service Requests are subject to the terms and conditions of the TO and ITOP II contract, with the exception of H.18(b) which is hereby expressly deleted in the ITOP II contract. In the event of conflict between a WO/SO Modification, TO and the contract, the contract will take precedence.

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

This contract modification results in no change to the amount of the TO, the prices of established service orders or to the funds obligated under the TO.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE D0-H8	PAGE OF PAGES 1 of 7
2. AMENDMENT/MODIFICATION NO. P00094	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $3,045,282.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modification. FAR 43.103 (b)

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return Copy (s) to the issuing office

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Megan R. Dake Contracting Officer, 202-997-4374	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Megan R. Dake (Signature of Contracting Officer)	16C. DATE SIGNED 1 Sept. 2004

PURPOSE:

The purpose of this modification is to:

1. Designate contracting authority to the Department of Homeland Security for all task order administration for Work Order 0009;
2. Accept a Service Request into the task order;
3. Create a new Administrative Service Request (SR) for DHS Wireless Services;
4. Provide funding for specified Service Requests:
5. Reallocate funds on the task order to specified Service Requests.

1. INCORPORATE THE FOLLOWING ADMINISTRATIVE DATA CHANGES TO THE TASK ORDER:

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

Effective 01 October 2004, under WO 0009, delivery and acceptance will be made by the following individuals:

Change the address of the designated representative(s) to read:

Attention: Department of Homeland Security

DHS CO WO 0009, Ron Chrismer
DHS COTR, WO 0009, Richard Moore

1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

F.2 TASK ORDER (TO), WORK ORDERS (WO), AND (SERVICE ORDERS)

e. Effective 01 October 2004, this TO for which the Contracting Officer is responsible, letters of transmittal of deliverables and any other correspondence regarding the schedule changes or problems with performance under WO 0009 shall be sent by the Contractor to:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3114-1
Washington, DC 20528

F.4 PLACE AND METHOD OF DELIVERY

Delivery of all documentation deliverables called for under WO 0009 shall be sent to the WO 0009 COTR at the following address:

Richard Moore
1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

One copy of each monthly report, plus a copy of the transmittal letter for deliverables, shall be furnished to the Contracting Officer via email at ron.chrismer@dhs.gov and at the following address:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3114-1
Washington, DC 20528

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION OF WORK ORDER (WO) 0009

Contracting Officer: Effective 01 October 2004, the Work Order (WO) 0009 Contracting Officer (CO), identified below, has the overall responsibility for work under this WO. The WO 0009 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 under WO 0009. The WO 0009 CO may [illegible] or Contracting Officer Technical Representative (COTR). The

Ronald M. Chrismer, Contracting Officer
Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/202-357-8308
Anacostia Naval Annex
245 Murray Lane, SW, Building 410
Washington, DC 20528

A COTR shall be appointed for this WO. The appointment will be effective until the WO is completed or a written, electronic, notice of termination is received from the CO responsible to the WO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by Task Order modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the WO. This includes visits to the place of performance, meetings, and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO. With specific CLINs/WOs/SOs, the COTR may designate specific responsibilities to Project Officers/Project Managers. These responsibilities will be defined in a delegation letter and a copy provided to the WO 0011 Contracting Officer and the ITMS Contracting Officer.

The COTR cannot authorize or order the cessation of work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the WO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator or specialist immediately for resolution. The COTR for this TO is:

COTR assigned to WO 0009 is:

Richard Moore
Department of Homeland Security
1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

G.3 BILLING INSTRUCTIONS

Effective 01 October 2004 and until further notice, all billing instructions for WO 0009 are as follows:

Contractors shall submit an original and one copy of their invoice for billing under WO 0009 to the following address:

By U.S. mail:

Richard Moore/Ron Chrismer
Department of Homeland Security
1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

By courier/delivery service:

Richard Moore/Ron Chrismer
Department of Homeland Security
1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

The Contractor shall also submit a copy to the CO, the COTR and the TSA Acquisition Office at the following addresses:

Ronald M. Chrismer, WO 0009 Contracting Officer:

Department of Homeland Security
Attn: Management Directorate/Chief Procurement Office/Ronald M. Chrismer/3114-1
Washington, DC 20528

Richard Moore, WO 0009 COTR:

Department of Homeland Security
1200 S. HAYES ST
Room # 931 VERIDIAN BLD
ARLINGTON, VA 22202

TSA Office of Acquisition

Transportation Security Administration
601 South 12th Street
Mail Stop RT-14A
Arlington, VA 22202

INVOICES:

Effective 01 October 2004 and until further notice, all WO 0009 invoices shall be submitted separately and not combined with WO 0011 invoices.

2. INCORPORATE SERVICE REQUESTS:

The following Service Requests are incorporated into the task order:

Under SR AUSCIO-028:

Technical Proposal dated 18 May 2004 titled "eGov Applications: DHS Web Site Standup / Consolidation";
Cost Proposal V6.1 dated 20 May 2004.
DHS UMAS Project Plan
Email Clarification Response below this acceptance email from Sravant Lavu, dated 10 June 2004;

-----Original Message-----
From: Lavu, Sravant [mailto:Sravant.Lavu@unisys.com]
Sent: Thursday, June 10, 2004 10:18 AM
To: Dake, Megan;
Subject: RE: AUSCIO-028, eGOV Applications - DHS Website Standup: Proposal Submission

Megan,

Please find below our clarification request responses.
Sravant

1. DHS Setup at Customer Facilities- who will be responsible for moving shipping and physically moving equipment from the trucks to building 430? Is this included in the cost?

Unisys is estimating that equipment will arrive on 25 June and 2 July 2004. The delivery can be made to the receiving bay for building 430 and/or can be diverted to any other location within the site as per protocol. Unisys will work to accommodate any reasonable requests and provide updates to delivery dates as they become available. In the event the delivery to building 430 is not possible, Unisys will coordinate with the site's equipment handling resources to ensure delivery and standup at the assigned location.

2. Project plan- Unisys needs to include the consolidated project plan and include duration and start day for developing/deploying the test environment in the Technical Proposal

Subject to platform questions (e.g. content publisher) still under discussion, please find the attached consolidated project plan that includes developing/deploying the development/test environment.

3. Development Platform - How does this affect the plan and are the costs separate from the platform or are will there be additional costs? Unisys should be prepared to work those issues moving forward.

There are currently two options for the development hardware. 1) Unisys will provide loaner hardware for development and test once the production hardware is ordered. 2) Unisys will assist the Government to exchange the current hardware within the St. Louis Hosting facility to match the production hardware.

Unisys will attempt to keep the cost to the Government as minimal as possible by matching the current monthly cost for hardware located within the St. Louis Hosting facility. It will not proceed with this option without prior written approval from the government and a proper proposal modification.

4. Test Environment- The practice of testing being completed in the production environment is unacceptable. Unisys has agreed to "borrow" equipment to setup a test environment. This needs to be described somewhere in the proposal.

Unisys agrees with the Government's concern and is addressing it with the answer provided in question #3

5. Evaluation- Who is defining the quality assurance criteria?

Unisys will work with the Government to draft mutually acceptable quality assurance criteria and is available to do so immediately.

3. A new Administrative Service Request is hereby created to facilitate funds tracking, invoicing and data calls. Additionally, this will ensure that all Service Orders correlate to a Service Request. Exhibit 1 identifies the requirements for the new Administrative Service Request that is hereby established. The Administrative Service Requests will be incorporated into the Unisys Web Ordering System as well as the Unisys ETC reports.

Exhibit 1:

WO #	REVISED ADMIN SR#	SR Title/Function	DESCRIPTION
9	ADMIN-DHS-Wireless	Administrative SR for wireless communications to include cell phones.	To submit Service Orders for DHS wireless/cell phone requirements for already established/priced CLINS. The Administrative SR number must be referenced in the SR Number Field when placing a Service Order.

Unisys shall invoice the Government for all WO 0009 cellular requirements under this ADMIN SR.

4. FUNDING:

A. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests as specified in Exhibit 1.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12).

PR Number	SR #	Title	Amount	TSA Accounting Code
PREQ-04-CIO-273	AUSCIO-057	Blackberry	$269,789.00	05ADR000000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-273	DHS-078	In-Flow/Out-Flow	$121,732.00	05ADR000000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-288	DHS-078	In-Flow/Out-Flow	$26,825.00	05ADR00000 / 2004 / 102ECIOR13 / 3E50000000 / 25305 (F)
PREQ-04-CIO-281	DHS-110	Build-out 4th Fl 1120 Vermont Ave for RMTO Budget Office	$802,825.00	05ADR00000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-281	ADMIN-DHS-Wireless	Wireless transition from GSA to ITMS	$1,000,000.00	05ADR00000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-281	ADMIN-DHS-Wireless	Wireless overages	$50,000.00	05ADR00000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-281	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs	$1,882.00	05ADR00000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-281	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs	$664,909.00	05ADR00000-2004-102ECIOR13-3E50000000-25305 (F)
PREQ-04-CIO-288	ADMIN-DHS-CIO	Service Orders for DHS Seats, Office Automation, equipment, IMACs and Communication Requirements for already established/priced CLINs	$107,320.00	05ADR00000 / 2004 / 102ECIOR13 / 3E50000000 / 25305 (F)

5. REALLOCATION- Funding as indicated below is to be reallocated from the designated Service Request and Title to the specified Service Request and title. These reallocations result in no change in the total funding of a specific PR.

PR#	FROM SR#	Description	Amount	To SR#	Description
PR-03-011-043	AUSCIO-028	EGOV	$9,999.66	ADMIN-DHS-FY03	ADMIN-DHS-FY03
PR-03-011-195	DHS-068	TECS	$2,309.00	ADMIN-DHS-FY03	ADMIN-DHS-FY03
PR-03-011-127	DHS-003	Near Term Defense Message System	$21,626.46	ADMIN-DHS-FY03	ADMIN-DHS-FY03
	Total FY03 Reallocations		$33,935.12		

PR#	FROM SR#	Description	Amount	To SR#	Description
PREQ-04-CIO-165	DHS-143	National Cyber Security Build-out, IAIP	$181,114.00	DHS-078	In Flow Out Flow
	Total FY04 Reallocations		$181,114.00		

6. The funded amount of the Task Order contract has increased by $3,045,282.00 from $584,590,938.96 to $587,636,220.90. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO (if applicable)
00095	See Block 16C.	N/A	DHS HQ (WO 11)

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528	JFKC01	See Block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data Increase $2,792,448.92

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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)
	Ronald M. Chrismer - Contracting Officer (202) 357-8308

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Ronald M. Chrismer (Signature of Contracting Officer)	09/3/2004

PURPOSE:

The purpose of this modification is to obligate funding as follows for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1. OBLIGATION OF FUNDING. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for equipment, supplies and services on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RIBO-04-00105	11	HOUSTON IT REQUIREMENTS (SR-40061)	HSHQPA-04-F-00066	$ 211,324.00
Accounting Code: NONE000 000 SE 1020-00-000 02-01-0000-00-00-00-00 2514 000000				
RIPS-04-00068	11	ADMIN-DHS-HQ-IAIP (PSA Laptops)	HSHQPA-04-F-00067	1,126,246.60
Accounting Code: RAPOTHR 000 A4 3020-00-000 07-01-0000-00-00-00-00 GE OE 3112 000000				
RIPS-04-00076	11	ADMIN-DHS-HQ-IAIP (PSD Blackberrys)	HSHQPA-04-F-00068	225,924.00
Accounting Code: RAPOTHR 000 A4 3020-00-000 07-01-0000-00-00-00-00 GE OE 3120 000000				
RUIO-04-00746	11	ODP TRANSITION TO DHS (SR-40074)	HSHQPA-04-F-00069	184,876.16
Accounting Codes: MR04007-000-MR-20-35-00-000-20-07-0000-00-00-00-00-(GE)-OE-25-37-ITMS00 for $163,091.25; OINF001-000-MA-20-35-00-000-20-07-0500-02-00-00-00-(GE)-OE-25-03-000000 for $21,784.91				
RUIO-04-00742	11	ODP TRANSITION TO DHS (SR-40074)	HSHQPA-04-F-00070	1,044,078.16
Accounting Code: MR04007-000-MR-20-35-00-000-20-07-0000-00-00-00-00-GE-(OE)-31-10-ITMS00				
			TOTAL	$2,792,448.92

2. As a result of this Modification, the total amount funded on the Task Order is increased by $2,792,448.92 from $587,636,220.90 to $590,428,669.82. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H3	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
P00096	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $16,591,489.45**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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. Charles T Eppright Contracting Officer 571-227-3365	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED SEP 3 2004
Marlene L. Emmons Senior Manager of Contracts 703-4[illegible]-3013			

PURPOSE:

The purpose of this modification is to:

1. Reallocate funds.
2. Provide incremental funding.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # SR Title	Amount	To SR # SR Title	Amount
055	PREQ-04-CIO-094	TSA-0201-025 LMR Repeaters	$41,750.00	SR-40024 Covered LMR Network Access (PREQ-04-CIO-229)	$41,750.00
062	PREQ-04-CIO-113	AUSCIO-391 TIP LANWAN	$1,500,000.00	SR-40010 TIP Pilot Network	$1,500,000.00
022	03-CPO-012	SR #TBD Consolidated Security & Background Investigation Database	$4,334.00	ADMIN-HQ-OA TSA HQ Office Automation Requirements	$4,334.00
022	03-NRA-035	ONRA/CAPPS	$21,191.00	SR-40039 ONRA VTC Connection	$21,191.00
069	PREQ-04-CIO-199	ADMINI-IMAC-HQ	$2,626.00	AUSCIO-431 PREQ-04-CIO-198)	$2,626.00
		Total	$1,569,901.00	Total	$1,569,901.00

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-AOP-063.3	SR-40044	IAC Phase II	$195,483.00	05AV000000.2004.1D2BCARB03.2B460000000.25305 (F)
PREQ-04-AOP-063.3	SR-40044	IAC Phase II	$1,530,317.00 (Reserved)	05AV000000.2004.1D2BCARB03.2B460000000.25305 (F)
PREQ-04-AOP-063.3	ADMIN-HQ-GFE	GFE in Support of TSA HQ	$21,000.00	05AV000000.2004.1D2BCARB03.2B460000000.25305 (F)
PREQ-04-AOP-115	SR-40026	Regal Phase III	$70,000.00 (Reserved)	05AV000000.2004 1B2BAOPA89.2B00000000.25305 (F)
PREQ-04-AOP-194	ADMIN-CELL	TSA Cell Phone Requirements	$13,430.00	05AV000000.2004.1C2BINPA81.2B42000000.25305 (F)
PREQ-04-AOP-194	ADMIN-FSD-OA	FSD Office Automation Requirements	$73,970.40	05AV000000.2004.1C2BINPA81.2B42000000.25305 (F)
PREQ-04-AOP-210	AUSCIO-154	Electronic Surveillance System	$1,900,000.00	05AV000000.2004.1A2BAOPA07.2B01200000.25305 (F)
PREQ-04-CAC-014	HQCIO-024 MOD 1	TSOC Diverse Circuit Path	$105,000.00	05AV000000 2004.1C20CACA81.2025000000.25304 (F)
PREQ-04-CAO-040	SR-40025	Alternate White Package	$417,542.22 (Reserved)	05AD000000 2004 5B3CMSCA91.3C2010000 25305 (F)
PREQ-04-CIO-021A	MSPPO-069	Additional Desktop	$260,000.00 (Reserved)	05AD000000 2004.5C3ECIOB18.3E500000000.25305 (F)

PREQ-04-CIO-141	ADMIN-HQ-OA	TSA HQ Office Automation	$24,654.16	05AD000000.2004.5C3ECIOB18.3E50000000.25305 (F)
PREQ-04-CIO-168	MSPPO-046	NCIC Fingerprint – LEMS	$101,436.92	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-168	SR-40011	NCIC Phase II-LEMS Change Order	$21,563.08	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-183A	ADMIN-CELL	TSA Cell Phone Requirements	$150,000.00	05AV000000.2004.1C3ECIOB12.3E50000000.25305 (F)
PREQ-04-CIO-190	HQCIO-024	TSA Joint Command Center at Cabot Tech	$41,551.72	05X0508140.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-194	SR-40025	Alternate White Package	$290,294.52 (Reserved)	05AD000000.2004.5C3ECIOB19.3E50000000.25305 (F)
PREQ-04-CIO-233.1	SR-40051	Integration Services	$710,000.00	05AD000000.2004.5C3ECIOB19.3E20000000.25305 (P)
PREQ-04-CIO-236	MSPPO-051	Primavera	$225,000.00 (Reserved)	05AD000000.2004.5C3ECIOB19.3E30000000.25305 (F)
PREQ-04-CIO-247	ADMIN-FAM	FAM Office Automation Requirements	$9,459.15	05AV000000.2004.1C3ECIOB12.2B0000000.25305 (F)
PREQ-04-CIO-272	ADMIN-BB	Blackberry Requirement	$6,000.00	05AV000000.2004.1C3ECIOB10.3E50000000.233XO (F)
PREQ-04-CIO-285	SR-40010	TIP Pilot Network	$631,181.00	05AV000000.2004.1A3ECIOA73.3A11100000.25305 (F)
PREQ-04-COO-051.1	SR-40073	Web EOC Software	$13,561.00 (Reserved)	05AV00000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-COO-059	ADMIN-TSCC	TSCC Seats, IMACs, Office Automation, Requirements	$5,704.00	05AV000000.2004.1C2BAOPA26.2B0100000.26620 (F)
PREQ-04-CPO-071	SR-40060	Background Investigation System (BITS)	$198,840.00 (Reserved)	05AD000000.2004.5A1LCPOA93.1L00000000.25305 (F)
PREQ-04-SEC-028	AUSCIO-089	FOIA Application Deployment	$109,570.28	05AD000000.2004.5A1JSEC000.1J40000000.31470 (F)
PREQ-04-TQP-652B	ADMIN-SCREENER	Net Screener Email Accounts	$1,100,000.00	05AD000000.2004.5D3ATQPB21.3A33000000.25305 (F)
PREQ-04-TQP-829	SR-IMAC-10046	Smart Approach Software Upgrade	$15,000.00	05AV000000.2004.1B3ATQPA12.3A1100000.25704 (F)
PREQ-04-CIO-250	MSPPO-024	Call Center CRC Transition from FAA	$28,612.00	05AV0000000.2004.1C3ECIOB11.3E50000000.25305 (P)
PREQ-04-CIO-250	WO#1,2,3	ATP for WO#1,2,3 Go Forward CLIN	$1,223,828.00	05AV0000000.2004.1C3ECIOB11.3E50000000.25305 (P)
PREQ-04-CIO-250	WO#1,2,3	ATP for WO#1,2,3 Go Forward CLIN	$1,624,001.00	05AV0000000.2004.1C3ECIOB11.3E50000000.25305 (P)
PREQ-04-CIO-250	WO#1,2,3	ATP for WO#1,2,3 Go Forward CLIN	$5,474,490.00	05AX0508140.2004.1C3ECIOB12.3E50000000.25305 (F)
		TOTAL	$16,591,489.45	

3. The funded amount of the Task Order contract has increased by $16,591,489.45 from $590,428,669.25 to $607,020,159.27. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-FB	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00097	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $166,698.50

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Christopher E. Zelezniak Contracting Officer, 571-227-1605	
15B CONTRACTOR/OFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	9-7-04

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate Unisys proposals.
2. Reallocate funds.
3. Provide incremental funding.

1. UNISYS ACCEPTANCE OF PROPOSALS:

1. Revised SR-40023 Phase II Proposal, "Risk Management 3.0", dated 26 August 2004.
2. SR-40070, "Wireless Services; International Roaming", dated 13 August 2004. In addition, the CO accepts the following Clarifications made by Unisys:

a.) The Government requests clarification on any costs associated to TSA to upgrade existing domestic cellular devices and blackberry devices to an international capable devise to be used when traveling overseas.

UNISYS: If the current cellular phone is an ITMS phones, the "Cellular Replacement" schedule within the accepted Wireless Proposal apply for the applicable tier handset. For non-ITMS phones, TSA Program Management must order the applicable Tier 2/Tier 3 handset CLIN. Unisys Program Management will advise TSA as to the most appropriate handset. Unisys is evaluating cost options available to TSA for the exchange of Blackberry devices including those options in which TSA has expressed current interest (Device Refresh). Unisys will identify these options in a separate communication.

b.) The Government requests clarification that Unisys will not need additional managed support to fill the proposed services included in this CLIN.

UNISYS: As this CLIN is intended as an add-on to the existing service CLIN, 40709AA, no additional managed services support is required for this service feature.

2. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	Amount
22	03-011-167	AUSCIO-055 HQ Infrastructure Relocation-ESS	$19,719.00	HQCIO-008 On-Site Security Specialist PREQ-04-CIO-254	$19,719.00
		TOTAL	$19,719.00	TOTAL	$19,719.00

3. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-AOP-212	ADMIN-CELL	TSA Cell Phone Requirements	$12,891.60	05AV000000.2004.1C2BRDUA81.2B000000000.31460 (F)
PREQ-04-CIO-286	SR-40023	Risk Management Reporting System	$566.10	05AV000000.2004.1C3ECIOB12.3E50000000.25305 (F)
PREQ-04-COO-039	ADMIN-TSCC	TSOC Office Automation Requirements	$29,600.00	05AV000000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-COO-062	ADMIN-TSCC	TSOC Office Automation Requirements	$43,245.72	05AV000000.2004.1C2BAOPA26.2B0100000.26620 (F)
PREQ-04-EEO-027	TBD	Office of Civil Rights Automated Attendance Telephone System	$4,500.00	05AD000000.2004.5A1BEEO000.1B0000000.233MO (F)

PREQ-04-OMB-015	SR-40066	Contact Center O&M Support	$50,000.00	05AD000000.2004.5A1GOM000.1G00000000.25315 (F)
PREQ-04-OMB-016	ADMIN-TCC	TCC Office	$21,044.38	05AD000000.2004.5A1GOMB000.1G00000000.25315 (F)
PREQ-04-OMB-017	ADMIN-HQ-OA	TSA HQ Seats, Office Automation, Communication Requirements	$4,850.20	05AD000000.2004.5A1GOMB000.1G000000000 233B0 (F)
		TOTAL	$166,698.50	

4. The funded amount of the Task Order contract has increased by $166,698.50 from 607,020,159.27 to 607,186,857.83 . All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
P00098	See Block 16C.	N/A	

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $3,726,181.12**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C DATE SIGNED SEP 9 2004

PURPOSE:
The purpose of this modification is to:
1. Reallocate funds.
2. Provide incremental funding.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	Amount
69	PREQ-04-CIO-199	ADMIN-HQ-IMAC TSA HQ IMAC Requirements	$2,626.00	AUSCIO-431 (PREQ-04-CIO-198)	$2,626.00
		TOTAL	$2,626.00	TOTAL	$2,626.00

2. INCREMENTAL FUNDING:
1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-CAC-017	HQCIO-024 MOD 1	TSOC Diverse Circuit Path	$143,000.00	05AV000000.2004.1C2OCACA81.205000000.25304 (F)
PREQ-04-CIO-125B	US VISIT	US VISIT	$1,500,000.00	05ADR00000.2004.102ECIOR18.3E50000000.25305 (F)
PREQ-04-CIO-294	SR-40025	Alternate White Package	$1,700,000.00	05AV000000.2004.1C3ECIOB12.2B000000.25305 (F)
PREQ-04-COO-063	ADMIN-TSCC	TSOC Office Automation Requirements	$25,789.25	05AV000000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-COO-065	ADMIN-TSCC	TSOC Office Automation Requirements	$885.87	05AV000000.2004.1C2BAOPA26.2B0100000.26620 (F)
PREQ-04-COO-067	SR-40073	Web EOC Software	$9,000 00	05AV000000.2004.1C2BAOPA26.2B0100000.25304 (F)
PREQ-04-SMA-042	TBD	IMS New Users Group (RESERVED)	$325,000.00	05X0508500.2003.101ESMAA49.1E01000000.26170 (F)
		TOTAL	$3,726,181.12	

3. The funded amount of the Task Order contract has increased by $3,726,181.12 from 607,186,857.83 to $610,913,038.95 . All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO (If applicable)
P00099	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
Marlene L. Emmons Senior Manager of Contracts 703-419-3018		Charles T. Speight Contracting Officer, 571-227-3065	
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)	SEP 10 2004

PURPOSE:
The purpose of this modification is for:
1. Administrative Corrections.

1. ADMINISTRATIVE CORRECTIONS:

Contract Modification 098 did not include PREQ-04-COO-066 in the Exhibit 1 table but the associated $22,506.00 amount was included in the total contract MOD 98 funding amount of $3,726,181.12.

PR #	SR Number	SR Title	Amount	Account Code
PREQ-04-COO-066	SR-40073	Web EOC Software	$22,506.00	05AV000000.2004.1C2BAOPA26.2B0100000.25304 (F)
		TOTAL	$22,506.00	

2. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-fi8	PAGE OF PAGES 1 of 2

2. AMENDMENT MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
P000100	1 April 2004	N/A	

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **NOT APPLICABLE**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 DETERMINATION BY THE CONTRACTING OFFICER

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T Eppright Contracting Officer, 571-227-2065	
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)	SEP 14 2004

1. The purpose of this modification is to establish the final determination concerning the Statements of Objectives 1/2/3 and various "Authorizations to Proceed" that have been issued by the agency.

2. This modification affects the contractor's authorization to proceed affecting performance related to the following Contract Line Item Numbers (CLINs) associated with the program domains of "Enterprise Management," "Technical Delivery," and "Enterprise Operations."

Standup Operations	CLIN 59302AE
Work Order Management	CLIN 59301AE
AMSS	CLIN 59303AE

Accordingly, the contractor is hereby authorized to proceed with performance related to the above items. The not-to-exceed amount associated with this authorization to proceed is hereby established at $15,879,162.

The following Procurement Requests and funding amounts have been previously provided under the contract and contain sufficient obligated funds for the effort under this specific authorization to proceed:

Modification Number	Date of Mod.	Total Obligated Amount	Procurement Request Number
69	May 13, 2004	$9,000,000	PREQ-04-CIO-191
96	September 3, 2004	$8,322,319	PREQ-04-CIO-250

The effective period for this amount of $15,879,162 is hereby established to include performance from April 1, 2004, up to and including October 30, 2004. The contractor is not authorized to exceed expenditures in the amount of $15,879,162 in accordance with this specific authorization to proceed, and the contractor is not authorized to continue performance subsequent to October 30, 2004, unless and until further direction concerning such performance is issued by the contracting officer.

3. This modification supercedes all previous agency Contracting Officer correspondence concerning any and all prior "Authorizations to Proceed."

4. The funded amount of this contract is unchanged as a result of this modification.

5. All other terms and conditions of this contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H9	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00101	1 October 2004		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 4th Floor, TSA Routing Code 25 701 South 12th Street Arlington, VA 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	✓	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) *13 August 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)
See continuation pages for accounting and appropriation data. No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) 1252.216-72 Performance Evaluation Plan

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT - See continuation pages.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles T. Eppright – Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: Charles T. Eppright	16C. DATE SIGNED Sept. 17, 2004

The purpose of this modification is to incorporate the new Performance Management Incentive Plan (PMIP) and all appendices that becomes effective the 1st Quarter of Fiscal Year 2005. The PMIP and all appendices are applicable from the effective date of this modification until the conclusion of the contract unless otherwise modified.

Therefore:

1. The Performance Management Incentive Plan (PMIP) entitled "Performance Management Incentive Plan" all its appendices are hereby incorporated into the contract. This document is appended to this modification herein under the following sheet of this modification entitled "Attachment A." The PMIP and all its appendices shall only be applicable to the elements of the subject contract applicable to the Transportation Security Administration (TSA).

2. Unisys shall provide to TSA a detailed description of each Service Level Agreement (SLA), how the SLA is measured, the process workflow, and measurement conditions under a separate document within 30 days of contract modification."

3. All other terms and conditions of the contract remain unchanged and in full force and effect.

ATTACHMENT A – Performance Management Incentive Plan

Transportation
Security
Administration

INFORMATION TECHNOLOGY MANAGED SERVICES (ITMS)

PERFORMANCE MANAGEMENT INCENTIVE PLAN (PMIP)

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1.0 INTRODUCTION

1.1 Purpose

The Performance Management Incentive Plan (PMIP) describes the review of Information Technology Managed Services (ITMS) program performance and the approach to applying the incentive to the contract. The PMIP describes the vision for the program, the foundation and criteria for the ideal ITMS performance management and incentive program used to assess the current program and guide its evolution. The PMIP also provides the performance measurement and incentive process that promotes, consistent with this criteria, considering both performance on and stakeholder satisfaction with all ITMS services as input to the incentive award decision. In addition, the PMIP provides the organization and processes to advance the program such that it more accurately reflects the ideal ITMS PMIP criteria to promote the delivery of high quality, cost-effective contractual services.

1.2 Scope

All activities performed in support of the ITMS contract by Team Unisys are considered within the scope of the ITMS Performance Management and Incentive Plan; additionally, while the PMIP focuses primarily on ITMS services and products, measurement and incentive of the TSA/OIT's strategic objectives are within the PMIP's span. The document describes the strategy, planning, evolution, and execution of processes associated with performance measurement and contractor incentivization, otherwise referred to as the Performance Management and Incentive Program.

1.3 Document Organization

The PMIP is divided into four major sections. Section 1.0, this section, describes the purpose, scope, and organization of this plan. Section 2.0, ITMS PMIP Foundations, describes the criteria for the ideal ITMS PMIP, and the plan and organizational infrastructure to evolve the program to meet this criteria and the relevant contractual objectives and commitments. Section 3.0, Performance Evaluation and Incentive Recommendation, discusses the structure to assess, report on, and recommend an incentive for the ITMS contract. Section 4.0, Other Processes, describes the processes to be utilized to bridge the gaps between the current program and the program goals.

2.0 ITMS PMIP FOUNDATIONS

There are many characteristics that collectively distinguish the ITMS Program and thus any course of action implemented to measure ITMS performance. Conceived and implemented under a Performance Based contract, it was intended that the success or failure of the ITMS contractor be judged on results made against TSA's stated objectives. That determination therefore depends upon the expression and acceptance of the objectives as program requirements, as well as the application of a comprehensive suite of objective measurements against those requirements. Another significant aspect of ITMS is that, in contrast to many outsourcing programs which deal with "seat management" or single dimension managed services, the full IT system life cycle is represented in ITMS program activity. As a result the associated performance measurement program must emphasize proportionally all activities and phases of the life cycle to ensure that no facet of performance is overly represented in favor of others. Such an oversight is not uncommon with IT managed services contracts, where Operations and Maintenance activities may dominate the focus of performance measurement schemes.

Certain features of the environment and context in which ITMS operates also cannot be ignored when devising a performance measurement program. ITMS delivers products and services that are mission-critical to the security of the country and its citizens, and as such the program is often operating with the highest visibility and exposure to oversight regulation, critical analysis, and public opinion. Technical aspects of the enterprise also present unique management challenges-from those attendant to the highly distributed footprint of the enterprise to the issues involved in applying off-the-shelf technology and sensible cost containment strategies against schedule and quality requirements which are typically inflexible.

A well-conceived PMIP will take all of the unique features of the ITMS program into account in devising a suitable suite of procedures and metrics for the purpose of accurately gauging and documenting program success. Using a PMIP tailored to specific ITMS requirements and circumstances, TSA and its contractors will realize a measurement program that is fair, accurate, and supportive of the spirit of partnership and service embodied by TSA's innovative ITMS objectives.

2.1 ITMS PMIP Criteria

To adequately address the unique requirements, circumstances, and context of the ITMS program, the ITMS PMIP must be multi-dimensioned and fully featured. Failure to address a prominent aspect of ITMS, such as its full life cycle focus or its high public visibility, would likely result in a measurement program that was unbalanced. A balanced program will fully represent the needs of the TSA, its contractors, and their customers.

As this document is published, the TSA Performance Measurement Incentive Program continues to evolve toward an optimal scheme. To guide that effort, as well as to serve as an indicator of efficacy in current performance measurement activities, TSA has established, through its Integrated Project Team for Performance Management, a complete set of criteria for

an ideal ITMS performance measurement program. Those criteria include the following, in nominal order of importance:

- *Measures Aligned with Appropriate Stakeholder Perception* – Complex as it is, at its core ITMS remains a service program, designed and implemented to satisfy the requirements and meet the expectations of its customers. The PMIP must include metrics that directly address customer satisfaction, as well as those that provide an indirect validation for specific levels of customer satisfaction. In a well-architected performance measurement program, measures of contractor service activity will correlate to the level of customer satisfaction, providing a well-balanced picture of overall performance.
- *Measurement Program Comprehensive* – An optimal measurement program will not overemphasize any area of performance; rather all significant areas of contractor activity will be adequately represented. Performance measures will be available for all contracted services, and ideally these will fall out of a rich "culture of measurement" that the contractor brings to the program partnership.
- *Measures Accurate* – Measurement data reported under the measurement program should consistently achieve high levels of accuracy to establish and maintain a commensurate level of contractor credibility.
- *Measures Verifiable* – Measurement data reported under the measurement program should be easily verifiable by an independent party to remove any doubt as to its veracity and so that it can be disclosed by the government to other parties with confidence.
- *Performance Measurement Program Objective* – The optimal PMIP will be built substantially on objective, quantitative measures. Attaining this ideal will enhance or facilitate improvements in many aspects of the ITMS program, including communication, performance trend analysis, establishment of performance goals, and agreement on performance incentives.
- *Performance Measurement Incentive Program Fair* – The PMIP should be perceived as fair by all parties to the ITMS contract. TSA should believe that it is achieving outstanding value for the resources it expends, and ITMS contractors should feel that the program affords them fair compensations for their efforts.
- *Measures Accessible* – Ideally, measures taken and monitored under the program will be part of a comprehensive process improvement program and can and will be used for a broad array of management activities outside of performance reporting. Performance measures defined under the PMIP should be readily available for all appropriate purposes.
- *PMIP Assesses Appropriate Disincentives When Committed Performance Levels are Not Achieved* – To both address its mission and to fulfill its responsibilities as good stewards of the federal funds that have been allocated, TSA has a primary interest in receiving the levels of service for which it has contracted under the ITMS program. In line with standard commercial practice, TSA expects to be compensated when service levels fall below requirements. Thus, in such cases, TSA will refer the matter to TSA Contracts for consideration of non-performance.

- *PMIP Grants Appropriate Incentives When Added Value is Demonstrated* – TSA intends to recognize and reward exceptional performance on the part of its contractor partners; however, incentives above and beyond the contracted price for services should be tied to distinct instances where value is added within the TSA enterprise. The PMIP should define the conditions under which incentives will be applied to pre-defined payments for services.
- *PMIP Measures Validated Against TSA Requirements, Industry Standards, and Relevant Federal Regulations* – As it deals with technologies, products, and services that are well represented in government and the commercial marketplace, the ITMS Performance Measurement program should not be developed or executed in a vacuum. Full realization of the PMIP should include independent validation that the service levels and actions it documents are consistent with applicable standards and contract requirements.
- *PMIP Takes OIT Business Objectives Into Account* – The ITMS program, as an integral part of the TSA/OIT strategy and agenda, must be demonstrably tied to the success of OIT. This is accomplished by reflecting OIT's business objectives in the overall ITMS performance formulation within the PMIP and specifically ensuring that performance incentives are impacted by the degree of achievement for those business objectives.
- *PMIP Represents a Model for Government/Industry Partnership* – ITMS was conceived as a unique vehicle for innovative collaboration between and government and commercial organizations to achieve a vital and aggressive national mission. The Performance Management program will only support those attributes if it viewed as continuously evolving and improving. As such, stakeholder participation in improvement must in itself constitute a significant aspect of performance to be measured and evaluated.

2.2 ITMS Performance Measurement Program Approach

The Performance Management Program to date has focused exclusively on Operations & Maintenance and Security. Starting with this PMIP, the entire **range** with ITMS services will be evaluated. To accomplish this new perspective, ITMS activity has been broken down into five "service domains," each representing a significant area of interest from a performance perspective. To ensure a high level of customer accountability, each service domain is assigned a leader with primary responsibility for the effort represented by that service domain. ITMS performance recommendations will be made using a combination of an objective and subjective evaluation executed by each service domain owner.

The second PMIP task, to be conducted in parallel, will be the development and implementation of performance measurement processes, metrics, and tools for each of the service domain. Each of these service domain level approaches to scoring will ensure that they meet the criteria set out for ITMS performance management. These development efforts will be led by each service domain owner and progress against each will be among the criteria in making the subjective determinations of performance.

2.3 Roles and Responsibilities

TSA has created a broad-based organizational infrastructure to support the implementation of the PMIP and to promote the continued improvement of the program.

- **Unisys**—Unisys provides leadership initiating and creating an effective performance management and incentive program through the following activities:
  - Providing performance data and the supporting documentation according to contractual requirements and objectives;
  - Identifying the appropriate measures and monitoring plan ideally during the lifecycle development process, or later should the application have transitioned to a managed service;
  - Demonstrating that services are monitored and effectively managed prior to transition to managed service;
  - Demonstrating consistency of existing and new performance measures with industry standards as applied to TSA infrastructure and environment;
  - Participating in performance reviews and other activities specified in this document to promote the improvement in service performance and overall performance management;
  - Performing other performance management activities in support of contractual obligations;
  - Making continuous improvements to the Performance Management Incentive Program, as periodically agreed to with TSA;
  - Recommending comprehensive and complete performance metrics that will support all of the ITMS SOOs and other requirements;
  - Performing trend analysis, root cause analysis, and identifying initiatives and performing the supporting activities to improve ITMS service performance;
  - Justifying measures and thresholds based upon industry standards and best practices;
  - Initiating, recommending and delivering performance management information that provides convincing proof that the Statement of Objectives are being met; and
  - Providing sufficiently detailed data and access to systems and networks to allow for the independent validation and verification of performance measures.

- **TSA Performance Management**—TSA Performance Management is responsible for:
  - Recommending the organizational structure of the performance measurement program;
  - Developing a strategy to address program-wide (vs. service domain) weaknesses;
  - Recommending the foundations and criteria for the performance management and incentive program;
  - Briefing overall performance management findings and recommendations in monthly performance reviews; and
  - Ensuring that quarterly goals for the continuous improvement of Performance Management Incentive Program are appropriate and consistently add value to the ITMS program.

- **TSA Service Domain Owner**—TSA may utilize technical Points-of-Contact to manage the performance of different service domains or areas within the program. These service domain owners are responsible for:

- Managing their assigned area using performance measures on contract;
- Ensuring measures are an accurate assessment of customer satisfaction for services provided in support of their service domain;
- Ensuring full coverage by performance measures for the entire scope of services/applications performed within the service domain;
- Ensuring that gaps in coverage and issues with performance measures and the structure of the incentive program (as identified by CRMs, PTWG, service domain owner, IV&V, or other stakeholders) are addressed in timely manner and have associated plan for remediation;
- Assigning scores on a monthly and quarterly basis reflecting contractor performance for their service domain; and
- Assisting the contractor in the development of goals with respect to continuous improvement of Performance Management Incentive Program and measuring the contractor against the agreed to goals.

In performing these functions, the service domain owner may utilize IPT comprised of stakeholders such as technical experts for services, customer representatives, and/or independent parties, but the service domain owner will retain ultimate responsibility and authority for the abovementioned processes, to include the establishment of performance measures and levels. The service domain owner may coordinate with the contractor to bilaterally negotiate and modify the contract to achieve the processes and goals stated above, but, for the purposes of the incentive plan, will retain ultimate authority for implementation of an effective service domain performance management program even if bilateral agreement is not achieved. Additionally, in line with standard commercial practice, TSA expects to be compensated when service levels fall below requirements, and thus, in such cases, the TSA service domain owner will refer the matter to TSA Contracts for consideration of non-performance.

- **IV&V**—Through validation and verification activity, IV&V will assist service domain owners and Incentive Determining Official (IDO) in determining the accuracy, and thus the emphasis, to place on objective performance measurement data provided by Unisys. IV&V will:
  - Validate that processes implemented will support the collection and analysis of performance data according to the definition of the performance measure; and
  - Verify that measures are accurate for the reported period.

- **TSA Incentive Determining Official**—The TSA CIO serves as the IDO. The IDO is the final decision maker in the incentive process and:
  - Guides the overall direction of the ITMS performance goals so that they align with higher level TSA objectives;
  - Serves as the final authority for all decisions to include but not limited to incentive awards and Special Projects awards; and

All IDO decisions regarding the incentive, including but not limited to: the amount of the incentive, the methodology used to calculate the incentive, the calculation of the incentive, the Contractor's entitlement to the incentive; and the nature and success of the

Contractor's performance, are unilateral decisions made solely at the discretion of the Government. The incentive will be provided to the Contractor through unilateral contract modifications as determined by the IDO.

- **Incentive Review Panel (IRP)**—The IRP evaluates performance goals. Members, listed in Appendix A, *Membership of the Incentive Review Panel*:
  - Approve measures and metrics;
  - Review information related to the quality of service provided by the ITMS contractor; and reviews monthly and quarterly performance data provided by the ITMS contractor, service domain owners, and the Performance Manager; and
  - Recommend a quarterly incentive.

- **Performance Technical Working Group (PTWG)**—The PTWG, a working group with membership indicated in Appendix B, *Membership of the Performance Technical Working Group*, facilitates the development of meaningful performance measurement framework through:
  - Researching performance measures and incentive practices within government agencies and industry;
  - Reviewing ITMS contractor research on all proposed performance measures; and
  - Reviewing modifications to service domain performance measurement and incentive plans.

- **Subject Matter Experts (SME)** —SMEs will be used as needed.

3.0 PERFORMANCE EVALUATION AND INCENTIVE RECOMMENDATION

Stakeholders and TSA technical management evaluate the contractor performance, taking into consideration objective measures and subjective perceptions of performance on all services and applications provided under ITMS. These stakeholders recommend to the IDO an incentive.

3.1 Overview

This section provides an overview of the new incentive structure. While measuring both ITMS program and TSA OIT mission success, this incentive structure emphasizes more heavily performance within the contractor's control. Up to 5% of managed services fee each quarter is allocated to the incentive program.

The 5% managed services fee is allocated between the measures that correspond to TSA Business Objectives and ITMS service measures:

- **Business Objectives:** TSA has designed measures, described in section 3.3 to assess the agency's performance against TSA/OIT Strategic Objectives. The Business Objectives comprise 1% of the managed services fee, or 20% of the potential incentive. Incentive based on achievement of TSA/OIT Business Objectives will also require achieving Business Objectives having earned an incentive based on ITMS service, i.e., an ITMS Service score of 86 or above.

- **ITMS Service:** TSA and Unisys have designed an evaluation process, described in section 3.4, to assess the contractor's performance against services provided under the ITMS contract. The Service Objectives comprise 4% of the managed services fee, or 80% of the potential incentive.

Service Domains

The ITMS Service Objectives have been divided into five service domains, weighted as indicated, that span the scope of services provided on the contract:

- **Operations & Maintenance (O&M) (25%)**—Operations and Maintenance represents services and applications that have been developed or procured, tested, and transitioned into a managed services environment. O&M services usually have associated Contractual Line Item Numbers that describe the product, associated services, and costs.

- **Security (10%)** – Security includes the mechanism to protect the TSA infrastructure, applications, and other assets provided under the ITMS contract from intrusion or attack.

- **Project Level (15%)** –Projects represent efforts to design and develop or procure a product supported under the ITMS contract.

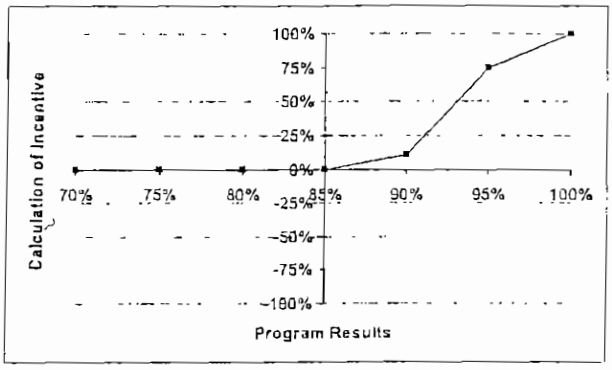
- ITMS Level (25%)—The ITMS Level service domain includes the remaining services performed to ensure the overall performance and success of the ITMS contract that do not fall within other categories or service domains. Examples include as invoice processing and process improvement efforts.

- Director's Survey (25%)—TSA Directors complete a survey that measures their satisfaction with the entire range of services and products provided under the ITMS contract.

Incentive Award

On a monthly basis, service domain owners, and Directors subjectively and objectively evaluate and rate ITMS performance, taking into account Unisys objective performance data. These monthly scores are considered when developing the quarterly evaluation of service domain and program performance. This quarterly score is translated into an incentive using the incentive curve (shown in the graph and in Appendix C, *Mapping of Quarterly Score to Incentive*). The mapping was designed to:

- Reward performance that represents exceeding performance standards, i.e, a rating of 86/100;
- Translate marginally better performance results into a minimal incentive;
- Provide a high incentive when exceptional performance and business value is provided for ITMS contractual services.



3.2 Service Domain Calculation

This section describes the evaluation of program performance for TSA business objectives and service domains. The measurement types used across the ITMS program are described, as is the specific approach to assessing ITMS performance and recommending an associated incentive.

3.2.1 Measurement Types

The ITMS contract uses the following types of measurement to manage performance on the ITMS contract:

- Performance Measure—Performance measures indicates how well items, processes, procedures, or personnel are performing and include the SLAs, Key Performance Indicators (KPIs), and Business Objectives. Performance measures may be subjective determinations based on stakeholder evaluations or objective measurements based on specific data.

- Business Objectives—Business Objectives define performance measures that reflect TSA/OIT strategic plan goals and objectives.

- **Service Level Agreements**— SLAs are performance measures that are a gauge of how well a contractor is delivering services in accordance with contractual requirements and customer expectations, and are in effect based upon contract modification and until new or revised SLAs are approved. SLAs may or may not be associated with a contractual incentive.
- **Key Performance Indicators**—KPIs are performance measures that provide insight into the operational "health" of a particular service. KPIs provide in-depth visibility to all aspects of contractor performance and may support analysis of SLA performance data.
- **Special Projects**—Special Projects align the efforts and work of the ITMS contractor with the incentive program goals. Special Projects are programs or projects to incentivize the contractor for the development, standup, or rollout of services and/or applications. Often not within the normal operations and maintenance support, Special Projects may reflect requirements that need to be addressed through a separate performance measurement program. These projects are assigned to a TSA service domain owner or other staff member as appropriate.
- **Progress Against PMIP Improvement Goals** – Attainment of the continuous improvement goals set by the TSA service domain owner ensures that the Performance Management Program is proceeding on the intended course, and as such is one of the most significant aspects of the PMIP. In a sense, this measure becomes "The SLA on SLA Improvement." Failure to meet the TSA service domain Improvement SLA in any month or quarter will result in the entire service domain incentive recommendation being based on a subjective formula specified by the service domain owner.

3.3 Business Objectives

3.3.1 Business Objective Performance Measures

The Business Objectives are measures to provide insight into the overall direction of TSA and OIT to help measure progress against the strategic plan. In establishing the Business Objectives, consideration is given to the goals that TSA and OIT are striving to achieve and to helping provide a definition of the end-state. The measures, as a part of a portfolio of performance measures, are designed to report performance levels at TSA and OIT strategic levels and assist management in making informed decisions to guide the achievement of its mission and vision.

The Business Objectives are defined to reflect the nature of the organization, its people, and its market conditions, and are established by balancing the requirements of the various ITMS stakeholders. These stakeholders are TSA and ITMS staff and contractors that have an interest in or impact on organizational performance. These ITMS contractors play a vital role in providing high-levels of technology service (captured using SLAs), and assisting the TSA and OIT in achieving their strategic goals. By making management decisions based on Business Objectives and additional measures, TSA and OIT will be better able to focus efforts on tactical and strategic decisions. This will permit a wider organizational context, the ability to link objectives to processes and functions responsible for them, and solid determinations with regard to financial incentives.

See Appendix D, *Business Objectives*, for a complete list of Business Objectives.

3.3.2 Business Objectives Incentive Calculation

The incentive for the Business Objective will be calculated quarterly and assigned using the table in Appendix C (Mapping of Quarterly Score to Incentive). Each business objective will be weighted equally. In order to qualify for the Business Objectives Incentive, an SLA incentive must have been earned also. This means that ITMS performance must have been rated at 86% or higher in order to obtain an incentive based on Business Objectives.

3.4 Service Domain Performance Measures

This section describes the assignment of a score reflecting the performance of ITMS services for each of the five service domains on a monthly basis, as well as the calculation of the quarterly score.

- Each month the Operations and Maintenance, Security, Project Level, and ITMS Level TSA service domain owner, listed in Appendix E, *Service Domain Owner List*, assigns a score from 1 to 100 that represent their evaluation of ITMS services provided within the service domain. Criteria used to assign the monthly score are listed in Appendix F, *Service Domain Evaluation Scoring Criteria*; objective measurement data listed within 1) Appendix H, *Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions*, and 2) Appendix I, *Key Performance Indicators*, are considered by the service domain owner when assigning the monthly service domain score. The specific weighting of the Service Level Agreements for the ITMS Level service domain is described in Appendix Appendix H, *Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions*.

- Each quarter these service domain owners assign a score representing their evaluation of ITMS performance corresponding to services provided in support of their service domain. The service domain owner will take into consideration the monthly scores when assigning the quarterly rating. However, the service domain owner is not limited to a straight monthly score average when assigning the quarterly score.

The scoring mechanism for the fifth service domain, the Director's Survey, is described in Appendix G, *Director's Survey*.

Table 3-1, *Service Domain Score Nomenclature* shows the nomenclature, used in this document, for the service domain scores:

Table 3-1. Service domain Score Nomenclature

Service domain	Monthly Score	Quarterly Score
Operations and Maintenance	$O\&M_{monthly\ score}$	$O\&M_{quarterly\ score}$
Project Level	$Project\ Level_{monthly\ score}$	$Project\ Level_{quarterly\ score}$
Program Level	$Program\ Level_{monthly\ score}$	$Program\ Level_{quarterly\ score}$
ITMS Level	$ITMS\ Level_{monthly\ score}$	$ITMS\ Level_{quarterly\ score}$
Director's Survey	$Director's\ Survey_{monthly\ score}$	$Director's\ Survey_{quarterly\ score}$

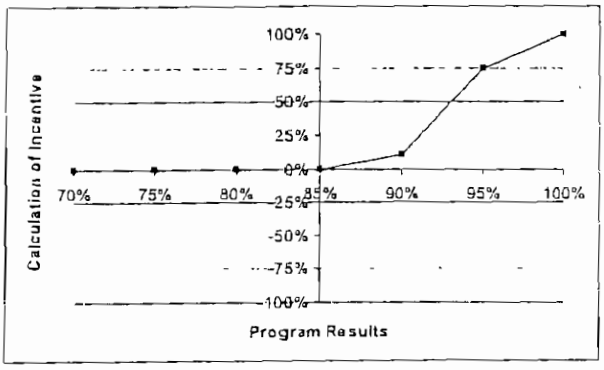
3.5 Overall Incentive Calculation

The incentive recommendation for each quarter is calculated using the formulas listed below:

Quarterly incentive score = [Business objective score] *.2 +[Service score] *.8

Service score = .25 * $O\&M_{quarterly\ score}$ + .10 * $Security_{quarterly\ score}$ + .15 * $Project\ Level_{quarterly\ score}$ + .25 * $ITMS\ Level_{quarterly\ score}$ + .25 * $Director's\ Survey_{quarterly\ score}$

The overall quarterly incentive score recommendation is assigned from the graph to the right, and according to Appendix C, *Mapping of Quarterly Score to Incentive*. It is briefed to the IRP as described in section 3.6.2 and to the Incentive Determination Official, who makes a final determination of the incentive award.



3.6 Incentive Award Process

The section describes the process utilized to review ITMS program performance and progress against improvement plans on a monthly and quarterly basis. The process for recommending and processing an incentive is described as well.

3.6.1 Monthly Performance Reviews

Each month the Incentive Review Panel meets to:

- Review ITMS program performance, including SLA metrics for the past month, performance trends for the last year, and status of the performance management improvement plans;
- Review KPI performance metrics including a trend analysis, root cause analysis, and related initiatives to improve level of service;
- Discuss any relevant issues that are affecting performance; and

- Review new performance measures and changes to performance measures and service domain incentive plans.

The process described below is used, on a monthly basis, to prepare for, evaluate, and report on ITMS performance:

1. **Unisys submits monthly performance data**— Unisys submits ITMS Service Performance reports describing the performance for each month by the 15th day of the next month. The performance report will contain SLA data as specified in Appendix H, *Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions*. The performance report will also contain KPI data as specified in Appendix I, *Key Performance Indicators*. When data is available, each SLA and KPI detailed report will include trending data and root cause analysis from the previous twelve months. The monthly performance reports will be delivered on two CDs. One CD containing this report is submitted to the TSA ITMS Performance Manager and one to the ITMS Contracting Officer.

2. **PTWG holds pre-performance briefing**— PTWG holds a pre-performance briefing which is a walkthrough of the performance briefing and an opportunity for TSA stakeholders to ask questions.

3. **IV&V verifies the data**—IV&V verifies the accuracy of the monthly performance data and creates a report documenting their findings.

4. **Service Domain owner reviews data**—The service domain owner reviews the objective monthly performance data and documents his assessment of Unisys performance over the past month for his service domain. As input into his service domain rating, the Service domain owner may request and consider other data related to performance of ITMS services within their service domain, e.g., IV&V studies or customer satisfaction surveys pertinent to services provided within their area.

   The service domain owner is also responsible for reporting on the alignment of their program with the TSA PMIP ideal criteria and contractual goals and objectives relevant to performance management. Thus he may also present Performance Measure confidence levels. These levels reflect his assurance that the performance measure reflects industry standards as appropriate to the TSA environment, provide an accurate assessment of customer satisfaction, and that the level of detail and format of reporting is appropriate. Additionally, he will address progress against the performance management improvement plan to address gaps and issues with the existing service domain measurement and incentive program.

5. **IRP holds performance briefing**
   a. The IRP meets to review ITMS contract performance over the past month. The agenda of this meeting includes, but is not limited to, the review of objective performance data, the independent assessment of the accuracy of this data, the

evaluation of performance in each service domain, and progress against plans to address gaps and issues within these service domains.

b. IRP holds a discussion to review monthly performance.

Focus	Area	Presenter
Action Items	Comments and action items from previous meetings	IV & V
TSA Assessment of Performance Within Each Service Domain	Analysis of objective data (SLAs and KPIs) Current state of the Service domain's Performance Measurement and Incentive Program Plan for addressing gaps/issues and progress against plan, including new and modified performance measures Other major performance considerations/issues Recommended score for previous month	TSA service domain owner, Unisys as appropriate
Verification Findings	As requested by the IRP, service domain owner, or TSA Performance Manager the following areas are addressed: • Validation of new measures • Verification of previous month's data • Other IV&V activity findings as requested	IV&V
Other Information	As requested by IRP, service domain owner, or TSA Performance Manager, other information such as TSA's Quality Management findings are presented.	As appropriate
Overall TSA Performance Assessment	Average score for previous month	TSA Performance Manager

3.6.2 Quarterly Performance Reviews

Each quarter the Incentive Review Panel meets to:

- Review ITMS program performance, including the status of action items and program improvement plans;
- Review the cumulative performance against the SLA over the quarter;
- Review performance on the Business Objectives;
- Review Special Project Performance;
- Discuss any relevant issues that are affecting performance;
- Review KPIs including a trend analysis, root cause analysis, and related initiatives to improve level of service;
- Review and approve new or proposed changes to performance measures and incentive program; and
- Recommend an incentive to the IDO.

The process described below is used on a quarterly basis to prepare for, evaluate performance, and report on ITMS performance; and to recommend and process an incentive on the ITMS contract:

1. **Unisys submits quarterly performance data**—Unisys submits ITMS Services Performance reports and Business Objective reports describing the performance for the

past quarter by the 15th day of first month after the completion of the quarter. The Performance report will contain SLA data as specified in Appendix H, *Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions* to include performance for each SLA for the last quarter against target thresholds, as described in Appendix I, *Key Performance Indicators*. The performance report will also contain KPI data as specified in Appendix I, *Key Performance Indicators* utilizing the quarterly reporting format described in Appendix J, *Example of Quarterly Scoring for Objective Measures*. When data is available, each SLA and KPI detailed report will include trending data and root cause analysis from the previous twelve months. The quarterly performance reports will be delivered on two CDs. One CD containing this report is submitted to the TSA ITMS Performance Manager and one to the Contracting Officer.

2. **PTWG holds pre-performance briefing**—PTWG holds a pre-performance briefing which is a walkthrough of the performance briefing and an opportunity for TSA stakeholders to ask questions.

3. **IV&V verifies the data**—IV&V verifies the accuracy of the quarterly performance data, including Business Objectives, and creates a report documenting their findings.

4. **Service Domain owner reviews data**—The service domain owner reviews the quarterly performance data and documents his assessment of Unisys performance for his service domain over the past quarter. As input into his service domain rating, the service domain owner may request and consider other data related to performance of ITMS services within their service domain, e.g., IV&V studies and/or customer satisfaction surveys pertinent to services provided within their area.

   The service domain owner is also responsible for reporting on the alignment of their program with the TSA PMIP ideal criteria and contractual goals and objectives relevant to performance management. Thus he may also present Performance Measure confidence levels. These levels reflect his assurance that the performance measure reflects industry standards as appropriate to the TSA environment, provide an accurate assessment of customer satisfaction, and that the level of detail and format of reporting is appropriate. Additionally, he will address progress against the performance management improvement plan to address gaps and issues with the existing service domain measurement and incentive program.

5. **IRP holds performance briefing**
   a. The IRP meets to review ITMS contract performance over the past quarter. The agenda of this meeting includes, but is not limited to, the review of objective performance data, the independent assessment of the accuracy of this data, the evaluation of performance in each service domain, and the progress against plans to address gaps and issues within these service domains.
   b. The IRP members hold a discussion to come to an agreement on the recommendation for the quarterly incentive.

Focus	Area	Presenter
Action Items	Comments and action items from previous meetings	IV&V
TSA Assessment of Performance Within Each Service Domain	Analysis of objective data (SLAs, KPIs, and Business Objectives) Current state of the service domain's performance measurement and incentive program Plan for addressing gaps/issues and progress against plan, including new and modified performance measures Other major performance considerations and issues Recommended score for previous month & quarter	TSA service domain owner, Unisys as appropriate
Verification Findings	As requested by the IRP, service domain owner, or TSA Performance Manager the following areas are addressed: • Validation of new measures • Verification of previous month's measures • Other V&V activity findings as requested	IV&V
Other Information	As requested by IDO or service domain owner, such as TSA's Quality Management findings	As appropriate
Overall TSA Performance Assessment	Average score for the previous quarter Recommended incentive Proposed changes to the incentive program or measurement approach	TSA Performance Manager

6. **Process Incentive**—The Incentive Determining Official decision is forwarded to the TSA Contracting Officer for incorporation in the contract. Once the contract modification has been accomplished, the award is entered into the Web Ordering System as a Service Order to be incorporated into the next contractor's next invoice. Additionally, in line with standard commercial practice, TSA expects to be compensated when service levels fall below requirements, and TSA will refer such instances to TSA Contracts for consideration of non-performance.

4.0 OTHER PROCESSES

TSA has adopted processes to promote compatibility of the performance management and incentive program with the criteria for an ideal ITMS performance measurement program described in Section 2. These processes facilitate the evaluation and continued improvement of this program.

4.1 New Performance Measures

TSA's goal is to have performance measures and an associated incentive program, placed on contract that reflect the following:

- ***Industry standards***—Measures reflect industry and government standards as applicable to TSA environment.
- ***Business needs***—Measures reflect TSA stakeholder requirements and needs.
- ***Continuous improvement in level of service***—Measures reflect an improved level of service over time.
- *Accurate*—Measures consistently achieve high levels of accuracy.
- ***Customer-focused***—Measures are aligned with customer perception and reflect the customer experience.
- ***Measurement incentive program reflects value***—Appropriate incentives are granted when additional business value is demonstrated.

The process of identifying the appropriate performance measures will involve the collection of the relevant data as well as customer, IV&V, and technical review, prior to incentivizing performance measures. The following steps should generally be completed prior to the new measure being placed on contract.

1. ITMS contractor and/or TSA stakeholder identifies an idea for a new performance metric
2. ITMS contractor and/or TSA stakeholder request the measure and submits it to the service domain owner and Performance Manager.
3. The IRP reviews the measure and approves it.
4. Contracts places the performance measure and process documents on contract.
5. IV&V validates the process for measure.
6. IV&V verifies the accuracy of the data.
7. The measure becomes part of the monthly and quarterly reports and incentive program.

Relevant forms to request, present, approve, and maintain on contract a performance measure are maintained by the TSA Performance Manager.

Whether an SLA is proposed by Unisys or TSA , Unisys shall demonstrate acceptance criteria have been met for the performance measure. The following is a representative list:

- The measure reflects industry best practice as appropriate to the TSA environment.
- The measure meets business needs.
- The measure can be monitored effectively.

- An independent review has been performed to ensure validate the process for gathering information to report on the measure will yield accurate data, i.e., IV&V has validated data gathering and reporting process and verified the data for at least one reporting period.

There are times when measures and/or metrics are needed quickly and for only a short duration; typically they have a very limited use and are used for special occasions. An example would be the used of ad hoc measures or metrics for pilot projects. These ad hoc measures or metrics may use an abbreviated request process.

4.2 Process for Improvement of the Performance Management Program

Each service domain will maintain a process improvement plan to align it with the ideal ITMS PMIP criteria, including how the relevant program will:

- Demonstrate that the service domain measurement program addresses all services within the service domain.
- Demonstrate that the service domain measures are consistent with user requirements, industry standards, and federal regulations.
- Address any issues raised by CRMs, IV&V, or other stakeholders in a timely manner.
- Develop and agree to a set of quarterly PMIP improvement goals and metrics.

As indicated previously, the attainment of PMIP quarterly improvement goals is of paramount importance. In any quarter where the goals are not met, the TSA service domain owner will recommend an incentive based solely upon a subjective formula specified by the service domain owner.

4.3 Issues Tracking

All issues raised with the performance measurement program stakeholders will be tracked by the service domain owner.

The following information will be tracked for each issue:

- Issue description,
- Status of the issue,
- Date opened,
- Organization that raised the issue, and
- All actions with associated name and date.

Appendix A

Membership of the Incentive Review Panel

Appendix A – Membership of the Incentive Review Panel (IRP)

The IRP membership comprises:

Performance Manager, IRP Chair
Directors shown in Appendix G
ITMS Contracting Officer
Quality Manager

Each IRP member is responsible for participating in scheduled meetings or sending a representative.

Appendix B

Membership of the Performance Technical Working Group

Appendix B – Membership of the Performance Technical Working Group

Membership consists of the TSA Performance Manager and members from TSA Solutions Delivery and the CRMs. Each PTWG member is responsible for participating in scheduled meetings and for ensuring assigned action items are completed in a timely manner. Members who cannot attend a meeting are responsible for sending a representative.

The PTWG membership comprises:

Performance Manager, PTWG Chair
Deputy Performance Manager
Operations and Maintenance Service Domain Owner and/or Representative(s)
Security Service Domain Owner and/or Representative(s)
Project Level Service Domain Owner and/or Representative(s)
Program Level Service Domain Owner and/or Representative(s)
Director's Survey Service Domain Owner and/or Representative(s)
Information Technology and Management Representative(s)
Aviation Operations IT CRM Representative(s)
Enterprise Programs IT CRM Representative(s)
Support Staff IT CRM Representative(s)
Executive IT CRM Representative(s)

Appendix C

Mapping of Quarterly Score to Incentive

Appendix C — Mapping of Quarterly Score to Incentive

Performance Rating	% of Incentive
100%	100%
99%	95%
98%	90%
97%	85%
96%	80%
95%	75%
94%	62%
93%	49%
92%	36%
91%	23%
90%	10%
89%	8%
88%	6%
87%	4%
86%	2%
85%	0%
84%	0%
83%	0%
82%	0%
81%	0%
80%	0%
79%	0%
78%	0%
77%	0%
76%	0%
75%	0%
74%	0%
73%	0%
72%	0%
71%	0%
Less than 70%	0% additionally, referral to contracts for consideration of non-performance

Appendix D

Business Objectives

IT Measures Detail Template

Identifying Information	
1. Perspective: Strategic Impact	2a. Measure ID: IO.2
2b. Measure Sponsor:	
3. Strategic Objective: IO.2 Deliver innovative and effective solutions to meet mission goals.	
4. Measure: *Service Request Response Time*	
5. Measure Intent: This measure considers the internal processing time allocated to the process of Initiation /Service Requests (IR / SR) by Unisys and the processing of Service Request Proposals (SRP) by TSA	
6. Measure Definition & Guidance: Time elapsed in days to process a new request via the IR/SR process by Unisys. And the time elapsed in days to process a new Service Request Proposal via the SRP process by TSA working with Unisys.	
Data Availability	
7. Assessment of Data Availability: Available	
If Available	5.0 IF NOT AVAILABLE
8. Source: Multiple – see data elements below 9. Reporting Frequency: Monthly 10. Measurement Owner: Unisys / TSA	11. When data will be available: Dec 03
12. Steps needed to establish or improve capability to measure: N/A	
Targets	
13. Target Setting Approach: Note: Goals will be set given that complexity of the IR/SR and SRP process. These goals will be reviewed on a monthly basis to establish realistic performance targets.	
14. Benchmark Data and Sources: TBD	
15a. FY03-04 Target: See below table for Targets	15b. FY05 Target: TBD 15c. FY06 Target: TBD
Notes	
16.	
Data Elements	
17a. Data Element 1: Date IR/SR Released to Unisys 17b: Source: WOS 17: Point of contact: Unisys 17d: Reporting frequency: Each SR 17e: Assessment of availability: Available 17f: If not available, when data will be available: N/A	

18a. Data Element 2: Date response received from Unisys **18b: Source:** Unisys E-Mail – SRR Database **18c: Point of contact:** Contracts – Unisys **18d: Reporting frequency:** Each SR **18e: Assessment of availability:** Available **18f: If not available, when data will be available:** N/A
19a: Data Element 3: SR Type by category (Initiation/Simple, Complex-Limited, Complex) **19b: Source:** WOS **19c: Point of contact:** Unisys **19d: Reporting frequency:** Each SR **19e: Assessment of availability:** Available **19f: If not available, when data will be available:** N/A
20a. Data Element 4: Number of days between issuance and receipt for IR/SR by category **20b: Source:** Calculated **20c: Point of contact:** Unisys **20d: Reporting frequency:** Each SR **20e: Assessment of availability:** Available **20f: If not available, when data will be available:** N/A
21a. Data Element 5: Complex- Limited SR Schedule **21b: Source:** TSA – Unisys Project Schedule **21c: Point of contact:** Unisys / TSA PCO **21d: Reporting frequency:** Each SRR **21e: Assessment of availability:** Available **21f: If not available, when data will be available:** N/A
22a. Data Element 6: Complex SR Schedule. **22b: Source:** Calculated **22c: Point of contact:** Unisys / TSA PCO **22d: Reporting frequency:** Each SR **22e: Assessment of availability:** Available **23f: If not available, when data will be available:** N/A
23a. Data Element 7: Date IR/SRP received from Unisys **23b: Source:** Unisys Email **23c: Point of contact:** Unisys Contracts **23d: Reporting frequency:** Each SRR **23e: Assessment of availability:** Available **23f: If not available, when data will be available:** N/A
24a. Data Element 8: Date SRP sent to COTR **24b: Source:** TSA Contracts E-mail **24c: Point of contact:** TSA **24d: Reporting frequency:** Each SRR **24e: Assessment of availability:** Available **24f: If not available, when data will be available:** N/A

25a. Data Element 9: Date SRP sent to PM 25b: Source: COTR Email 25c: Point of contact: COTR 25d: Reporting frequency: Each SRR 25e: Assessment of availability: Available 25f: If not available, when data will be available: N/A
26a. Data Element 10: Date SRP Tech Eval Received from PM 26b: Source: PM Email 26c: Point of contact: Each PM 26d: Reporting frequency: Each SRR Tech Eval 26e: Assessment of availability: Available 26f: If not available, when data will be available: N/A
27a. Data Element 11: Date SRP Tech Eval sent to CO 27b: Source: COTR Email 27c: Point of contact: COTR 27d: Reporting frequency: Each SRR 27e: Assessment of availability: Available 27f: If not available, when data will be available: N/A
28a. Data Element 12: Date SRP Negotiated with Unisys and Accepted 28b: Source: TSA E-mail 28c: Point of contact: TSA Contracts 28d: Reporting frequency: Each SRR 28e: Assessment of availability: Available 28f: If not available, when data will be available: N/A
29a. Data Element 13: Date SRP Clarification Sent to Unisys 29b: Source: TSA Email 29c: Point of contact: TSA Contracts 29d: Reporting frequency: Each 29e: Assessment of availability: Available 29f: If not available, when data will be available: N/A
30a. Data Element 14: Date SRP Clarification received from Unisys 30b: Source: Unisys Email 30c: Point of contact: Unisys Contracts 30d: Reporting frequency: Each SRR 30e: Assessment of availability: Available 30f: If not available, when data will be available: N/A
31a. Data Element 15: Date SRP Clarification sent to COTR 31b: Source: TSA Contracts E-mail 31c: Point of contact: TSA 31d: Reporting frequency: Each SRR 31e: Assessment of availability: Available 31f: If not available, when data will be available: N/A

32a. Data Element 16: Date SRP Clarification sent to PM **32b: Source:** COTR Email **32c: Point of contact: COTR** **32d: Reporting frequency:** Each SRR **32e: Assessment of availability:** Available **32f: If not available, when data will be available:** N/A
33a. Data Element 17: Date SRP Clarification Tech Eval Received from PM **33b: Source:** PM Email **33c: Point of contact: Each PM** **33d: Reporting frequency:** Each SRR Tech Eval **33e: Assessment of availability:** Available **33f: If not available, when data will be available:** N/A
34a. Data Element 18: Date SRP Clarification Tech Eval sent to CO **34b: Source:** COTR Email **34c: Point of contact: COTR** **34d: Reporting frequency:** Each SRR **34e: Assessment of availability:** Available **34f: If not available, when data will be available:** N/A
36a. Data Element 20: IR/SR Number **36b: Source:** WOS **36c: Point of contact:** TSA **36d: Reporting frequency:** Each SR **36e: Assessment of availability:** Available **36f: If not available, when data will be available:** N/A

Discussion:

The basis for this measure is derived from providing effective measures that can be used to judge performance in the process time allocated to an SR being process by Unisys and the resultant SRR being process by TSA. Since the SR process is determined by what work/requirements/problem that an SR is addressing, the process time that is the basis of this measure needs to reflect the complexity of what is being asked. The Table below summarizes the processing times into categorizations of the SR types.

Category	Action	Goals Business Days	Min Total Days	Notes
Unisys				
Initiation Request	Provide Charter Concept Paper/ROM	5 Days	5	Per SDLC Agreement Based on processing one IR per LOB at a time
Service Requests	SR – Simple	10 Days	10	Per SDLC Agreement Less than $500,000 No new CLINS / Small T&M
	SR – Complex - Limited	10 Days	10	New CLINS for hardware requests only (Simple items)
	SR – Complex - Multuple items	30 days	30	New CLINS for Hardware/Labor Complex Project

TSA				
IR Proposal Response	None		0	
SR Proposal Response				
SR – Simple	Forward Proposal to COTR Tech Review CO Review BCM/Contract Mod/etc Clarifications	1 day 5 days 3 days 3 days As required	12	Clarifications could extend the process
SR – Complex Limited	Forward Proposal to COTR Tech Review CO Review BCM/Contract Mod/etc Clarifications	1 day 5 days 3 days 3 days As required	15	Clarifications could extend the process
SR - Complex	Forward Proposal to COTR Tech Review CO Review Clarifications CO/COTR Review Proposal Changes Review BCM/Contract Mod/etc	1 day 15 days 5 days 10 days 10 days 5 days 2 days 10 days	58	Clarifications and complexity of project could extend the process

SR / SRR Processing Timelines

6. Measure Definition & Guidance - Continuation

Assumptions:

IR, SR, and SRR processing are calculated per groupings as assigned in the table above.

The Number of IR/SR's that are to be included in the population for the month is defined as all those SR's that were delivered by Unisys for processing between 0001 hours on the 1st day of the month through 2359 hours of the last day of the month.

The Number of SRP's that are to be included in the population for the month is defined as all those SRP's that were completed by TSA and Unisys between 0001 hours on the 1st day of the month through 2359 hours of the last day of the month.

For Complex SR Proposals - either they can follow the guidelines as establish within this document or be negotiated within 5 days of receipt of the SR or during the program kickoff meeting or as part of the program/project master schedule. It is a Unisys responsibility to initiation the negotiation process.

I. There are two measures that are applicable here. The first set calculations are for the IR/SR processing and are calculated (in business days) as following:

This measure applies to processing IR's/SR's for SDLC requests and Simple SR's.

The number of days between the Date TSA releases the SR to Unisys to the date response is sent from Unisys = Days in SR processing for each SR.

The Days in Processing are then averaged for the total number of SR's in the respective groupings during the evaluation period =

Average IR/SR processing times for SDLC SR's or
Average IR/SR Processing times for Simple SR's

The number of days between the Date TSA releases the SR to Unisys to the date response is sent from Unisys = Days in SR processing for each SR.

The Days in Processing are then averaged for the total number of SR's in the respective groupings during the evaluation period =

Average Complex-limited processing times

II. The second set calculations are for the SRR processing and are calculated as following:

This measure applies to processing SRP's for SDLC requests and Simple SRR's without clarification requests.

The number of days between the Date TSA receives the SRR from Unisys to the date the proposal has been accepted for TSA Contracts with Unisys.

The Days in Processing are then averaged for the total number of SRR's in the respective groupings during the evaluation period =

Average SR processing times for SDLC SR's or
Average SR Processing times for Simple SR's

This measure applies to processing SRR's for SDLC requests and Simple SRR's with clarification requests.

The number of days between the Date TSA requests clarifications of the SR from Unisys to the date response is sent from Unisys = Days in SR processing for each SR Clarification.

The Days in Processing are then averaged for the total number of SR's in the respective groupings during the evaluation period =

Average SRR processing times for SDLC SR's Clarifications + the average days for processing the SRR compared to the total days allocated for SRR and Clarifications Processing.
Average SRR Processing times for Simple SRR Clarifications + the average days for processing the SRR compared to the total days allocated for SRR and Clarifications Processing.

Applies to SRR processing for Complex SR's

The number of days between the Date TSA releases the complex SR to Unisys to the date response is sent from Unisys = Days in SR processing for each SR as compared to the numbers of days within the agreed upon processing schedule.

IT Measures Detail Template

6.0 CONNECTIVITY EXPANSION: EMPLOYEE

Identifying Information	
1. Perspective: Strategic Impact	**2a. Measure ID:** SI.2.1b
2b. Measure Sponsor: Mike Przepiora	
3. Strategic Objective: SI.2 Deliver innovative and effective IT solutions to meet mission goals	
4. Measure: *Connectivity Expansion:* **Employee accessibility**	
5. Measure Intent: This measure considers two aspects of connectivity: whether employees have access to their email and information that is provided through the TSA Intranet	
6. Measure Definition & Guidance: There are Several different Measures that are applicable to the overall determination of this measure. See continuation sheet attached.	

Data Availability	
7. Assessment of Data Availability: Available	
If Available	If Not Available
8. Source: Multiple – see data elements below **9. Reporting Frequency:** Quarterly **10. Measurement Owner:** TSA Measurement Reporting: Unisys	**11. When data will be available:**
12. Steps needed to establish or improve capability to measure:	

Targets		
13. Target Setting Approach: The target will be defined as: 90% of those individuals that are authorized TSA network access will have valid e-mail and network access accounts. This allows 10% margin for turnover of personnel. Note: OIT's ability to achieve a target is primarily driven by funding availability and account authorizations.		
14. Benchmark Data and Sources: TBD		
15a. FY04 Target: 90% of authorized	15b. FY05 Target: 95% of authorized	15c. FY06 Target: TBD

Notes
16. Discussion. See Below

Data Elements
17a. Data Element 1: # of individuals that have been authorized headseat accounts and ordered through the (Work Order System) WOS. 17b: Source: WOS 17c: Point of contact: Unisys 17d: Reporting frequency: Quarterly 17e: Assessment of availability: Available 17f: If not available, when data will be available: N/A
18a. Data Element 2: # of individuals that have been issued a laptop/desktop (

18b: Source: WOS 18c: Point of contact: Unisys 18d: Reporting frequency: Quarterly 18e: Assessment of availability: Available 18f: If not available, when data will be available: N/A
19a. Data Element 2: Total number of TSA employees 19b: Source: TSA Human Resource Database 19c: Point of contact: TSA – Director of IT Management and Policy 19d: Reporting frequency: Quarterly 19e: Assessment of availability: Available 19f: If not available, when data will be available: N/A
20a. Data Element 2: # of Employees associated with the screening function and not authorized a seat. 20b: Source: TSA Human Resource Database 20c: Point of contact: AVOPS LOB 20d: Reporting frequency: Quarterly 20e: Assessment of availability: Available 20f: If not available, when data will be available: N/A
21a. Data Element 2: Total number of TSA employees 21b: Source: TSA Human Resource Database 21c: Point of contact: Warren Dudenbostel 21d: Reporting frequency: Quarterly 21e: Assessment of availability: Available 21f: If not available, when data will be available: N/A

Block 16 - Discussion:

The basis for this measure is derived from providing the TSA employee with access to information through electronic means. This is defined as having access to both TSA E-mail and to the TSA intranet where that majority of electronic information is communicated through. The table bellows summarizes the connectivity and access points that are be provided to the TSA employee for access to the information.

Assumptions:
That every TSA employee has access to someone that has a network account.
That every TSA employee has access to the internet.

Information Sources	Requirements	Accessability	Connectivity
E-mail	Email Account	1 TSA Issued Device	TSA Network / VPN Access
		2 Shared of individually Issued TSA Device	TSA Network / VPN Access
		3 TSA Screener Terminal / Kiosk	TSA Network / VPN Access
		4 TSA Training Station	TSA Network / VPN Access
		5 OWA Access	Personnel Computer with internet access
		6 OWA Access	Public Internet Access Point
TSA Intranet	Network Account	1 TSA Issued Device	TSA Network / VPN Access
		2 Shared of individually Issued TSA Device	TSA Network / VPN Access
		3 TSA Screener Terminal / Kiosk	TSA Network / VPN Access
		4 TSA Training Station	TSA Network / VPN Access
	Access to someone who has a Network Account	5 Request Someone who has access to retreive Information required	Access to personnel with Network Access

6. Measure Definition & Guidance - Continuation

There are two measures that are applicable here. The first set calculations the does not consider the funding question and is calculated as following but is used for information purposes only. The first is a TSA reporting metric.

$$\frac{\text{The total number of TSA Employees with Email/Headseat Accounts}}{\text{The total numbers of TSA Employees}}$$

$$\frac{\text{The total number of TSA Employees with Network/Headseat Accounts}}{\text{The total numbers of TSA Employees}}$$

The second measure is a Unisys reporting metric and does consider the funding question and is calculated as following:

$$\frac{\text{The total number of TSA Employees with Email/Headseat Accounts}}{\text{The total number of Email accounts ordered for TSA Employees}}$$

$$\frac{\text{The total number of TSA Employees with Network/Headseat Accounts}}{\text{The total number of Network accounts ordered for TSA Employees}}$$

IT Measures Detail Template
7.0 INTEROPERABILITY LEVEL

Identifying Information	
1. Perspective: Strategic Impact	**2a. Measure ID:** SI.1.1
2b. Measure Sponsor: Chris Allen	
3. Strategic Objective: SI.1 Improve information sharing through greater data management, consolidation of data repositories and and systems interoperability	

4. Measures:

Data Management: Measure % of data that conforms to established data standards, is documented in a metadata repository, and is reflected in an enterprise data model and the Data and Information Reference Model (DRM).

Consolidation of Data Repositories: Identify the number (quantity) of redundant data sources.

Systems Interoperability Level: Use LISI abstraction to identify interoperability level of systems within communities of interest.

5. **Measure Intent:** Uniform scales to evaluate how well TSA is sharing data and services within communities of interest.

6. **Measure Definition & Guidance:**

Data Management: Develop strategy/initiative to provide policies and definitions, procedures and processess for data management to enable and facilitate information sharing within TSA and TSA's homeland security partners. This will include [1] data ownership (sets usage policies), [2] data stewardship (sets standards, advises on implementation), and [3] data custodianship (responsible for actual data management implemention). A strong evanglist and senior executive sponsorship are need to build and maintain a culture of information sharing. Additionally, there are tools necessary to achieve superior data management including a metadata respository and enterprise data model. Performance can be gauged by the percent of data that is properly described and documented in these tools.

Consolidation of Data Respositories: TSA's data is largely stove-piped today. There are several dozen legacy ACS applications in Pentagon City, a dozen more applications hosted in St. Louis, and hundreds of Access databases and Excel spreadsheets littering network drives and personal hard drives--each with their own set of isolated data repositories. Measuring performance in this area will include identifying overlapping and redundant data sources and tracking progress toward consolidation and/or elimination.

Systems Interoperability Level: LISI (Guidance: Department of Defense "Levels of Information Systems Interoperability") considers 5 increasing levels of sophistication with respect to exchanging and sharing information and services. The levels go from Isolated (0) to Connected (1) to Functional (2) to Domain (3) to Enterprise (4). Each higher level represents an increase in capabilities over the previous level of system to system interaction. A TSA interoperability framework abstraction has been completed, reference model below. Assess and store interoperability framework classification ratings for each application system in EAMS and report on progress. Develop a migration plan in EAMS for application systems within communities of interest based upon TSA interoperability framework.

Data Availability

7. Assessment of Data Availability: Not Available

If Available	If Not Available
8. Source: 9. Reporting Frequency: Quarterly 10. Measurement Owner: Kevin Lawson	11. When data will be available: *Data Management* data via a metadata repository and enterprise data model will only be available pending the undertaking of a data management initiative. TBD. *Consolidation of Data Respositories* data requires new initiative to identify and assess isolated data repositories for redundancy. TBD.Systems *Interoperability Level* data may not be completed until Q4 of FY04.

12. Steps needed to establish or improve capability to measure:

- *Data Management:* Establish TSA Data Management Working Group, develop TSA Data Management Strategy/Initiative. Synch efforts with DHS/BTS IT Integration Data Management project proposed by Mark Emery.
- *Consolidation of Data Respositories:* Establish initiative to review and identify overlapping and/or redundant data repositories.
- *Systems Interoperability Level*: Incorporate TSA 0-4 interoperability evaluation (based on LISI model) into on-going Legacy Migration IPT effort. Scope of the effort is dependant on funding for optional task 5 of the EA PMP. Develop application migration plans incorporating TSA interoperability framework classifications.

Targets

13. Target Setting Approach: Baseline initial states and establish improvement targets based upon community of interest migration roadmaps.

14. Benchmark Data and Sources: C4ISR Architecture Working Group 30th March 1998 edition of Levels of Information Systems Interoperability (LISI Levels). DoD Net-Centric Data Strategy, 9 May 2003.

15a. FY03-04 Target:	15b. FY05 Target: TBD	15c. FY06 Target: TBD
2.5% Decrease (from connected towards domain) per Quarter (measured in 6 month intervals for total absolute value of 5%)		

Notes

16. Currently approximately 300 applications identified. As data levels move across functional migration path their may or may not be a corresponding data shift towards the desired state. Some applications will be in "sunset" so they will no longer be represented in the chart, but should show a decline in isolated or connected accounts.

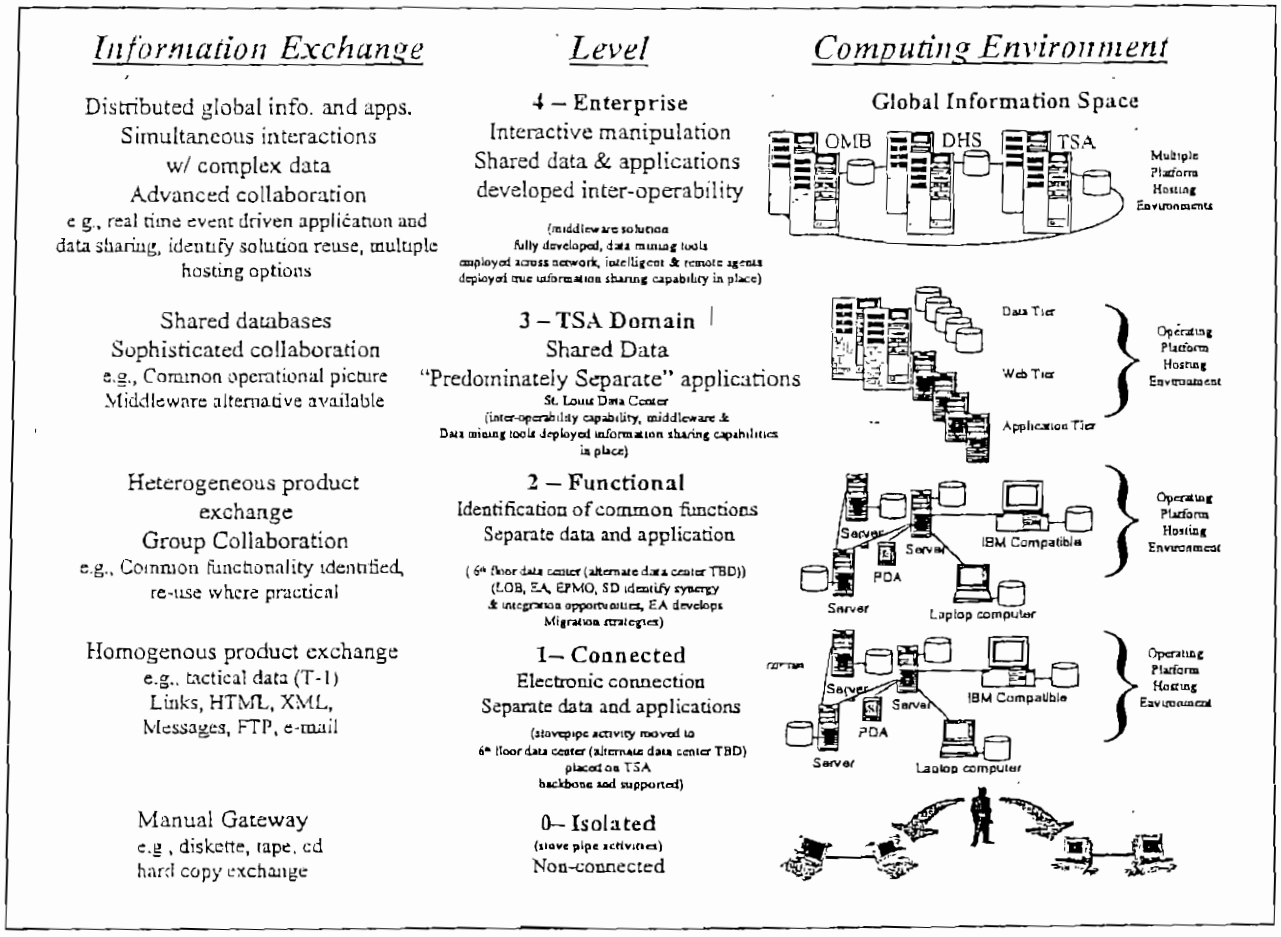
Data Elements

17a. Data Element 1: Systems Interoperability level
17b: Source: TSA Application Inventory
17: Point of contact: OIT
17d: Reporting frequency: Quarterly
17e: Assessment of availability: location baseline available Q2
17f: If not available, when data will be available:

18a. Data Element 2: Data Management

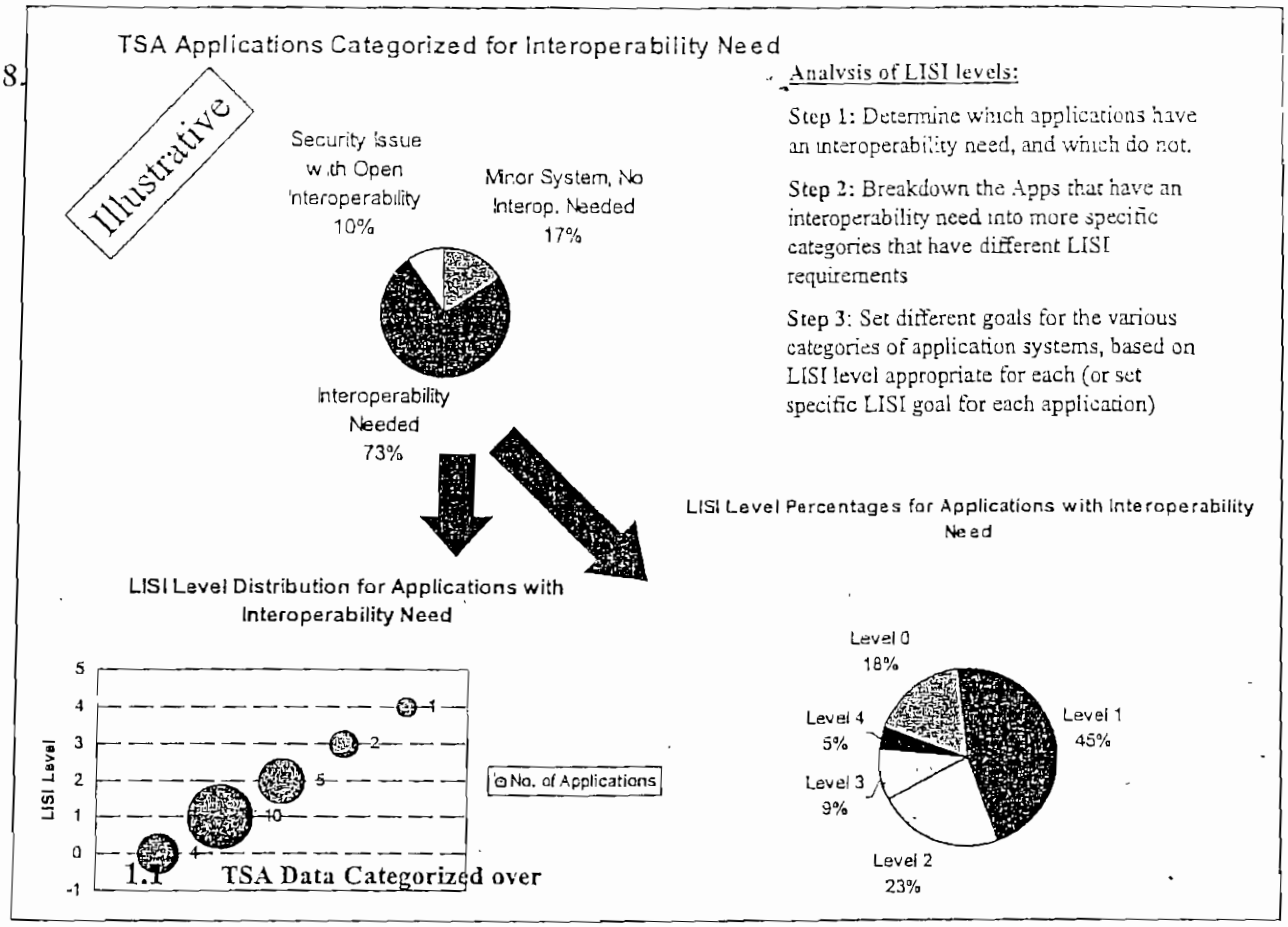
18b: Source: Metadata Registry & Enterprise Data Model
18c: Point of contact: Chris Allen
18d: Reporting frequency: Bi-annual
18e: Assessment of availability: Not Available
18f: If not available, when data will be available: Implementation of Data Management Initiative.

TSA Interoperability Framework

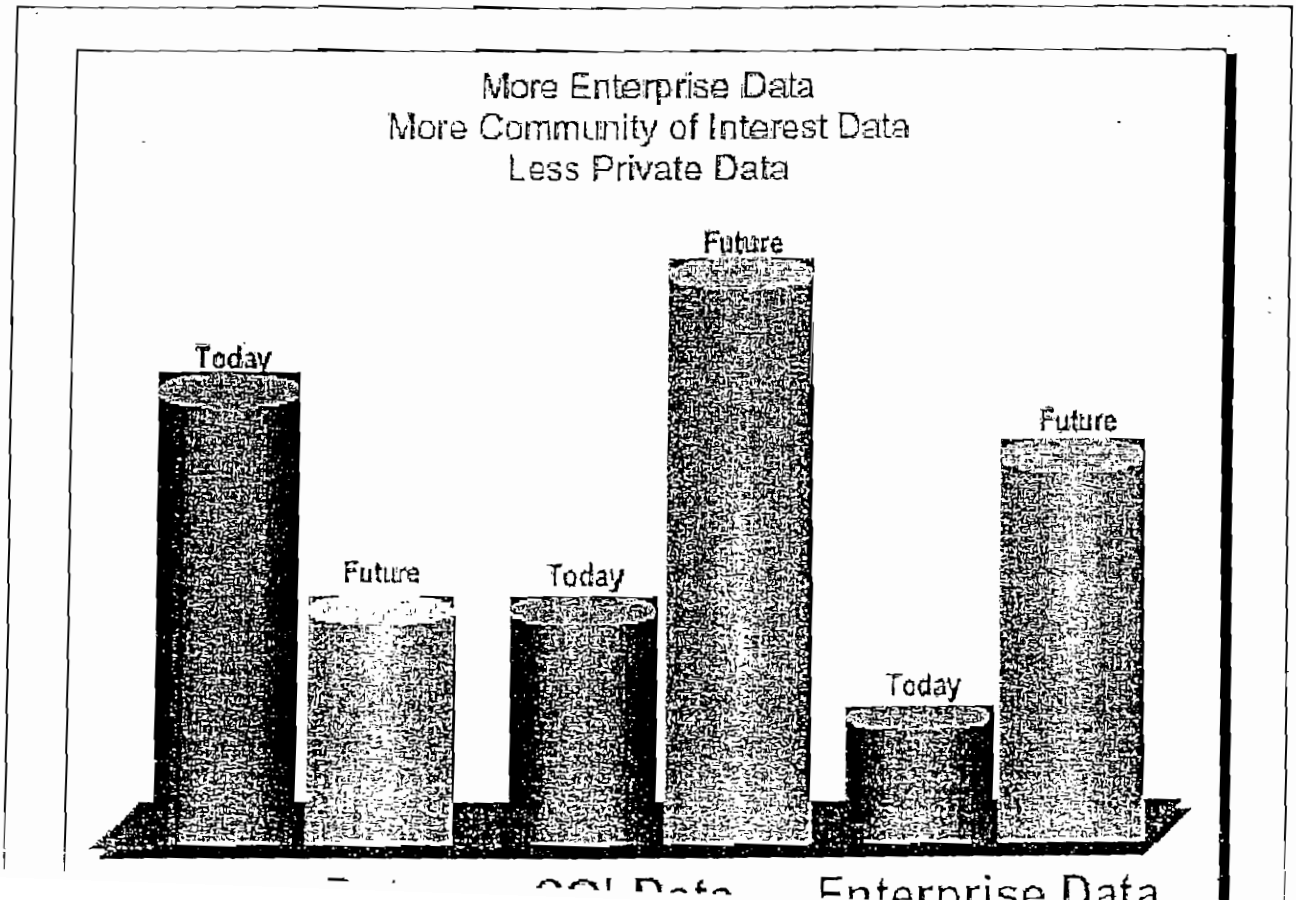


ILLUSTRATIVE

8.



1.1 TSA Data Categorized over



IT Measures Detail Template

9.0 CONNECTIVITY EXPANSION: SITE

Identifying Information	
1. Perspective: Strategic Impact	**2a. Measure ID:** SI.2.1a
2b. Measure Sponsor: Mike Przepiora	
3. Strategic Objective: SI.2 Deliver innovative and effective IT solutions to meet mission goals	
4. Measure: *Connectivity Expansion:* Field location network connectivity (also called "site deployment")	
5. Measure Intent: This measure considers one aspects of connectivity: whether the field location has actual network connectivity (WAN, LAN, and broadband).	
6. Measure Definition & Guidance: Comparison of baselined deployment schedule completion date to the actual completion date for each site deployment. % of deployments that were started on-time.	
Data Availability	
7. Assessment of Data Availability: Available	
If Available	**If Not Available**
8. Source: Service Request Management System **9. Reporting Frequency:** Monthly **10. Measurement Owner:** Unisys PMO/Michael VanSloten/Ron Sampson (technical contact)	**11. When data will be available:**
12. Steps needed to establish or improve capability to measure:	
Targets	
13. Target Setting Approach: Target is based on established "white package" deployment schedule.	
14. Benchmark Data and Sources: N/A	
15a. FY04 Target: 90% of scheduled deployments will be completed on-time	**15b. FY05 Target:** TBD **15c. FY06 Target:** TBD
Notes	
16. This measure will be modified as OIT shifts its focus on connectivity from white packages to blue packages and beyond.	
Data Elements	
17a. Data Element 1: SLA element based on site deployment **17b: Source:** SLA DEP5 **17: Point of contact:** Michael Van Sloten, Steve Larsen **17d: Reporting frequency:** Monthly (tracked weekly) **17e: Assessment of availability:** Available **17f: If not available, when data will be available:**	

IT Measures Detail Template
10.0 OIT MARKET SHARE

Identifying Information	
1. Perspective: Internal IT Operations	**2a. Measure ID:** IO.2.1
2b. Measure Sponsor:	
3. Strategic Objective: IO.2 Provide "one-stop" shopping with quality solutions for all IT products and services	
4. Measure: ***OIT "Market Share":*** **Percent of TSA IT purchases spent through OIT**	
5. Measure Intent: Indicator of how often customers choose to use OIT products and services to meet their IT needs.	
6. Measure Definition & Guidance: Dollar amount of IT spending controlled by OIT divided by dollar amount of total IT spending.	
Data Availability	
7. Assessment of Data Availability: Available	
If Available	**If Not Available**
8. Source: CFO's office **9. Reporting Frequency:** Quarterly **10. Measurement Owner:** Mike Karas / John Manning	**11. When data will be available:**
12. Steps needed to establish or improve capability to measure: The CFO's office provided copies of all PRs to the CIO EPMO at the same time they were forwarded to acquisitions. The EPMO captured all of the funds being spent on IT TSA-wide and associated those projects with programs, etc. This will be the process going forward. OIT has also asked for a report of approximately 50 object codes that would indicate IT expenses in them. A determination has been made that the dollars expended for equipment (ETDs, EDSs, etc) will **not** be counted in this number as they are more accurately designated as capital expenditures.	
Targets	
13. Target Setting Approach: Improvement over baseline.	
14. Benchmark Data and Sources: TBD	
15a. FY03-04 Target: TBD	**15b. FY05 Target:** TBD	**15c. FY06 Target:** TBD
Notes	
16. The original measurement included dollars expended on equipment (ETDs, EDSs, etc) and was, therefore, determined to be unreliable. Consequently, the data for Q2 will be used as baseline.	
Data Elements	
17a. Data Element 1: Dollar amount of IT spending managed by OIT The dollar amount of IT spending controlled by OIT is spending that is spent directly by OIT or through contracts managed by OIT. **17b: Source:** CFO's office **17: Point of contact:** Mike Karas	

17d: Reporting frequency: Quarterly 17e: Assessment of availability: Available 17f: If not available, when data will be available:
18a. Data Element 2: Total IT spending The total amount of IT spending in TSA includes OIT spending, HR IT Programs, and other IT spending that does not fall into those categories. Money is considered "spent" if it is obligated by TSA (signed PR's). 18b: Source: CFO's office 18c: Point of contact: Mike Karas 18d: Reporting frequency: Quarterly 18e: Assessment of availability: Available 18f: If not available, when data will be available:

IT Measures Detail Template

11.0 BUSINESS REQUIREMENTS SATISFACTION

Identifying Information		
1. Perspective: Internal IT Operations		**2a. Measure ID:** IO.1.3
2b. Measure Sponsor: Becky West		
3. Strategic Objective: IO.1 Effectively plan to meet customer needs		
4. Measure: *Business Requirements Satisfaction:* Percent of business req. satisfied		
5. Measure Intent: Indicator as to whether or not OIT has delivered on the documented business requirements.		
6. Measure Definition & Guidance: 1-{(total # of criteria met) / [(#of projects)(# of criteria)]}		
Data Availability		
7. Assessment of Data Availability: Not Available		
If Available	**If Not Available**	
8. Source: LOB/PCO PMs **9. Reporting Frequency:** Quarterly **10. Measurement Owner:** Becky West	**11. When data will be available:** Preliminary data will hopefully be available Q2	
12. Steps needed to establish or improve capability to measure: Targets and data will be established at a later date. Current measures will not be used to determine incentives.		
Targets		
13. Target Setting Approach: Expert Opinion		
14. Benchmark Data and Sources: QA Audit from Bob Orazi		
15a. FY03-04 Target: 30% and baseline information	**15b. FY05 Target:** TBD	**15c. FY06 Target:** TBD
Notes		
16. Data collection effort underway to identify list of projects currently under the purview of OIT. Preliminary list should be a combination of projects identified by Becky West's group and QA group led by Bob Orazi. Once project universe has been identified, the working group will need to get a list of all business requirements for each project and		

determine how many requirements have been met for each project.
Data Elements
17a. Data Element 1: List of Projects **17b: Source:** (Short-term) ITMS Project List (Long-term) Need to define full body of work **17: Point of contact:** (Short-term) PCO office/Shelly Myers **17d: Reporting frequency:** Weekly **17e: Assessment of availability:** Available **17f: If not available, when data will be available:**
18a. Data Element 2: Project Business Requirements **18b: Source:** LOB/PCO Project Managers **18c: Point of contact:** LOB/PCO Project Manager identified on ITMS Project List **18d: Reporting frequency:** Monthly **18e: Assessment of availability:** Unclear **18f: If not available, when data will be available:**
19a. Data Element 3: Business Requirements Criteria The criteria are as follows: • Existing Methods and Procedures • Users' Functional Requirements • Users' Information Needs • Sensitivity of Data • Interface Requirements • Technical Requirements **19b: Source:** SDLC **19c: Point of contact:** Mike Karas **19d: Reporting frequency:** Quarterly **19e: Assessment of availability:** Available **19f: If not available, when data will be available:**

IT Measures Detail Template
12.0 CVI: SATISFACTION

Identifying Information	
1. Perspective: Customer Value	**2a. Measure ID:** CO.1.1
2b. Measure Sponsor: Chris Allen	
3. Strategic Objective: CO.1 Develop and maintain collaborative partnerships with our customers	
4. Measure: *Customer Value Index:* CVI, Satisfaction	
5. Measure Intent: The CVI is a customer survey that covers various aspects of OIT performance including quality, timeliness, responsiveness, and confidence in OIT.	
6. Measure Definition & Guidance: CVI is developed from survey data. The survey will contain questions on many different dimensions of the customer relationship with OIT, including collaboration. (See Metric Calculations Below). Accompanying the survey results will be an Action Plan and recommendations designed to move the CVI score (and/or its component parts) in a positive direction (i.e., higher).	
Data Availability	

7. Assessment of Data Availability: Available	
If Available	If Not Available
8. Source: Feedback Form 9. Reporting Frequency: Every 6 months 10. Measurement Owner: TBD; Possibly the IT Mgt & Policy Office.	11. When data will be available: No current plans to routinely collect this data.
12. Steps needed to establish or improve capability to measure:	

Targets

13. Target Setting Approach: The CVI is intended to measure and baseline the current OIT customer satisfaction. **Customer Satisfaction = Quality + Timeliness + Responsiveness + Confidence**		
14. Benchmark Data and Sources: TBD		
15a. FY04 Target: Will be determined once baselined data has been provided.	15b. FY05 Target: TBD	15c. FY06 Target: TBD

Notes

16. The following metrics will be used in calculating the CVI data. Please note, until the initial survey is complete and the data has been compiled and reported, the target will remain TBD.

12.1 **Customer Satisfaction = Quality + Timeliness + Responsiveness + Confidence**

- Product/Content Quality = Format + Reliability + Timeliness + Completeness + Accuracy
- Timeliness = System Reliability + Speed of Operation + Ease of Use + Professional Support + Availability of Product/Service + Ordering Process
- Responsiveness = Professional Support + Transaction Safety + Product/Content Quality + Availability of Product/Service + Ordering Process
- Confidence = Repeat customer + Will Recommend Others + Product/Content Quality + Timeliness + Responsiveness + Availability of Product/Service + Ordering Process

Data Elements

17a. Data Element 1: Quality
17b: Source: Pilot Feedback Form
17: Point of contact: Marina Portnoy / Gretchen McDermott
17d: Reporting frequency: Every 6 months
17e: Assessment of availability: NA
17f: If not available, when data will be available: Baseline data available March 2004

18a. Data Element 2: Timeliness
18b: Source: Pilot Feedback Form
18c: Point of contact: Marina Portnoy / Gretchen McDermott
18d: Reporting frequency: Every 6 months
18e: Assessment of availability:
18f: If not available, when data will be available: Baseline data available March 2004

19a. Data Element 3: Responsiveness
19b: Source: Pilot Feedback Form
19c: Point of contact: Marina Portnoy / Gretchen McDermott
19d: Reporting frequency: Every 6 months

PMO will provide reasons group them into common themes for overall reporting purposes. Projects will also be stratified by group (applications, infrastructure, etc.)

ON-BUDGET
Total Budget minus Actuals minue Estimate to Complete (ETC)

The total budget dollar value on contract is the original estimation of project cost, less budget already expended (actuals), less the ETC. The ETC, updated monthly, is the estimated cost to complete the project.

The on-budget data will be calculated utilizing the Green, Yellow, Red process described in schedule. The variance of 10%, up to 20% and greater than 20% will be based on the the total budget as described in the on-budget calculation. A single program on-budget number will be calculated across all projects by calculating the number of projects that are on-budget divided by the total number of projects.

Data Availability

7. Assessment of Data Availability: Available

If Available	**If Not Available**
8. Source: Quad Charts **9. Reporting Frequency:** Bi-weekly **10. Measurement Owner:** PCO/PMO – Steve Larsen	**11. When data will be available:**

12. Steps needed to establish or improve capability to measure:

1. OIT PCO and Unisys PMO develop specific data collection processes for selected projects and training project managers.

Targets

13. Target Setting Approach:

14. Benchmark Data and Sources: OMB standard is that projects should be within 10% of cost and schedule

15a. FY03-04 Target:	**15b. FY05 Target:**	**15c. FY06 Target:**
80% on-schedule, on-cost	85% on schedule, on cost	90% on-schedule, on cost

Notes

16.

Data Elements

17a. Data Element 1: Project Schedule data
17b: Source: Bi-weekly PCO quad charts
17: Point of contact: Andrew Anderson
17d: Reporting frequency: Bi-weekly
17e: Assessment of availability: Available
17f: If not available, when data will be available:

18a. Data Element 2: Project Cost data
18b: Source: Bi-weekly PCO quad charts
18c: Point of contact: Andrew Anderson
18d: Reporting frequency: Bi-weekly

19e: Assessment of availability:
19f: If not available, when data will be available: Baseline data available March 2004
20a. Data Element 1: Confidence
20b: Source: Pilot Feedback Form
20: Point of contact: Marina Portnoy / Gretchen McDermott
20d: Reporting frequency: Every 6 months
20e: Assessment of availability:
20f: If not available, when data will be available: Baseline data available March 2004

IT Measures Detail Template
13.0 PROJECTS ON-TIME/ON-BUDGET

Identifying Information	
1. Perspective: Internal IT Operations	**2a. Measure ID:** IO.2.2
2b. Measure Sponsor: Mike Przepiora, Chris Allen	
3. Strategic Objective: IO.2 Provide "one-stop" shopping with quality solutions for all IT products and services	
4. Measure: ***Projects On-time/On-budget:*** **Percent of projects on budget and/or on schedule within a 10% variance**	
5. Measure Intent: Indicator of OIT ability to plan and manage projects within the parameters established at the outset of the project.	
6. Measure Definition & Guidance: Currently, OIT only has the capability to track this information for projects under ITMS. Due to the infrastructure and effort required to collect data, for the first quarter of FY04, the scope of data collection for this measure will be limited to projects for which the Program Control Office is currently producing bi-weekly quad charts. The time period on which data will be based is October through December 2003. The measure will be calculated as follows: ON-TIME Based on the Quad Chart assessment in the schedule quadrant, the number of Projects that are green divided by the Total Number of Projects. The Quad Chart color schema consists of the following colors: Green projects are within a 10% variance of the project baseline, yellow projects are within a 20% variance of the project baseline and red projects vary more than 20% from the project baseline. Determination of a whether a project schedule is green will be decided jointly by the ITMS PCO and the Unisys PMO. The team will examine three criteria for this determination: 1. Was a contract in place to perform the work IAW the schedule? 2. Was funding available to perform the work? 3. Was the schedule baselined between all parties? For projects that do not receive an on-time report, the ITMS PCO and Unisys	

18e: Assessment of availability: Available
18f: If not available, when data will be available:
19a. Data Element 3: Total number of ITMS Projects
19b: Source: Quad Charts
19c: Point of contact: Andrew Anderson
19d: Reporting frequency: Bi-weekly
19e: Assessment of availability: Available
19f: If not available, when data will be available:

Appendix E

Service Domain Owner List

Appendix E – Service Domain Owner List

Listed below are the service domains, the associated TSA service domain owner, and the Unisys Point of Contact for each service domain:

Service Domain	Service Domain Owner	Unisys Point of Contact
Operations and Maintenance	Assistant Director, Systems Engineering and Operations	Unisys Operations Director
Security	TSA Information Security Officer	Unisys Information Security Officer
Project Level	Chief, Program Control Office	Unisys Manager, PMO
ITMS Level	Assistant Director, Program Support	Deputy Director, Solutions Delivery
Director's Survey	TSA Performance Manager	Unisys Deputy Program Director

Appendix F

Service Domain Evaluation Scoring Criteria

Appendix F – Service Domain Evaluation Scoring Criteria

Each month, and for each quarter, the service domain owner will assign a rating from 1 to 100 that reflect their evaluation of performance of services on the service domain. The service domain owner may take into account any or all of the following:

- ***Technical performance:*** Does the technical performance meet contractual requirements for services provided?
- ***Responsiveness:*** How responsive is the contractor to TSA?
- ***Customer satisfaction:*** What is the level of customer satisfaction with services provided within the service domain?
- ***Cost effectiveness:*** Is the service provided cost competitive with other providers? Have the costs been reduced over the life cycle of service provision?

The service domain owner may also take into account the adequacy of objective measurement framework as indicated by the following criteria; over time:

- Are all services and applications provided under the contract within the service domain measured?
- Does the performance measurement and reporting framework provide adequate visibility into the level of service provided by Unisys? For example, is service information provided by location and/or time period?
- Do the thresholds and measurement definitions reflect industry standards as applicable to the TSA environment?
- Do the measures demonstrate that the contractor is meeting customer requirements and addressing business needs?
- Are issues identified within the service domain performance management program addressed and mitigated in a timely/acceptable manner?
- Have the performance measures have been validated and verified?
- Does the improvement plan is place for the service domain comprehensive and is the schedule aggressive but realistic?
- Is the contractor meeting or exceeding the schedule of the improvement plan?
- Has performance in the service domain resulted in its referral to contracts for consideration?

Other contractual objectives and requirements relevant to the performance measurement and incentive program may be considered as well.

The service domain owner provides a short justification for the rating, using the criteria listed above and the table below:

Rating	Description
96-100	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides significant additional business value.
91-95	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides moderate additional business value.
86-90	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides minimal additional business value.
80-85	(1) Performance clearly meets ITMS contractual requirements and objectives; and (2) Clearly meets TSA expectations based on these requirements and objectives.
70-79	(1) Performance generally meets ITMS contractual requirements and objectives; and (2) Significantly to moderately meets TSA expectations based on these requirements and objectives
Below 70	Performance does not meet ITMS contractual requirements and objectives; and/or TSA expectations based on contractual requirements or objectives.

Appendix G

Director's Survey

Appendix G – Director's Survey

Director's Survey Performance Measurement

The purpose of the Director's Survey is to provide a continuous and comprehensive evaluation of performance against the entire range of the ITMS managed services as articulated in the Statement of Objectives.

The OIT Directors, listed in the table below, will evaluate Contractor's performance in meeting TSA's objective against three evaluation factors.

Factor 1 - TSA ITMS Technical/Management Solution/Approach
Factor 2 – TSA ITMS Performance Metrics
Factor 3 – Cost Controls

Incentive Calculation

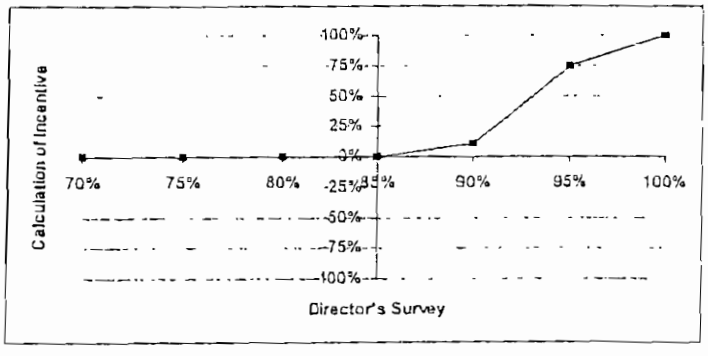
Using the table below, each Director will assess Unisys performance. This assessment will be performed each month, as well as for the quarter. In developing their quarterly scores, the Directors may take into consideration the scores for each month within the quarter. The quarterly score is not limited to calculating the three monthly score average, but can take into account how the quarters performance is evaluated as a whole.

Customer	Evaluation Factor		
	Technical/Mgmt /Solution/Approach	Performance Metrics	Cost Controls
Director Aviation Operations			
Director Executive IT			
Director Executive Programs			
Director Support Systems			
Chief Information Technology Officer			
Chief Information Security Officer			
Director IT Management & Policy			
Director Solutions Delivery			
Deputy Director Solutions Delivery			
Average Score			
Final Score			

TSA ITMS ratings focus on the strengths and weaknesses of the contractor's technical and management performance. Assigned ratings will reflect the Director's performance assessment against TSA ITMS objectives.

Rating	Description
96-100	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides significant additional business value.
91-95	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides moderate additional business value.
86-90	Performance exceeds ITMS contractual requirements and objectives; and TSA expectations based on these requirements, and provides minimal additional business value.
80-85	(1) Performance clearly meets ITMS contractual requirements and objectives; and (2) Clearly meets TSA expectations based on these requirements and objectives.
70-79	(1) Performance generally meets ITMS contractual requirements and objectives; and (2) Significantly to moderately meets TSA expectations based on these requirements and objectives
Below 70	Performance does not meet ITMS contractual requirements and objectives; and/or TSA expectations based on contractual requirements or objectives.

The quarterly final score would be plotted using the graph below to determine the Director's recommended incentive. For example if the Directors' quarterly final score was 95%, then 75% of the incentive would be recommended. Likewise, if the Director's quarterly final score was 80%, then the recommended incentive would be 0%. For complete mapping of quarterly score to an incentive recommendation, see Appendix C.



Paragraph G.1

In addition to the numerical score, each director will provide feedback in the form of comments to offer an explanation to support their assessment of contractor performance.

Paragraph G.2 ITMS Statement of Objectives

TSA desires a contractor that brings not just seats, but the expertise to identify, implement, and manage the most effective and efficient application and use of information technology to meet the TSA's mission. TSA requires, under an information technology managed services arrangement, information technology, telecommunications, and related services to provide and manage an architecture and information technology infrastructure that is timely, standard, stable, reliable, secure, flexible, responsive, compliant, and cost-effective in meeting the needs of the TSA and its stakeholders. Throughout the life of this agreement, the TSA ITMS Contractor is encouraged to seek ways to incorporate innovative and emerging technologies, that in the most economic and efficient manner and with a view to return on investment objectives, improve both information technology system performance and (more importantly) support and improve TSA's mission performance.

The objective of the ITMS requirement is to quickly, efficiently, effectively, and economically provide and maintain a standard information technology platform and infrastructure to support Transportation Security Administration (TSA) employees in meeting the TSA's mission. As such, the objectives of this program as defined in the SOO are to:

a. Receive under a performance-based arrangement, highly reliable, and secure IT managed services and support that meets or exceeds customer requirements and expectations.

b. Establish a partner-focused working relationship with TSA.

c. Continuously seek ways to apply information technology to improve TSA's mission performance.

d. Demonstrate improved performance, reliability, security, and reduced cost of the delivered service throughout the life of this effort.

e. Establish a contract arrangement that easily accommodates change, given the dynamics of establishing a new agency.

f. Maintain the highest level of service consistent with cost effectiveness. Be able to provide audit and oversight activities capable of establishing convincing proof that the TSA is receiving superior service at a fair and reasonable price.

g. Provide an effective and efficient management information system that provides insightful, accurate, and timely information, as well as data on program status and performance reporting.

h. Develop, implement, and maintain appropriate inventory, security, quality control, architecture standards, and reporting requirements.

i. Develop and provide a system that supports TSA's compliance with government standards and requirements (e.g., Clinger-Cohen architecture and program oversight, security, etc.).

j. Receive appropriate data rights as well as cooperation for any transition to another provider in order to ensure continuity of service in the unlikely event of contract termination or upon contract re-competition.

k. Effectively utilize subcontract and teaming arrangements, including use of small, small disadvantaged, women-owned, veteran-owned, HUB zone, and service-disabled veteran businesses.

Paragraph G.3 Evaluation Criteria

The Government will evaluate the Contractor's performance in achieving the TSA's objectives against the following evaluation factors. The Directors will provide a monthly numerical rating for three of the five original evaluation criteria that were used to award the contract. The evaluation factors are listed below:

- Factor 1 - TSA ITMS Technical/Management Solution/Approach
- Factor 2 – TSA ITMS Performance Metrics
- Factor 3 – Cost Controls

The evaluation criteria are further explained in the following paragraphs.

Paragraph G.3.1 Technical/Management Solution/Approach

The technical/management solutions/approaches will be evaluated for quality and evidence of the extent to which the Contractor's performance has and will achieve TSA ITMS objectives. The evaluation will include assessments that the solutions adhered to sound engineering, design, and management practices, and that the solutions reflected an in-depth understanding of the program's objectives, environment, and constraints and were customer focused. Evidence of the quality of the technical/management solutions/ performance include:

(a) Comprehensive performance work statements and contract work breakdown structures that identifies the services to be delivered to meet the program and mission requirements set forth in the Statement of Objectives (SOO).

(b) Sound technical performance that clearly demonstrate how contractor performance delivered timely, standard, stable, reliable, secure, flexible, responsive, compliant, and cost-effective services to meet the needs of the TSA and its stakeholders.

(c) Sound partnering approach to management that demonstrated the ability to aggressively identify and apply information technology solutions to TSA's business processes. The management approach provided:
   - Highly qualified and experienced key personnel with a proven track record of success in providing large, enterprise-wide managed services under performance-based arrangements.
   - Clear lines of communication between the Contractor's team and the Government for timely problem identification, mitigation, and resolution.
   - Clearly demonstrated successes.
   - Active and continuing participation and involvement of senior corporate executives in ensuring the success of this program.

(d) Contractor validated processes and procedures that ensured high quality performance, e.g., ISO 9000 type or other quality certifications, Software Engineering Institute (SEI) Capability Maturity Model (CMM) level three or higher certification for software

development, additional SEI CMM certifications (e.g., systems engineering, acquisition, information assurance, integration, etc.).

Paragraph G.3.2 TSA ITMS Performance Measures and Metrics

The offered and utilized performance metrics and service level agreements (SLAs) will be evaluated for the extent that they:

(a) Are comprehensive in their ability to quantify, measure, track, and report operational performance relating to both system and management performance, as well as achievement of the TSA's objectives and business results,
(b) Identify the highest level of service consistent with cost effectiveness,
(c) Are tied to performance incentives that are directly related to meeting or exceeding mission-critical performance metrics.

Paragraph G.3.3 Cost Controls

Each Contractor's invoices will be evaluated based on the following:

(a) Evaluation of invoiced price/cost against proposed cost.
(b) Reasonableness: Reasonableness will be determined by comparing all, or a representative sample, of the invoiced prices/costs to industry average rates and/or rates from other contracts for similar work, etc.
(c) Realism: A realism assessment will be accomplished by technical review and evaluation of the skill mix, specific hours, and material kinds and quantity for each identified CLIN/SubCLIN in the Contractor's invoice amounts. The intent of the evaluation is to determine whether the estimated invoice are realistic for the work performed; reflect a clear understanding of the requirements; and are consistent with the approach described in the Contractor's accepted technical solution.
(d) Cost Risk: The Government will evaluate the risk associated with pricing schemes. Risk may be determined by whether the project was completed on time and within budget.

Appendix H

Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions

Appendix H – Service Domain Service Level Agreements and Performance Measurement Subplan Descriptions

Appendix H is comprised of three subappendices associated with the service domains as shown below:

- Appendix H-1 contains O&M Service Level Agreements
- Appendix H-2 contains Security Service Level Agreements
- Appendix H-3 contains ITMS Level Service Level Agreements

Appendix H-1 O&M Service Level Agreements

The Operations and Maintenance Service Level Agreements are shown below:

SLA #	SLA	SLA Description
Engineering		
OM-AVL-11	Infrastructure Maintenance – Repair/Return to Service	Repair/Return to Service for LAN/WAN
OM-AVL-12	Hosted Application Incident Response	Elapsed time from initial call to the SPOC that identifies the application outage to the time the customer has been notified via the TSA-CIO Operations Duty Cellphones (Primary or Secondary).
OM-AVL-13	IP Service Availability – CONUS, OCONUS	WAN availability
OM-ENG-3	Voice over IP	Percentage of time end to end IP is available
OM-ENG-5	RAS/VPN	Percentage of time RAS/VPN service is available
Servers		
OM-ENG-8	Exchange Service	Percentage of time exchange services are available
OM-AVL-10	Server Availability	Stand alone server availability
Provisioning		
OM-PROV-1	Desktop/Laptop provisioning to HG	Interval from WOS release to in service
OM-PROV-2	Desktop/Laptop provisioning to Field	Interval from WOS release to in service
OM-SERV-2	Wireless Service	Multiple performance metrics for wireless service in a single SLA
Operations		
OM-OPS-1	SPOC	SPOC speed-to-answer
OM-CUST-6	SPOC	Customer satisfaction survey
OM-OPS-4	ACS Apps	ACS application availability
OM-OPS-5	Enterprise Apps	Enterprise application availability
OM-CUST-5	SPOC	SPOC call abandon rate
OM-OPS-7	Seat Assets	MTTR for Seat Assets
OM-CUST-7	Single Point of Contact – Total First Call Fix Rate	First Call Fix Rate is calculated by dividing (1) the number of End User problems for which Unisys has resolution responsibility resolved by the Help Desk on the first call from the End User, by (2) the total number of End User problems resolved by the Help Desk (excluding calls requiring transfer to a higher level Unisys resource, TSA or a third party for resolution).
OM-CUST-8	24x7 On Site Support	Conduct monthly service quality surveys with key on site TSA stakeholders to assess overall satisfaction with services and on-going support requirements

SLA #	SLA	SLA Description
OM-DEP-5	Deployment – Site	Comparison of the baseline deployment schedule start date to the actual start date for each site deployment.

1. ITMS Objective:	SLA #: OM-AVL-11
2. **Service Name:** Infrastructure Maintenance – Repair/Return to Service	
3. **Service Description:** Infrastructure maintenance service to repair or return to service for the IT LAN and WAN.	
4. **Applicable Service Delivery Points:** All TSA locations with ITMS Program assets under managed service.	
5. **Levels of Service:** *Standard: Principal period of maintenance is Sunday to Saturday 0800 to 1700 local time, 365 days per year.* WAN Routers located at large, medium, and small-sized airports, and FSD locations, as well as service centers, time to restore/repair is four (4) hours. *High Availability: PPM is Sunday to Saturday 0000 to 2400 local time, 365 days per year.* WAN Routers located at Hosting Centers, the Command Center, Inter-Agencies, TSA Headquarters, and Operations Centers, time to restore repair is two (2) hours.	
6. **Performance Category:** Mean Time to Repair Cycle Time	
7. **Performance Measure Description:** Amount of elapsed time from initial call for service to repair/restoral of service for seat assets.	
7 a. Who: Unisys PMO	7 b. **Frequency:** Performance is measured per service request. Measurements are consolidated and will be presented monthly.
7 c. **Where Measured:** SPOC Call Management System or Service Request Management System	7 d. **How Measured:** The Mean Time to Repair is the elapsed time from initial call for service to repair/restoral of service based on ticket closure.
8. **Performance Standard/Level of Service:** 1. 90% of the time the Unisys Team will meet repair/restoral of service performance standard for all WAN routers, assuming facility access is available. 2. Unisys will manage all WAN repair/restoral of service incidents and ensure that no service disruption exceeds two (2) times the SLA performance standard by service level after the first six (6) months of operations.	

1. ITMS Objective:	SLA #: OM-AVL-12
2. Service Name: Hosted Application Incident Response	
3. Service Description: Responding to hosted application outages. A complete list of applications is defined in a separate document called "TSA Applications for Service Level Agreement AVL-12". As additional applications are developed for implementation in the Hosting Center, these shall be automatically covered by this SLA.	
4. Applicable Service Delivery Points: Hosting Center	
5. Levels of Service: • Standard- Business Hours of Operation: Monday through Friday 7:00am to 8:00pm Eastern Time. • Mission Critical- 24x7x365	
6. Performance Category: Cycle Time	
7. Performance Measure Description: The SPOC will notify the customer via phone call to the TSA-CIO Operations Duty cellphone (Primary or Secondary numbers) of application outages called to the SPOC. The customer must be available at time of notification. A high-level application outage resolution plan will be provided to the customer via phone call to the TSA-CIO Operations Duty cellphone (Primary or Secondary numbers).	
7 a. Who: SPOC	7 b. Frequency: Service to be measured weekly; summarized and reported on a monthly basis.
7 c. Where Measured: SPOC	7 d. How Measured: Elapsed time from initial call to the SPOC that identifies the application outage to the time the customer has been notified via the TSA-CIO Operations Duty Cellphones (Primary or Secondary). Same for notification of the high-level application outage resolution plan. Customer must be available.
8. Performance Standard/Level of Service: *Standard:* * 100% of the time, notification of identified hosted application outage incident will occur within 30 business minutes (customer must be available at time of notification). * A high-level application outage resolution plan will be will be provided to the customer within 4 business hours from identification of the hosted application outage incident *Mission Critical:* * 100% of the time, notification of identified hosted application outage incident will occur within 15 business minutes (customer must be available at time of notification). * A high-level application outage resolution plan will be provided to the customer within 2 business hours from identification of the hosted application outage incident	

	SLA #: OM-AVL-13
2. Service Name: IP Service Availability – CONUS, OCONUS	
3. Service Description: Monitor and manage WAN availability and performance	
4. Applicable Service Delivery Points: All CONUS, OCONUS locations with WAN connectivity	
5. Class / Level of Service: • *Standard:* Single circuit and single router at one end • *High Availability:* Redundant circuit and single router at one end • *Mission Critical:* Fully redundant circuit, fully redundant router at both ends	
5a. Service Hours: Service Hours for the Period are defined as follows for each Class of Service. • Standard: o 24 hours x Number of days within the period o Excluding approved planned/scheduled maintenance windows • High Availability: o 24 hours x Number of days within the period o Excluding approved planned/scheduled maintenance windows • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows	
6. Performance Category: Availability	
7. Performance Measure Description: • Availability is calculated for each component is based on the following calculation: ((Total number of service hours for the Class) – (Total outage duration in hours for the period)) (Total number of Service Hours for the Class) • A component is defined as the individual WAN site for all classes of service. • Within each class of service, 100% of the components must achieve the Minimum Availability target listed in section 8. • Within each class of service, the percentage of total number of components must achieve the Primary Availability target listed in section 8. Total number of components within class of service achieving the primary or minimum availability target --- Total number of components within the class of service • Both Performance targets for all Class of Services must be achieved in order to meet the Service Level Agreement.	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly report

7 c. Where Measured: Network Operations Center	7 d. How Measured: Systems Monitoring Software (Concord) will determine router path availability and latency on a 5 to 15 minute interval. Availability will be measured and reported based on validated events. Systems Monitoring Software (Concord) will determine router path availability and latency on a 5 to 15 minute interval. Availability will be measured and reported based on validated events. Interim measurement of latency for each component includes additional management latency due to the location of the monitoring. Average management latency will be calculated monthly and removed from the component latency results. The initial approach to provide true latency was not feasible due to security restrictions on the network. True latency measurement will be planned and implemented before the end of quarter. TSA requires real-time visibility into the Network Management Tools.

8. Performance Targets/Levels of Service:

CONUS Performance

- Standard:
  - 99.9% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13 for Minimum and Primary IP availability
- High Availability:
  - 99.99% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13 for Minimum and Primary IP availability
- Mission Critical:
  - 100% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13 for Minimum and Primary IP availability

Service	Standard	High Availability	Mission Critical
Primary IP Availability	99.9%	99.99%	99.999%
Minimum IP Availability	99.0%	99.0%	99.999%
Average Latency – Round Trip (router to router)	< 140ms	< 120ms	< 100ms
Circuits	Single	Fully Redundant	Fully Redundant
Routers	Single	Single	Fully Redundant

Table AVL13

OCONUS Performance

- Standard:
  - 95% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13-1 for Minimum and Primary IP availability
- High Availability:
  - 98% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13-1 for Minimum and Primary IP availability
- Mission Critical:
  - 100% of the WAN sites will achieve the Primary IP Availability target
  - 100% of the WAN sites will achieve the Minimum IP Availability target
  - Refer to Standard column in table AVL13-1 for Minimum and Primary IP availability

Service	Standard	High Availability	Mission Critical
Primary IP Availability	99.0%	99.90%	99.99%
Minimum IP Availability	95.0%	99.0%	99.99%
Average Latency – Round Trip (router to router)	< 250ms	< 200ms	< 150ms
Circuits	Single	Fully Redundant	Fully Redundant
Routers	Single	Single	Fully Redundant

Table AVL13-1

1. ITMS Objective: a) Receive Under a Performance-Based Arrangement, Highly Reliable, and Secure, IT Managed Services and Support that meets or exceeds client requirements and expectations.	SLA #: OM-ENG-3
2. **Service Name:** Voice over IP (VoIP)	
3. **Service Description:** Reliable end-to-end VoIP services	
4. **Applicable Service Delivery Points:** All TSA locations utilizing Voice over IP services	
5. **Class / Level of Service:** Standard or diverse (dual access)	
5a. **Service Hours:** Service Hours for the Period are defined as follows for each Class of Service. o 24 hours x Number of days within the period o Excluding approved planned/scheduled maintenance windows	
6. **Performance Category:** High reliability VoIP services	
7. **Performance Measure Description:** The percentage of time the end-to-end VoIP is available	
•	
7 a. **Who:** The NOC employs monitoring tools that record VoIP outages. Also, Help Desk staff will record outages reported by users.	7 b. **Frequency:** Monthly Report
7 c. **Where Measured:** Network Operations Center	7 d. **How Measured:** The NOC monitoring tools record outages experienced by the WAN backbone or access circuits and record those events and total elapsed time of the outage. SNMP agents reside in the source and destination router provided as part of Cisco IOS software. The SNMP agents receive requests from the source and destination router depicted upon the MIB/MIB II variable.
8. **Performance Targets/Levels of Service:** • The Call Manager VoIP system shall be fault tolerant, with a small likelihood of failure (99.999 % availability). • SLA system availability to make calls within the Gateway, in and between Call Managers will meet a 99.999% availability • Ability to make calls out of a Gateway will meet a 99.999% availability; dependent upon working operational telephone service via the PSTN • Phone service will match telecom provider service levels not to be below 99.6% • Sufficient capacity must be available to minimize the likelihood of call blocking and call disconnects to meet a 98% grade of service • End to end delay times shall be less than 150 milliseconds (ms)	

1. ITMS Objective: a) Receive Under a Performance-Based Arrangement, Highly Reliable, and Secure, IT Managed Services and Support that meets or exceeds client requirements and expectations	SLA #: OM-ENG-5
2. Service Name: Remote Access Service/VPN Availability	
3. Service Description: Effective Management of the RAS/VPN Infrastructure	
4. Applicable Service Delivery Points: All TSA remote users	
5. Class / Level of Service: • One service level	
5a. Service Hours: Service Hours for the Period are defined as follows for each Class of Service. • Standard: o 24 hours x Number of days within the period o Excluding approved planned/scheduled maintenance windows • High Availability: o 24 hours x Number of days within the period o Excluding approved planned/scheduled maintenance windows • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. Performance Category: High reliability remote access services	
7. Performance Measure Description: The percentage of scheduled time RAS/VPN service is available	
•	
7 a. Who: The NOC employs monitoring tools that record RAS/VPN outages. Also, Help Desk staff will record outages reported by users.	7 b. Frequency: Monthly Report
7 c. Where Measured: Network Operations Center and Help Desk	7 d. How Measured: The NOC monitoring tools record outages experienced by the WAN backbone or access circuits and record those events and total elapsed time of the outage. SNMP agents reside in the source and destination router provided as part of Cisco IOS software. The SNMP agents receive requests from the source and destination router depicted upon the MIB/MIB II variable. Trouble tickets that are coded as RAS/VPN outages are queried to compute the total outage time. A weighted average is used to compute the impact of partial outages.
8. Performance Targets/Levels of Service: o 99.99 percent	

1. ITMS Objective:	SLA #: OM-ENG-8 (Availability)
2. Service Name: Exchange Service Availability	
3. Service Description: Monitor and manage Exchange application availability on the server(s)	
4. Applicable Service Delivery Points: All clustered servers running Microsoft Exchange	
5. Class / Level of Service: • *Mission Critical:* Exchange resides on server(s) with full external redundancy (automated failover to a separate server/service configuration or clustered servers).	
5a. Service Hours: • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. Performance Category: Availability	
7. Performance Measure Description: Total uptime of the Exchange application – Total downtime Exchange application. Total number of Accountable Service Hours for Exchange application.	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly report
7 c. Where Measured: Network Operations Center	7 d. How Measured: NetIQ agents on the Exchange Server(s) will determine Exchange application availability on a 15 minutes interval. Availability will be measured and reported to TSA, based on the chosen Exchange counters.
8. Performance Targets/Levels of Service: • *Mission Critical:* 99.999% availability.	

9. Level of Service:

Service	State	Reason to Monitor
Cluster Service	Started	Required for the cluster.
Microsoft Exchange Event	All started	Required for Exchange
Microsoft Exchange IMAP4		
Microsoft ExchangeInformation Store		
Microsoft Exchange MTA Stacks		
Microsoft Exchange POP3		
Microsoft Exchange Routing Engine		
Microsoft Exchange Site Replication Service		
Microsoft Exchange System Attendant		
Microsoft Search		
Microsoft Exchange Information Store		
Microsoft Exchange Management		

1. ITMS Objective:	SLA #: OM-AVL-10

2. **Service Name:** Server Availability

3. **Service Description:** Monitor and manage OS availability on the server(s)

4. **Applicable Service Delivery Points:** All managed servers (Wintel, Unix, Linux, etc.)

5. **Class / Level of Service:**

- *Standard.* Single standalone server with partial or no internal redundancy.
- *High Availability:* Single server with full internal redundancy (multiple processors, power supplies, data stores and network interface cards.)
- *GFE:* GFE will belong to the appropriate class/level of service depending on configuration. Exceptions can be made on a case by case basis after a business case has been made and it is jointly agreed to.

5a. Service Hours:

Service Hours for the Period are defined as follows for each Service.

- Standard:
  - 24 hours x Number of days within the period
  - Excluding approved planned/scheduled maintenance windows
- High Availability:
  - 24 hours x Number of days within the period
  - Excluding approved planned/scheduled maintenance windows
- Mission Critical:
  - 24 hours x Number of days within the period
  - Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance

6. **Performance Category:** Availability

7. **Performance Measure Description:**

- Availability is calculated for each component and is based on the following calculation:

$$\frac{\text{Total number of service hours} - \text{Total outage duration in hours for the period}}{\text{Total number of Service Hours}}$$

- A component is defined as an individual service for Standard or High Availability servers or on a redundant server hosting Mission Critical application or other services.
- Within each server, 100% of the components must achieve the Minimum Availability target listed in section 8.
- Within each server, the Primary Availability target listed in section 8 must be met.

$$\frac{\text{(Total number of Servers)}}{}$$

- Both Performance targets for all services must be achieved in order to meet the Service Level Agreement.

7 a. Who: Unisys PMO	7 b. Frequency: Monthly Report provided to TSA
7 c. Where Measured: Network Operations Center	7 d. How Measured: NetIQ agents on the Server(s) will determine server availability on a 15 minutes interval. Server availability will be measured and reported to TSA monthly.

8. **Performance Targets/Levels of Service:**

- Standard:
  - 90% of the servers will achieve Primary Availability target of 98%
  - 100% of the servers will achieve Minimum Availability target of 95%
- High Availability:
  - 95% of the servers will achieve Primary Availability target of 99.0%
  - 100% of the servers will achieve Minimum Availability target of 95%
- Mission Critical:
  - 100% of the server configurations will achieve Primary Availability target of 99.99%
  - 100% of the server configurations will achieve Minimum Availability target of 99.99%

1a. ITMS Objective:	SLA #: OM-PROV-1
1b. CIO Strategic Objective:	
2. Service Name: WOS H.Q. Desktop/Laptop Seat – Order "Release" to "In-Service and/or Availability" Interval	
3. Service Description: Monitor desktop/laptop delivery interval from approval/release of WOS Order to user in-service and/or availability date.	
4. Applicable Service Delivery Points: The SDP shall be as defined in the WOS Order for the user "seat" location.	
5. Class/Levels of Service: The "Standard" level of service for a desktop/laptop seat shall be five (5) NBD's following the date of Order (Day-0) release.	
5a. Service Hours: "Standard" service hours for completion are Monday – Friday (excluding Federal Holidays), 8:00am – 5:00pm.	
6. Performance Category:	
7. Performance Measure Description: The "standard" desktop/laptop SEAT availability interval for HQ users shall be no more than five (5) normal business days (NBD's) per "Seat".	
7 a. Who:	7 b. Frequency:
7 c. Where Measured: This SLA is applicable to all desktop/laptop "seat" Orders for TSA – HQ users at 601/701/1200 (Veridian Bldg) So. Hayes Street, Arlington, VA.	7 d. How Measured: The standard desktop/laptop "seat" availability interval for HQ users shall be measured as the number of normal business days (NBD's) elapsed from release of approved WOS Order to the UNISYS-UDC. The NBD following date of Order (Day-0) release shall be Day-1 with in-service/availability to complete by NBD Day-5 at 5:00PM. The seat in-service/availability shall be the documented SPOC install ticket resolution date. "Partial" completed seat Orders shall not be treated as successful.
8. Performance Standard/Level of Service: Successful completion of this SLA shall result when 95% of the total "Seats" meet the SLA of five (5) NBD's for the completion date(s) during the calendar month.	
9. Incentive/Disincentive: • Desktop/Laptop seat Orders that meet or exceed the 95% in-service and/or availability date for the report period shall be eligible for an incentive fee. • Desktop/Laptop seat Orders that are completed for in-service/availability within (1) NBD shall be counted as two (2) standard "seat" Order completions for the reporting period.	

1a. ITMS Objective:	SLA#: OM-PROV-2
1b. CIO Strategic Objective:	
2. Service Name: WOS Field Desktop/Laptop Seat – Order "Release" to "In-Service and/or Availability" Interval	
3. Service Description: Monitor desktop/laptop delivery interval from approval/release of WOS Order to user in-service and/or availability date.	
4. Applicable Service Delivery Points: The SDP shall be as defined in the WOS Order for the user "seat" location.	
6. Class/Levels of Service: The "Standard" level of service for a desktop/laptop seat shall be five (5) NBD's following the date of Order (Day-0) release.	
5a. Service Hours: "Standard" service completion hours are Monday – Friday (excluding Federal Holidays), 8:00am – 5:00pm.	
6. Performance Category:	
7. Performance Measure Description: The "standard" desktop/laptop SEAT availability interval for field users shall be no more than ten (5) normal business days (NBD's) per "Seat".	
7 a. Who:	7 b. Frequency:
7 c. Where Measured: This SLA is applicable to all desktop/laptop seat Orders for "Field" users at authorized TSA locations within CONUS and outside of the TSA Headquarters/Veridian sites.	7 d. How Measured: The standard desktop/laptop "Seat" availability interval for field users shall be measured as the number of normal business days (NBD's) elapsed from release of approved WOS Order to the UNISYS-UDC. The NBD following date of Order (Day-0) release shall be Day-1 with in-service/availability to complete by NBD Day-5 at 5:00PM. The seat in-service/availability shall be the documented SPOC install ticket resolution date. "Partial" completed seat Orders shall not be treated as successful.
8. Performance Standard/Level of Service: Successful completion of this SLA shall result when 95% of the total "Seats" meet the SLA of ten (10) NBD's with a completion date(s) during the calendar/report month.	
10. Incentive/Disincentive: • Desktop/Laptop seat Orders that meet or exceed the 95% in-service and/or availability date for the reporting period shall be eligible for an incentive fee. • Desktop/Laptop seat Orders that are completed for in-service/availability within two (2) NBD's shall be counted as two (2) standard "seat" Order completions for the reporting period.	

1 a. Objective:	SLA #: OM-SERV-2
1 b. CIO Strategic Objective:	
2. Service Name: Wireless Service	
3. Service Description: Provide Domestic and International cellular equipment and services for TSA. Provide a customer responsive cellular phone program that meets TSA Mission requirements.	
4. Applicable Service Delivery Points: All TSA locations supported by provider and sub-contractors.	
5. Levels of Service: Standard: Various. See #8, below.	
6. Performance Category: Service	
7. Performance Measure Description: Service levels will be graded based on the performance of the measurements A, B, C, D, E, F, G, I, and J.	
7 a. Who: Contractor and Sub-contractor	7 b. Frequency: Monthly
7 c. Where Measured: Various-see measures	7 d. How Measured: Monthly score equals the sum of measures A, B, C, D, E, F, G, I, and J

8. Performance Standard/Level of Service:

	Primary	Minimum	How Measured
A	98%	90%	Number of Outage Notifications that meet time thresholds Number of Outages
B	5 business days	7 business days	Delivery date of report to TSA
C	5 business days	7 business days	Delivery date of report to TSA
D	99% (3 business days)	95% (3 business days)	Number of Incidents that meet time thresholds Number of Incidents
E	95%	90%	Number of Requests that meet time thresholds Number of Requests
F	95%	90%	Number of Valid Feature Complaints Total Number of Features
G	95%	90%	Number Resets meeting the threshold Number of Reset Requests
I	95%	90%	Number Suspension Requests meeting threshold Number of Suspension Requests
J	99%	95%	Number Disconnection Requests meeting threshold Number of Disconnection Requests

Measure	Description	Primary (100%)	Minimum (75%)	Zero
A	Outage Notification	10.00%	7.50%	0%
B	Billing Detail	10.00%	7.50%	0%
C	Billing Quality	10.00%	7.50%	0%
D	Replacement of Cell Equipment	10.00%	7.50%	0%
E	NewEquipment	10.00%	7.50%	0%
F	Cellular Functions on NewEquipment	10.00%	7.50%	0%
G	Reset Cellular Options	10.00%	7.50%	0%
I	Cellular Service Suspension	15.00%	11.25%	0%
J	Cellular Service Disconnect/Termination	15.00%	11.25%	0%
Totals		100%	75%	0%

1 a. Objective:	Measure: A
1 b. CIO Strategic Objective:	
2. Service Name: Outage Notification	
3. Service Description: Availability of service in all geographical areas	
4. Applicable Service Delivery Points: All TSA locations supported by Provider and sub-contractors.	

5. Levels of Service: Standard: Notice of outage at any affected TSA site and time to repair via e-mail to TSA operations center and Wireless Program Manager with 1 hour. Exception: Planned maintenance activities that affect service must notify the TSA Operation Center and Wireless Program Manager at least 72 hours prior to outage start time.
6. Performance Category: Response Time
7. Performance Measure Description: Notification of outages

7 a. Who: Contractor/Subcontract - Provider Network Operations Center	7 b. Frequency: Monthly
7 c. Where Measured: Contractor/Subcontractor	7 d. How Measured: Elapsed time from incident

8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.

1 a. Objective:	Measure: B
1 b. CIO Strategic Objective:	
2. Service Name: Billing Detail - Providing Call Details	
3. Service Description: Management of Services and Internal Audits	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard	
6. Performance Category: Billing	
7. Performance Measure Description: To verify user usage with service provider. Call detail records may be required for internal audit upon request. Dependencies:	

7 a. Who: Provider Service Contact	7 b. Frequency: Monthly/within 5 business days from the end of the calendar month.
7 c. Where Measured:	7 d. How Measured: Analysis of individual elements in the invoice.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: C
1 b. CIO Strategic Objective: Monthly Report Delivery – Standard Reports	
2. Service Name: Billing Quality - Invoice analysis	
3. Service Description: Identification of Bill Disputes	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard	
6. Performance Category: Billing	
7. Performance Measure Description: Correction of bill errors identified including Site Codes (AHC), credits, cost of service and/or equipment. Dependencies:	

7 a. Who: Provider Service Contact	7 b. Frequency: Monthly/within 5 business days from the end of the calendar month.
7 c. Where Measured:	7 d. How Measured: Analysis if individual elements in the invoice.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: D
1 b. CIO Strategic Objective:	

2. Service Name: Service Delivery - Replacement of Cellular Equipment	
3. Service Description: Minimize user down time.	
4. Applicable Service Delivery Points: All end users with Cellular Phones	
5. Levels of Service: Standard: 95% of the time, Provider will deliver replacement equipment within 48 hours, 100% received within 72 hours.	
6. Performance Category: Cycle time	
7. Performance Measure Description: Time required between an approved TSA order to time of signature on shipping receipt. Dependencies: Lost or Stolen cellular equipment must have TSA Equipment Lost or Stolen report on file prior to approving and order for replacement equipment. Cycle time begins when order entered/approved into the WOS.	
7 a. Who: Provider Program Manager	7 b. Frequency: Monthly Report of new equipment
7 c. Where Measured: WOS	7 d. How Measured: Time of Approval in WOS to Signature Date on Shipping Receipt Document
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: E
1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Deployment – New Equipment	
3. Service Description: Provider cellular equipment and service that meets TSA mission requirement.	
4. Applicable Service Delivery Points:	
5. Levels of Service: Standard: 95% of the time, Provider will deliver new equipment and/or service within 10 days from date of order.	
6. Performance Category: Deployment	
7. Performance Measure Description: Time required between placing an order to time of delivery of equipment and/or service. Dependencies: • TSA management acceptance and approval of new equipment and/or service	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly Report of new equipment
7 c. Where Measured:	7 d. How Measured: Time of Approval in WOS to Signature Date on Shipping Receipt Document.
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: F
1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Services	
3. Service Description: Provide and maintain cellular phone service options as ordered	
4. Applicable Service Delivery Points: All new cellular phones orders provided to end users	
5. Class / Level of Service: Standard: 95% of ordered features appropriate for the devices and carriers will function.	
6. Performance Category: Service	
7. Performance Measure Description: Ordered services are functional.	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly
7 c. Where Measured: SPOC	7 d. How Measured: User complaints.

8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.

1 a. Objective:	Measure: G
1 b. CIO Strategic Objective:	
2. Service Name: Cellular Phone Service Resets	
3. Service Description: Provide basic cellular phone services to all phones.	
4. Applicable Service Delivery Points: All cellular phones provide by provider and sub-contractors.	
5. Class / Level of Service: Standard: Time of reset of service features shall meet 95% service reset by midnight if the request is received before 5:00pm EST, next business day (5:00pm EST).	
6. Performance Category: Service	
7. Performance Measure Description: Reset of service options as requested.	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Monthly
7 c. Where Measured: SPOC	7 d. How Measured: Time to reset features
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: H
1 b. CIO Strategic Objective:	
2. Service Name: Notification of Cellular Service Coverage Availability	
3. Service Description: Areas covered by cellular signal in the various geographical locations	
4. Applicable Service Delivery Points: All TSA locations supported by Provider and sub-contractors	
5. Class / Level of Service: • *Standard:* 25 mile radius of the end user duty station. • *Extended:* 50 plus mile radius from the end user duty station.	
5a. Service Coverage: Service coverage is defined from the center of any TSA location supported by Provider. • Standard: o 90% coverage within the 25 mile radius of duty station. o Continuous operation of all cell phone features within the 10 mile radius. • Extended: o 80% coverage within the 50 plus miles radius of duty station. o Excludes any pre-define locations and plans on when coverage will be made available. o All cell phone features should work continuously within the 25 mile radius. • Survey o Greater than 85% of survey with acceptable service coverage.	
6. Performance Category: Service Availability	
7. Performance Measure Description: To be determined by the stakeholder survey	
7 a. Who: Contractor/Subcontractor	7 b. Frequency: Semi-Annually
7 c. Where Measured: Stakeholder Survey	7 d. How Measured: Survey
8. Performance Standard/Level of Service: Not applicable Q2FY04.	

1 a. Objective:	Measure: I

1 b. CIO Strategic Objective:	
2. Service Name: Suspension of Cellular Service	
3. Service Description: Suspension of cellular service after notification.	
4. Applicable Service Delivery Points: Nationwide	
5. Levels of Service: Standard	
6. Performance Category: Cycle Time	
7. Performance Measure Description: Suspend cell phone service. Standard: 95% of suspended service within 3 hours upon notification to the SPOC.	
7 a. Who: Contactor/Subcontractor	7 b. Frequency: Monthly Report with list of suspended service with cellular phone number and date of disconnect.
7 c. Where Measured: SPOC	7 d. How Measured: Tickets from SPOC
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1 a. Objective:	Measure: J
1 b. CIO Strategic Objective:	
2. Service Name: Disconnect/Termination of Cellular Service	
3. Service Description: Disconnect/Termination of cellular service after notification.	
4. Applicable Service Delivery Points: Nationwide	
5. Levels of Service: Standard	
6. Performance Category: Cycle Time	
7. Performance Measure Description: Standard: 99% of disconnected service within 1 business day upon notification to the SPOC (EST 8am – 5pm).	
7 a. Who: Contactor/Subcontractor	7 b. Frequency: Monthly Report with list of disconnected service with cellular phone number and date of disconnect.
7 c. Where Measured: SPOC	7 d. How Measured: Tickets from SPOC
8. Performance Standard/Level of Service: Refer to SERV-2 Section 8.	

1a. ITMS Objective:	SLA #: OM-OPS-1
1b. CIO Strategic Objective:	
2. **Service Name:** Single Point of Contact Responsiveness (Speed to answer)	
3. **Service Description:** Provide phone based level 1 support for customer requests for service or reports of incidents through a Single Point of Contact Service Desk responsible for end-to-end call and problems management. Track and measure average speed to answer.	
4. **Applicable Service Delivery Points:** All customers at TSA locations with ITMS programs assets under managed services	
5. **Class/Levels of Service: Standard**	
6. **Performance Category:** Cycle time (Speed to answer)	
7 a. **Who:** Unisys PMO	7 b. **Frequency: Monthly**
7 c. **Where Measured:** Unisys call management systems	7 d. **How Measured:** o The monthly average speed to answer is calculated by taking the sum of elapsed times to answer for all answered calls, for the applicable reporting period, and dividing it by the total number of calls answered in that reporting period.
8. **Performance Standard/Level of Service:** The average speed to answer (ASA) is equal to or less than 40 seconds	

1 a. ITMS Objective:	SLA #: OM-CUST-6
2. **Service Name:** Single Point of Contact – Conduct Customer Satisfaction Surveys	
3. **Service Description:** Measure customer satisfaction with ITMS managed services via their experience through the Single-Point-of-Contact service center and resolver groups.	
4. **Applicable Service Delivery Points:** All end-users at TSA locations with ITMS program assets under managed seat service.	
5. **Levels of Service:** Standard: Aggregate customer satisfaction measure for surveyed population	
6. **Performance Category:** Customer Satisfaction and Responsiveness	
7. **Performance Measure Description:** Survey a percentage of end users calling the SPOC service center. Frequency, method, criteria, and customized content to be mutually agreed upon.	
7 a. Who: Unisys PMO/TSA Customer Service Manager	**7 b. Frequency:** • Independent survey to TSA end-users that contact the Single Point of Contact service center – Monthly • Regular surveys as required by ITMS program to address end user satisfaction with video, voice, or other specific IT services – As required • Regularly scheduled interviews with key TSA stakeholders to assess overall satisfaction with ITMS services and on-going support requirements – Semi-annual
7 c. Where Measured: Unisys SPOC	**7 d. How Measured:** • Independent survey to TSA end-users that contact the Single Point of Contact service center. 10% of all closed calls are surveyed. • Regular surveys as required by ITMS program to address end user satisfaction with video, voice, or other specific IT services. • Regularly scheduled interviews with key TSA stakeholders to assess overall satisfaction with ITMS services and on-going support requirements.
8. Performance Standard/Level of Service: *Standard:* greater than or equal to 4.25 on a scale of 1 to 5.	

1a. ITMS Objective:	SLA #: OM-OPS-4
1b. CIO Strategic Objective:	
2. Service Name: ACS Applications Support	
3. Service Description: Monitor and manage critical legacy applications that support the TSA enterprise. These applications include at a minimum: WebBoards, Fingerprint, K-9 Website, Foreign Flight Crew, and PMIS.	
4. Applicable Service Delivery Points: Application Server and supporting infrastructure.	
Class/Levels of Service: Level of service determined for each Application, with most of the Applications residing on single servers	
5a. Service Hours: Mission Critical: • 24 hours x365 days • Excluding approved planned/scheduled maintenance that is completed during the regular maintenance windows	
6. Performance Category: Availability	
7. Performance Measure Description: Availability measure is based on the calculation of the total number of service hours minus total outage duration divided by the total available hours for each individual application. Scheduled maintenance will be excluded from the measure of total hours. Service availability will be reported separately for each application.	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly
7 c. Where Measured: Network Operations Center or other site as mutually agreed.	7 d. How Measured: o NetIQ agent will determine application availability on 5 minute intervals.
9. Performance Standard/Level of Service: Performance standard will be 99.9% availability for each individual application.	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: OM-OPS-5
1b. CIO Strategic Objective:	
2. Service Name: Enterprise Applications Support	
3. Service Description: Monitor and manage critical applications that support the TSA enterprise. These applications include: Internet/Intranet; PARIS, LMS or OLC, IMS, LINKS, Kronos, Delphi, and Alert Notification.	
4. Applicable Service Delivery Points: Application Server and supporting infrastructure.	
Class/Levels of Service: Level of service determined for each Application, with most of the Enterprise Applications residing on the TOPs platform being Mission Critical Applications.	
5a. Service Hours: Mission Critical: • 24 hours x Number of days within the period • Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. Performance Category: Availability	
7. Performance Measure Description: Availability measure is based on the calculation of the total number of service hours minus total outage duration divided by the total available hours for each individual application. Scheduled maintenance will be excluded from the measure of total hours. Service availability will be reported separately for each application.	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly
7 c. Where Measured: Network Operations Center or other site as mutually agreed.	7 d. How Measured: o NetIQ agent to report availability on 5 minute intervals.
10. Performance Standard/Level of Service: Performance standard will be 99.999% availability for each individual application.	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: OM-CUST-5
1b. CIO Strategic Objective:	
2. Service Name: Single Point of Contact Responsiveness (Call abandon rate)	
3. Service Description: Provide phone based level 1 support for customer requests for service or reports of incidents through a Single Point of Contact Service Desk responsible for end-to-end call and problems management. Track and measure call abandon rate.	
4. Applicable Service Delivery Points: All customers at TSA locations with ITMS programs assets under managed services	
5. Class/Levels of Service: Standard	
6. Performance Category: Cycle time (call abandon rate)	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly
7 c. Where Measured: Unisys call management systems	7 d. How Measured: o The monthly abandoned rate is calculated by taking the total number of abandoned calls received in that reporting period divided by the total calls offered.
11. Performance Standard/Level of Service: Equal to or less than 4% abandon rate achieved SLA.	

1a. ITMS Objective:	SLA#: OM-OPS-7
1b. CIO Strategic Objective:	
2. **Service Name:** End User Repair/Return to Service	
3. **Service Description:** Repair or return to service of seat assets under ITMS Program managed service.	
4. **Applicable Service Delivery Points:** All TSA locations with ITMS Program assets under managed service.	
5. **Class/Levels of Service:** ***Standard:*** Principal period of maintenance is Sunday to Saturday 0800 to 1700 local time, 365 days per year. Hardware/Equipment repair/restoral for standard End User: For desktops, PDAs, laptops, Black Berry, monitor, managed software, printers, scanners and all other end user seat assets under IT managed service, the required repair/service restoration is close of next business day. TSA retains all hard disk drives and memory chips that contain sensitive data. ***High Availability:*** Principal period of maintenance is Sunday to Saturday 0000 to 2400 local time, 365 days per year. Hardware/Equipment repair/restoral for VIP: For desktops, PDAs, laptops, Black Berry, monitor, managed software, printers, scanners and all other end user seat assets under IT managed service, the required repair/service restoration is four (4) hours for VIP-designated end-users. VIP-designated end-users not to exceed 5% of end-user population. TSA retains all hard disk *drives* and memory chips that contain sensitive data.	
5a. Service Hours: • ***Standard:*** o Sunday to Saturday 0800 to 1700 local time, 365 days per year • ***High Availability:*** VIP End Users o Sunday to Saturday 0000 to 2400 local time, 365 days per year	
6. Performance Category: Mean Time to Repair Cycle Time	
7. Performance Measure Description: • Amount of elapsed time from initial call for service (trouble ticket creation) to repair/restore (trouble ticket closure) end user seat assets.	
7 a. Who: Unisys PMO	**7 b. Frequency:** Performance is measured per service request during the monthly reporting period. Measurements are consolidated and presented monthly.
7 c. Where Measured: SPOC Call Management System or Service Request Management System	**7 d. How Measured:** The Mean Time to Repair is the elapsed time from initial call for service to repair/restoral of service based on ticket closure.
8. Performance Standard/Level of Service: 1.) **Standard:** Unisys will manage each incident and ensure that ***greater*** than 95% of the time the Unisys Team will meet repair/restoral level of service performance standard for all desktops, PDAs, laptops, managed software, printers and all other end user seat assets under IT Managed Service. 2.) **High Availability:** Unisys will manage each incident and ensure that ***greater*** than 95% of the time the Unisys Team will meet repair/restoral level of service performance standard for all desktops, PDAs, laptops, managed software, printers and all other end user seat assets under IT Managed Service.	
9. Incentive/Disincentive:	

1 a. ITMS Objective:	SLA #: OM-CUST-7
2. Service Name: Single Point of Contact – Total First Call Fix Rate	
3. Service Description: Provide phone-based Level I (includes "warm transfers" from a generalist to a specialist at the Help Desk – i.e., immediate transfer without the need for a separate call to or from the End User) support for end user requests for service or reports of incidents through a Single Point of Contact Service Desk responsible for end-to-end call and problem management. Receive, track, manage and report on all calls through closure. Measure the percentage of calls that are resolved during initial contact with the client.	
4. Applicable Service Delivery Points: All end-users at TSA locations with ITMS program assets under managed seat service.	
5. Levels of Service: *Standard:* Measure Total First Call Fix Rate	
6. Performance Category: Measure of calls resolved by the Single Point of Contact service center on the first call from the end-user	
7. Performance Measure Description: First Pass Yield	
7 a. Who: Unisys PMO/TSA Customer Service Manager	7 b. Frequency: Quarterly Report
7 c. Where Measured: Unisys SPOC Call Management System	7 d. How Measured: First Call Fix Rate is calculated by dividing (1) the number of End User problems for which Unisys has resolution responsibility resolved by the Help Desk on the first call from the End User, by (2) the total number of End User problems resolved by the Help Desk (excluding calls requiring transfer to a higher level Unisys resource, TSA or a third party for resolution).
8. Performance Standard/Level of Service: *Standard* – Greater than 75% of all calls classified within Help Desk Resolution Capability will be resolved on the first call.	

1. ITMS Objective:	SLA #: OM-CUST-8
2. Service Name: 24x7 On Site Support	
3. Service Description: Provide 24x7 on-site first level IT technical support, administration and trouble resolution for desktop/laptop hardware/software, printers, PDA units, specialized peripheral equipment such as audio-visual hardware/software, LAN hardware/software, telephony systems, WAN systems and other critical TSA IT systems at various TSA field office and/or Headquarters locations. Along with first level technical support it is required that project management and supervisory management level support is to be provided.	
4. Applicable Service Delivery Points: Various TSA field office and/or Headquarters locations.	
7. Class/Levels of Service: *Mission Critical:* • On-site 24 hours x 7 days per week x 365 days per year • Additional support personnel as needed during "crisis activation"	
8. Performance Category: Technical support, responsiveness and customer satisfaction	
7. Performance Measure Description: • Timely resolution of system troubles and/or restoration of IT services • Accuracy of trouble resolution • Preventive maintenance • Customer satisfaction	
7 a. Who: Unisys PMO	7 b. Frequency: Measured and reported monthly
7 c. Where Measured: • Measured at the customer location	7 d. How Measured: • Conduct monthly service quality surveys with key on site TSA stakeholders to assess overall satisfaction with services and on-going support requirements
8. Performance Standard/Level of Service: *Mission Critical:* • Team Unisys must score a 4.5 out of 5.0 on the customer satisfaction survey to achieve this SLA.	

1. ITMS Objective:	SLA #: OM-DEP-5
2. **Service Name:** Deployment – Site	
3. **Service Description:** Team Unisys will install the physical access devices and provide connectivity for LAN, WAN and/or Broadband service. Delivery includes all activities required to complete the site deployment.	
4. **Applicable Service Delivery Points:** Sites based on a mutually agreed baseline deployment schedule.	
5. **Levels of Service:** Standard	
6. **Performance Category:** Cycle Time	
7. **Performance Measure Description:** Comparison of the baseline deployment schedule start date to the actual start date for each site deployment. Dependencies: • TSA approval of site design and site preparation authorization to proceed within a timely fashion to meet the schedule • Service Request approved by TSA and entered into the TSA ITMS Web Ordering System (WOS) for each site within a timely fashion to meet the schedule • Availability of TSA user(s) for the start of their migration period. Individual users not available at the start of their scheduled migration will be rescheduled for migration at a later date • The user migration effort will be limited to the current approved base TSA Image • Circumstances beyond Unisys control will not be considered in this measure (i.e. airport closure, FSD personnel unavailable, access to FSD work area, inclement weather)	
7 a. **Who:** Unisys PMO	7 b. **Frequency:** Monthly Report
7 c. **Where Measured:** SRMS and Peregrine	7 d. **How Measured:** Comparison of the baseline deployment schedule start date to the actual start date for each site deployment.
8. **Performance Standard/Level of Service:** *Standard:* On-time Deployment start for 90% of sites based on TSA Program Manager Approved Weekly Pipeline schedule.	

Appendix H-2 Security Service Level Agreements

The Security SLAs described in this Appendix are listed below:

SLA #	SLA	SLA Description
Virus Management		
SEC-VM-1	Virus management on TSA managed network environment	Percentage of infections reported on the managed network each month
Vulnerability Assessment		
ITMS-PM-1	Vulnerability risk identification, assessment, tracking, managing, and reduction	Evaluation of each POA&M item's scheduled date of completion in the Trusted Agent FISMA tool vs. the actual date of completion.
FISMA		
SEC-FISMA-1	FISMA Compliance	TSA will assess the contractor's ability to report on: 1. Training, 2. Facilities, 3. Assets, and 4. Self-Assessments
Incident Tracking		
SEC-IT-1	Incident Tracking.	Monthly report on incidents and mutually agreed to incident handling process document.
Risk Management		
SEC-RM-1	Risk Management Documentation	Accuracy and completeness of the artifacts required by the risk assessment package.

1a. ITMS Objective:	SLA #: SEC-VM-1
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: Virus Management- Measurement of how well the contractor can protect the TSA managed services network environment from viral infection.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: *Monthly*
7 b. Where measured: TSA infrastructure	7 d. How measured: TSA will measure the percentage of infections reported on the contractor managed network each month. A report showing: - the number of infections of known viruses - the virus name - date of infection, -sequence number that was released to prevent infection - total number of all contractor managed assets on the TSA network that were infected -names of all contractor managed assets on the TSA network that were infected Any virus infection identified on the contractor-managed network will result in the SLA not being met. However, if the point of entry of the virus is determined to be outside of the contractor-managed network, the contractor will not be assessed on that infection and it will not be included in the SLA assessment.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: SEC-VA-2
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: Vulnerability Assessment	
3. Service Description: Measurement of how thoroughly & efficiently the contractor performs assessments of risk on systems and applications and on the contractor-managed network (to include firewalls, routers, servers, desktops, laptops and printers, etc.), and how well those risks are tracked, managed and reduced.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: Monthly
7 b. Where measured: TSA infrastructure	7 d. How measured: The measurement will consist of evaluating each POA&M item's scheduled date of completion in the Trusted Agent FISMA tool, versus the actual date of completion listed in the Trusted Agent FISMA tool. The SLA will be considered met if all required fields are complete, with dates provided where applicable, and if the actual date of completion is not greater than the scheduled date of completion. If a scheduled date of completion is missed, the POA&M item will be tracked and evaluated each month until the item is closed. If the POA&M item is not closed by the 1st day of the next reporting month, the Vulnerability Assessment SLA for that month will not be met either. The process documents for Vulnerability Mitigation and Risk Management must be mutually agreed to and accepted by both the government and the contractor Information Security Officers, and after such agreement has been reached, will become part of this SLA by reference.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: SEC-FISMA-1
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: FISMA Compliance	
3. Service Description: Measurement of how well the contractor conforms to all applicable federal IT Security laws & mandates through monthly reports submitted to the government.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: Quarterly
7 b. Where measured: TSA infrastructure	7 d. How measured: TSA will assess the contractor's ability to report on: 1. Training a. Total #, with names, positions & locations of all contractors on the managed-services contract. b. Total #, with names, positions & location of all contractors on the managed-services contract who have completed security awareness training. Provide total number of contractors/total # who completed security awareness training & provide the % complete. At least 25% of the managed-services contractors should have completed the training each quarter, and 100% should have completed the training by the end of the fiscal year. c. Number, names, positions & locations of contractors on the managed-services contract with significant security responsibilities. d. Number, names, positions, locations & course names for contractors on the managed services contract who have completed role-based security training during the quarter. A list of the required courses for each contractor should be provided as each contractor with role-based security training is identified. One-third of the required coursed must be completed by the end of the fiscal year, and all coursed must be completed within three years. The progress made toward completion will be assessed each quarter, with a final evaluation of what has been completed done at the end of the fiscal year. 2. Facilities a. List (name, address) of all contractor facilities hosting and/or processing information and/or equipment in support of the TSA managed services contract. 3. Assets a. Provide an updated asset inventory list for all managed assets under the managed-services contract. The asset inventory should be provided electronically, and list all of the assets by location. 4. Self-assessments a. Provide status on which elements of the managed services infrastructure have been assessed using 800-26. At least 25% of the contractor-managed infrastructure should have a completed 800-26 by the end of each quarter. The SLA will be considered met if all data requested in the above categories is reported and if the contractor has completed the targets stated.
8. Performance Standard/Level of service: Monthly reporting on all of the information listed in item 7d is required to meet the minimum service level agreement.	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: SEC-IT-1
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: Incident Tracking	
3. Service Description: Measurement of how well the contractor conforms to all applicable federal IT Security laws & mandates through monthly reports submitted to the government.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: Monthly
7 b. Where measured: TSA infrastructure	7 d. How measured: The contractor shall provide a monthly report of all security events and incidents that have occurred on the TSA contractor-managed network. All incidents should be reported to the identified TSA ITSO Incident Coordinator (or designee) within fifteen minutes of the incident being identified. The contractor shall inform the TSA Incident Coordinator (or designee) of the plan of action to remediate the incident . The contractors shall follow the mutually agreed to Incident Handling process for following through with status reporting and closure procedures. The incident report should include: -Date of incident - Time of incident - Description of incident - Assets affected - Remediation activity -Date & time incident was declared closed The processes outlined in the Incident Handling process document should be mutually agreed to and accepted by both the government and the contractor Information Security Officers and will be incorporated into this SLA by reference.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA #: SEC-RM-1
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: Risk Management	
3. Service Description: The contractor must complete specific artifacts (System Security Plan using NIST 800-18, System Design Document & a formal assessment of risk using NIST 800-30) for all systems & applications being proposed for the contractor-managed network at TSA.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: Monthly
7 b. Where measured: TSA infrastructure	7 d. How measured: The contractor will be measured on the accuracy & completeness of the artifacts required by the risk assessment package which consists of the NIST publication 800-18, NIST publication 800-30 and system design document. The 800-18, 800-30 and system design document must be accurate and complete upon delivery to the TSA ITSO staff. If there is any incomplete or erroneous information contained within the risk assessment package, the SLA will not be considered met. All deficiencies found in the risk assessment package will be documented by way of a new POA&M item in the Trusted Agent FISMA tool. The due date on each newly identified deficiency will be determined by the TSA ITSO staff. If more than two incomplete risk assessment packages are received by the TSA ITSO staff per quarter, the SLA will not be met for the entire quarter. The process documents for Risk Management must be mutually agreed upon and accepted by both the government and the contractor Information Security Officers, and then will be incorporated by reference into this SLA.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

Appendix H-3: ITMS Level Service Level Agreements

The ITMS Level Service Level Agreements described in this Appendix are listed in the table below. In evaluating the ITMS Level service level domain and recommending an incentive for this domain, they will be weighted according to the table below.

SLA #	SLA Name	SLA Description
Management Goals & Services Delivery (15% - 10%)		
ITMS-MG-1	Quarterly Management Goals/Services Delivery	10% reduction in requirement to CLIN cycle time (two components: service and product)
Program Management (10%)		
ITMS-PM-1	Program Management Practices	CMMI Program- Capability Progress
ITMS-PM-2	Program Management Practices	CMMI Program-Certification
Quality Management (10%)		
ITMS-QM-1	Quality Management	Establishing a QA Program
ITMS-QM-2	Quality Management	Quality Assurance Inspections
Financial Management (10%)		
ITMS-FM-1	Financial Management	Invoice process efficiency (composite of timeliness and accuracy)
Contract Management (10%)		
ITMS-CM-1	Contract Management	Turn around time for proposals and contract actions
ITMS-CM-2	Contract Management	Technical and Cost Proposal Content
ITMS-CM-3	Contract Management	Sub-contracting Goals
Domain Improvement Plan (25%)		
ITMS-DIP-1	Domain Improvement Plan	Execute bucket improvement plan as briefed.
Value and Partnership (10%)		
<subjective>	Value and Partnership	

1 a. ITMS Objective:	SLA #: ITMS-MG-1
2. Service Name: Requirement to CLIN cycle time	
3. Service Description: Measure the invoice process efficiency as a function of accuracy and timeliness.	
4. Applicable Service Delivery Points: All Unisys ITMS program related invoices.	
5. Levels of Service: Standard.	
6. Performance Category:	
7. Performance Measure Description: • Requirement to CLIN cycle time will be a combination of two measures, one for service CLINs and one for product CLINs. The service CLIN cycle time portion will be weighted twice as heavily as the product CLIN cycle time component in the calculation of the metric. Requirement to CLIN cycle time = .6666667(average service CLIN cycle time) + .3333333 (average product CLIN cycle time) • Service CLIN cycle time is defined as average service CLIN cycle time = sum (all service CLIN cycle times for performance period) divided by (total number of service CLINs completed in the period) • Product CLIN cycle time is defined as average product CLIN cycle time = sum (all product CLIN cycle times for performance period) divided by (total number of product CLINs completed in the period)	
7 a. Who:	7 b. Frequency: Established performance period.
7 c. Where Measured:	7 d. How Measured: • TSA Financial Management representatives will set up a simple mechanism to track the requirement to CLIN cycle time. Product and service CLINs should be tracked separately. • At the end of the performance period, the appropriate Unisys Manager shall initiate a meeting with the TSA Manager to agree upon the number of rejected invoices. If no such meeting is scheduled, the TSA representative will submit the numbers compiled during the month to the TSA Performance Management Group.
8. Performance Standard/Level of Service: 10% month-over-month reduction is necessary for this SLA to be considered met.	

1a. ITMS Objective:	SLA/KPI #: ITMS-PM-1
1b. CIO Strategic Objective:	
2. Service Name: CMMI (Capability Maturity Model Integration) – Capability Progress	
Service Description: Demonstrate continuous improvement in the Unisys ITMS organization's processes and ability to manage the development, acquisition, and maintenance of products or services by executing a Unisys CMMI plan for the program that establishes a series of interim milestones.	
4. **Applicable Service Delivery Points:** The Unisys CMMI program for TSA	
5. **Class/Levels of Service:**	
6. **Performance Category:**	
7. **Performance Measure Description:** This SLA will be a ratio that represents the milestones achieved on schedule by Unisys during the reporting period divided by the number of milestones planned for the reporting period. This SLA requires a determination of the number of milestones planned by Unisys for the performance period (the denominator) and the determination of the number of milestones achieved on schedule during the performance period (the numerator). *CMMI Progress Indicator = Number of CMMI milestones achieved on schedule in performance period / Number of CMMI milestones planned in performance period*	
7 a. Who:	**7 b. Frequency:**
7 c. Where Measured:	**7 d. How Measured:** Unisys is expected to have a plan or "roadmap" for achieving a CMMI capability rating of "Level 3" in each applicable Process Area for the ITMS program that is provided to TSA. The plan should incorporate a schedule with milestones for achieving the required generic and specific goals in each Process Area that is applicable to the ITMS contract at Levels 0, 1, 2, and 3 of the CMMI. Changes to the plan or schedule that affect this metric will require the concurrence of TSA. For this SLA measurement, the denominator of the ratio requires a determination of the number of milestones planned by Unisys for the performance period. The TSA QA Manager will meet with the Unisys QA Manager at the start of each performance period to agree upon the number of milestones in scope for the period according to the Unisys CMMI plan. The numerator for the ratio for this SLA measurement requires the determination of the milestones achieved on schedule by Unisys during the performance period. The Unisys milestones will be considered complete upon review and agreement between the TSA QA Manager and the Unisys QA Manager. Milestones that were planned for completion in a previous performance period and completed during the current performance period will not be incorporated in the numerator. The Chief, TSA PCO will provide final signoff of the total milestones deemed complete for the performance period.
8. Performance Standard/Level of Service: Standard – a score of .85 will be assigned if achieved.	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA/KPI #: ITMS-PM-2
1b. CIO Strategic Objective:	
2. Service Name: CMMI (Capability Maturity Model Integration) – Certification	
3. Service Description: Demonstrate a CMMI "Level 3" capability in each Process Area (PA) applicable to the Unisys ITMS program by undergoing an independent SCAMPI (Standard CMMI Appraisal Method for Process Improvement) appraisal by a SEI-certified appraiser that finds all level 3 goals are satisfied in all applicable PAs.	
4. **Applicable Service Delivery Points:** The Unisys program for TSA	
5. **Class/Levels of Service:** The Unisys program encompasses all activities and projects conducted for TSA under the ITMS contract.	
6. Performance Category:	
7. Performance Measure Description: The CMMI Certification SLA is calculated by the following steps: • For each applicable PA determine if an appraisal has verified a capability level of 3 or better and assign a binary score. A "yes" measurement for achieving level 3 capability will be assigned a numerical score of 1, while a "no" measurement will be assigned a numerical score of 0. • Add the scores for the applicable PAs and then divide the total by the number of applicable PAs. • A score of < 1 indicates that all required capabilities have not been demonstrated. *CMMI certification metric = Total of PA scores / Number of applicable PAs*	
7 a. Who:	**7 b. Frequency:**
7 c. Where Measured:	**7 d. How Measured:** To demonstrate that its ITMS program has fully and successfully satisfied CMMI Level -3 goals in each of the applicable Process Areas on the ITMS Program for TSA, Unisys will undertake and complete an independent, external CMMI SCAMPI appraisal by a SEI-certified appraiser. A product of the appraisal should be a Capability Profile that depicts the capability level attained for each Process Area (PA) within the scope of the appraisal. An official report of the findings of the SCAMPI appraisal will be used by TSA to establish the CMMI Certification metric.
8. Performance Standard/Level of Service: Standard – a score of 1.0 is necessary for this SLA to be considered met.	
9. Incentive/Disincentive:	

1a. ITMS Objective:	SLA/KPI #: ITMS-QM-1
1b. CIO Strategic Objective:	
2. Service Name: Establishing a Quality Assurance Program	
3. Service Description: Develop, obtain TSA approval, and implement a program to provide quality assurance on the Unisys services provided under the ITMS Program.	
4. Applicable Service Delivery Points: The Unisys QA Program.	
Class/Levels of Service: Standard.	
5a. Service Hours: Standard.	
6. Performance Category:	
7. Performance Measure Description: This SLA requires measurement of three binary (yes/no) indicators. A "yes" measurement for a binary indicator will be assigned a numerical score equal to 1 while a "no" measurement will be assigned a numerical score equal to 0. Binary measurements will be used to indicate whether Unisys has developed, obtained TSA approval, and implemented a program to provide quality assurance on the Unisys services provided under the ITMS Program. The "Establishing a Quality Assurance Program Indicator" will be the ratio defined by the sum of the three numerical scores divided by 3 or: Establishing a Quality Assurance Program Indicator = Sum (individual numerical scores)/3	
7 a. Who:	7 b. Frequency:
7 c. Where Measured:	7 d. How Measured: This SLA requires measurement of three binary (yes/no) indicators. 1. The Unisys QA Program will be considered developed when the program plan has been submitted for review to the TSA Program Control Office (PCO) Quality Assurance Group. Prior to submission for review, this item will be measured as "No". 2. The Unisys QA program will be considered approved when the Chief, TSA PCO has signed indicating his approval of the QA program plan. 3. The Unisys QA program will be considered implemented when all the implementation milestones indicated in the plan have been achieved. The TSA QA Manager will meet upon request from the Unisys QA Manager to measure the progress toward completing implementation milestones. The Chief, TSA PCO will provide final signoff when all implementation milestones are deemed complete.
8. Performance Standard/Level of Service: Establishing a Quality Assurance Program Indicator = 1.0 (SLA met)	
9. Incentive/Disincentive:	

1 a. ITMS Objective:	SLA #: ITMS-QM-2
2. Service Name: Unisys ITMS Quality Management Program – Quality Assurance Inspections	
3. Service Description: Measure the number of Unisys ITMS Quality Assurance inspections **performed** versus planned during the reporting period.	
4. Applicable Service Delivery Points: All Unisys ITMS programs with an approved SDLC.	
5. Levels of Service: *Standard:* ITMS Quality Management Program – Execution.	
6. Performance Category:	
7. Performance Measure Description: • The measure of the Unisys ITMS QA Program ratio is based on the calculation: (total number of QA inspections **performed**) divided by (total number of QA inspections **planned**) • In the event that a Unisys ITMS Quality Management Program has not been approved and implemented, the Performance Measurement shall be **zero** (0).	
7 a. Who:	7 b. Frequency: Established performance period.
7 c. Where Measured:	7 d. How Measured: • At the beginning of the performance period, the Unisys QA Manager shall initiate a meeting with the TSA QA Manager to agree upon the number of QA inspections **planned**. • At the end of the performance period, the Unisys QA Manager shall initiate a meeting with the TSA QA Manager to agree upon the number of QA inspections **performed**. • Unisys ITMS QA management shall submit evidence of its QA inspections performed. • At the option of the government, Solutions Delivery (SD), Program Control Office (PCO) may request to formally verify the Quality Assurance inspections **performed**. • In the event that a Unisys ITMS Quality Management Program has not been approved and implemented, the Performance Measurement shall be **zero** (0).
9. Performance Standard/Level of Service: Standard: • Period Progress Performance Levels: ◦ FY 05 Quarter 01: Performance Level >= .90 ◦ FY 05 Quarter 02 and later: Performance Level >= .95 • In the event that a Unisys ITMS Quality Management Program has not been approved and implemented, a Performance Level of zero (0) shall be assessed.	

1 a. ITMS Objective:	SLA #: ITMS-FM-1
2. Service Name: Invoice Process Efficiency	
3. Service Description: Measure the invoice process efficiency as a function of accuracy and timeliness.	
4. Applicable Service Delivery Points: All Unisys ITMS program related invoices.	
5. Levels of Service: Standard.	
6. Performance Category:	
7. Performance Measure Description: • The invoice process efficiency measure will be a combination of two measures, one for timeliness and one for accuracy. These two factors will be equally weighted in the calculation of the metric. invoice process efficiency = (timeliness ratio + invoice accuracy ratio) --- 2 • For purposes of this measure, the standard timeframe for invoice timeliness will be sixty days after the product is received or sixty days after the in service date of a service. Timeliness ratio = (total number of invoices) divided by (total number of invoices received within sixty days) • An invoice will be considered inaccurate if the invoice is "rejected" because it requires correction for an error on the invoice that is considered "material". Examples of material errors include incorrect amounts, incorrect service request or CLIN reference, etc. An example of an immaterial error is a spelling error. Also, in cases where TSA requires clarification but no data on the invoice needs to be corrected, the invoice will not be rejected and will be considered accurate. Invoice accuracy ratio = (Invoices rejected) divided by total invoices received	
7 a. Who:	7 b. Frequency: Established performance period.
7 c. Where Measured:	7 d. How Measured: • TSA Financial Management representatives will set up a simple mechanism to track and count total number of invoices received during the month and the number of invoices rejected. • At the end of the performance period, the Unisys Finance Manager shall initiate a meeting with the TSA QA Manager to agree upon the number of rejected invoices. If no such meeting is scheduled, the TSA representative will submit the numbers compiled during the month to the TSA Performance Management Group.
9. Performance Standard/Level of Service: Performance Levels: invoice process efficiency >= .90 for SLA to be considered met.	

1. ITMS Objective: Contract Management	SLA #: ITMS-CM-1
2. Service Name: Responsiveness/Timeliness	
3. Service Description: Timely receipt of proposals, reports, deliverables, notifications, and requests for information	
4. Applicable Service Delivery Points: TSA ITMS Contracting Officer / Contracts Team	
5. Class/Levels of Service: a. Principle period of performance is Monday to Friday 0800 to 1700 EST b. Delivery method is email, CD-Rom or as defined per contract, service request, or inquiry. c. All deliveries are made to ITMS Contracting Officer / Contracting Team. d. All submittals are complete and delivered as per the specified delivery time.	
6. Performance Category: N/A	
7. Performance Measure Description: a. Proposals shall be submitted 30 days after request for proposal or in the case of revised proposals with in the time frame agreed upon between the parties. b. Reports and notifications shall be submitted in the time frames stated in the contract, the Federal Acquisition Regulation, or any other applicable federal regulation. c. Deliverables shall be delivered in the time frame stated in the contract and/or service request d. Response to request for information shall be submitted as per the request or the mutually agreed upon time between the parties	
7 a. Who: TSA ITMS Contracting Officer/ Contracts Team	7 b. Frequency: Monthly
7 c. Where Measured: ITMS Contracting Officer / Contracts Team files, email, electronic medium or central databases	7 d. How Measured: Actual response/delivery time versus required time

1. ITMS Objective: Contract Management	SLA #: ITMS-CM2
2. Service Name: Technical and Cost Proposal Content	
3. Service Description: Technical and cost proposals that tell the government what the contractor will deliver to the government; when the contractor will make delivery; how the contractor plans to expend in terms of dollars to perform the required effort; and how the contractor will perform to achieve the governments requirement.	
4. Applicable Service Delivery Points: TSA ITMS Contracting Officer / Contracts Team	
5. Class/Levels of Service: Complete technical and cost proposals are required from the contractors so that TSA contracting officers can meet statutory requirements to determine fair and reasonable price, and to ensure that the contractor's technical and business approaches to the required performance or deliveries are adequate to meet the government needs.	
6. Performance Category: N/A	
7. Performance Measure Description: All technical proposals identify and completely define the work proposed to be performed to achieve the government's requirement. The technical proposal demonstrates the contractors understanding of the requirement and directly relates it to proposed Work Breakdown Structure elements of performance or work packages; identifies the deliverables and deliverable dates; and must be substantiated by the correlated cost proposal. All cost proposals identify and completely define the contractor' proposed costs that directly relate to the proposed technical performance. The cost proposal shall provide details on the levels, amounts, and categories of direct labor proposed; identify each cost element associated with a particular product or service; defines individual material elements by nomenclature, quantity, and unit price in a discrete bill of materials; and demonstrates the basis for pricing and selecting the subcontracts included in the cost proposal.	
7 a. Who: TSA ITMS Contracting Officer/ Contracts Team	7 b. Frequency: Proposals will be inspected as received to assess conformity with performance measure description
7 c. Where Measured: ITMS Contracting Officer / Contracts Team files, email, electronic medium or central databases	7 d. How Measured: Subjective comparison against performance measure description

1. ITMS Objective: Contract Management	SLA #: ITMS-CM-3
2. Service Name: Sub-Contracting Goals	
3. Service Description: Contractor meets its small business sub-contracting goals.	
4. Applicable Service Delivery Points: TSA ITMS Contracting Officer / Contracts Team	
5. Class/Levels of Service: Minimal Standard Unisys' corporate small business sub-contracting goal is 33% of its overall domestic purchases with 5.5% going to Small Disadvantaged Business and 5.0% going to Women Owned Business. Exceeds the Standard TSA small business sub-contracting is 40% of it overall domestic purchases with 14.5% going to Small Disadvantaged Business, 5.0% going to Women Owned Small Business, 3.0% going to Hub zone, and 3.0% going to Service Disabled Veteran Owned Business.	
6. Performance Category: N/A	
7. Performance Measure Description: Unisys is considered to have met its small business sub-contracting goals if its monthly sub-contracting report data demonstrates that all of Unisys' stated goals were accomplished for the reporting period. Unisys is considered to have exceeded its small business sub-contracting goals if its monthly sub-contracting report data demonstrates that all of TSA's stated goals were accomplished for the reporting period.	
7 a. Who: TSA ITMS Contracting Officer/ Contracts Team	7 b. Frequency: Monthly
7 c. Where Measured: ITMS Contracting Officer / Contracts Team files, email, electronic medium or central databases	7 d. How Measured: Actual sub versus subcontracting goal

1a. ITMS Objective:	SLA #: ITMS-DIP-1
1b. CIO Strategic Objective:	
2. Service Name: Domain Improvement Plan for ITMS Level Service Domain	
3. Service Description: Execute service domain improvement plan as documented in the July 2004 performance brief.	
4. Applicable Service Delivery Points:	
5. Class/Levels of Service:	
6. Performance Category:	

7. Performance Measure Description:

The following table documents the domain improvement plan tasks to be undertaken by the Unisys contractor and associated deadlines.

Domain Category	Milestone description	Milestone date (TSA)
Program Management Practices	Baseline ITMS Program Management Processes, CMMI Plan	October 31
Services Delivery	Define Key Service Delivery Metrics for End User CLINs	October 31
Quality Management	Baseline Contractor Quality Management Plan; Initiate QM Reporting	October 31
Financial Management	Baseline Contractor Invoicing Process	October 31
Contract Management	Conduct ITMS Contract Vehicle Review Workshop	October 31
Value and Partnership	Define and Begin Reporting Against Value Index and Partnership Index for ITMS	October 31

7 a. Who:	7 b. Frequency: Monthly
7 c. Where Measured:	7 d. How Measured: The ITMS Level service domain owner will assess the achievement of domain improvement plan goals based on relevant reporting received from Unisys.
8. Performance Standard/Level of Service: The SLA will be considered met only if all improvement plan tasks are completed on time and deemed of acceptable quality by the TSA Service Domain owner.	
9. Incentive/Disincentive:	

Appendix I

Key Performance Indicators

Appendix I – Key Performance Indicators

Appendix I is comprised of two subappendices associated with the service domains as shown below:

- Appendix I-1 contains O&M Key Performance Indicators
- Appendix I-2 contains Security Key Performance Indicators

Appendix I-1 O&M Key Performance Indicators

1. ITMS Objective:	KPI #: OM-KPI-ENG9 (Performance)
2. **Service Name:** Exchange Service Performance	
3. **Service Description:** Operating System and Exchange counters shall be monitored including the following four transactions: (1) Roundtrip email delivery, (2) open and read a folder,(3) open the address book , and (4) open a file with a 5mb attachment.	
4. **Applicable Service Delivery Points:** Targeted client machines running synthetic transactions – email including simple message and 1to 5mb attachment. ■ White package user to Legacy domain user ■ HQ user to Network Domain Exchange ■ HQ user to Legacy Domain Exchange ■ Viridian user to Network Domain Exchange ■ Two Remote Sites (to be identified by TSA) to Network Domain Exchange	
5. **Class / Level of Service:** • *Mission Critical:* Exchange resides on server(s) with full external redundancy (automated failover to a separate server/service configuration or clustered servers).	
5a. **Service Hours:** • Mission Critical: o 24 hours x Number of days within the period o Including approved planned/scheduled maintenance windows unless all components need to simultaneously be taken down for maintenance	
6. **Performance Category:** Performance	
7. **Performance Measure Description:** Average response time for recorded transactions of each location. Total Transaction Time for Transactions Total Number of Transactions Measures	
7 b. **Frequency:** Monthly report provided to TSA.	7 b. **Frequency:**
7 d. **How Measured:** NetIQ agents on the Exchange Server(s) and targeted machines will determine Exchange application performance/response on a 15 minutes interval. Performance measures include Roundtrip email delivery, (2) open and read a folder,(3) open the address book,(4) and open a file with a 5mb attachment. Performance must be measured and reported to TSA, based on the chosen Exchange counters	7 d. **How Measured:**

8. Performance Targets/Levels of Service:

- Minimum acceptable average response time is 5.0 seconds (75% credit)
- Primary average response time is 3.5 seconds (100% credit)

Key Exchange Metrics to Monitor

Object	Counter	Reason to Monitor
MSExchangeMTA >Message/sec		Lower value desired.
MSExchange IS >Active User Count		Number of users
MSExchangeIS Private >Messages submitted/Min		Number of messages submitted per minute
SMTP Server >Messages Received		Total Number of messages received by the SMTP virtual server
MSExchangeMTA >Inbound Message Total		Total Number of messages received by the MTA since the service was started.
MSExchangeIS Mailbox > Average Time for Delivery		Average time in milliseconds that the last ten messages waited before being delivered to the Advanced Queuing Engine. High values could indicate the server is operating to slowly. This value must not climb above 1500 milliseconds.
MSExchangeIS Mailbox > Average Time for Delivery		Average time in milliseconds that the last ten messages waited before being delivered to recipients on the same server. High value could indicate that the information store service is very busy. This value should not climb above 1000 milliseconds.
MSExchangeIS Mailbox> Send Queue Size		There will be one counter for each public folder and mailbox store. All counters should be monitored. During busy times this value may spike but on a average it should be very near zero. Non- zero values indicate the information stores services is not keeping up with the load that has been place on it.
Database Cache %Hit		The value should be below 75%. If value is more than 75% consider adding more RAM to the server.
MSExchange DSAccess Caches > Cache Hit/sec		The number of cache hits per second should be at least twice the number of cache misses per second. If not, more memory should be allocated to the DSA cache.
MSExchangeDSAccess Caches > Cache Misses/sec		
SMTP Server >Messages Pending Routing		Number of messages that have been categorized but not routed. Lower numbers are desired. This could indicate a processor bottleneck.
SMTP Server > Connection Errors/sec		The number of errors per second that are being generated by the SMTP connections. This number should be low. More than one or two errors per second may indicate a network connection problem.
SMTP Server > Remote Queue Length		The number of messages queued to be delivered remotely.

1a. ITMS Objective:	KPI #: OM-KPI-OPS2
1b. CIO Strategic Objective:	
2. Service Name: Average Open Ticket by Resolver Group	
3. Service Description: Enable operational visibility and management information by providing a report detailing the average time tickets are open for each resolver group.	
4. Applicable Service Delivery Points: All customers at TSA with calls logged by the SPOC.	
5. Class/Levels of Service: Standard	
6. Performance Category: Customer Satisfaction and Responsiveness	
7 a. Who: Unisys PMO	7 b. Frequency: Monthly
7 c. Where Measured: Unisys call management systems	7 d. How Measured: o The total number of calls open for the reporting period duration divided by the total number of calls for each Resolver Group.
12. Performance Standard/Level of Service: This KPI is new and therefore a baseline must be established and reviewed to determine the management value of the information gathered. No Performance standard exists.	

1a. ITMS Objective:	KPI #: OM-KPI-OPS8
1b. CIO Strategic Objective:	
2. Service Name: Asset Repair/Return to Service Incident	
3. Service Description: Report the number of repair and restoral incidents for all seat asset types under IT Managed Service. An asset type is any hardware or software item associated with an end user "seat" serviced under IT managed service, such as laptop, desktop, black berry, printer, scanner, etc.	
4. Applicable Service Delivery Points: All TSA locations with ITMS Program assets under managed service.	
5. Class/Levels of Service: No class/service levels are implied with this KPI.	
5a. Service Hours: The tracking and reporting will cover Sunday to Saturday 0000 to 2400 local time, for eachday of the reporting period.	
6. Performance Category: Seat Asset Incidence Occurrence	
7. Performance Measure Description: Report repair and return to service incidents for seat assets under ITMS Program managed service. The purpose of this KPI is to report the number of individual repair and restoral incidents for all seat asset types under IT Managed Service, for the reporting period. An asset type is any hardware or software item associated with an end user "seat" serviced under IT managed service, such as laptop, desktop, black berry, printer, scanner, monitor, etc.	
7 a. Who: Unisys PMO	7 b. Frequency: Performance is measured per service request and asset type. Measurements will be consolidated and presented monthly for the reporting period.
7 c. Where Measured: SPOC Call Management System or Service Request Management System	7 d. How Measured: Detail the total number of repair/restoral incidents for each asset type.
8. Performance Standard/Level of Service: There are no performance standards or level of service standards applicable to this KPI. The purpose of this KPI is to track and report the number of repair and restoral incidents for each type of seat asset under IT Managed Service to establish a baseline.	
9. Incentive/Disincentive:	

Appendix I-2 Security Key Performance Indicators

1a. ITMS Objective:	KPI #: SEC-KPI-FISMA Compliance
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: FISMA Compliance -KPI	
3. Service Description: Measurement of how well the contractor conforms to all applicable federal IT Security laws & mandates through monthly reports submitted to the government.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: *Monthly*
7 b. Where measured: TSA infrastructure	7 d. How measured: TSA will track the performance of the contractor in completing role-based security training each quarter. As only one-third of the courses for an individual's role-based security training need to be completed within one year, this key performance indicator will track what has been completed by quarter so as to provide both the contractor and the government insight into the role-based security training of the contractors.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

1a. ITMS Objective:	KPI #: SEC-KPI-Vulnerability Assessment
1b. CIO Strategic Objective: Continuously measure & improve performance to provide a more secure IT environment for TSA.	
2. Service Name: Vulnerability Assessment KPI	
3. Service Description: Measurement of how well the contractor conforms to all applicable federal IT Security laws & mandates through monthly reports submitted to the government.	
4. Applicable Service Delivery Points: Managed network environment of TSA	
Class/Levels of Service:	
5a. Service Hours: IT Security shall be managed and 24 x 7.	
6. Performance Category: Security	
7 a. Who: Unisys	7 b. Frequency: *Monthly*
7 b. Where measured: TSA infrastructure	7 d. How measured: TSA will use the key performance indicator (KPI) to track all POA&M items that were not completed by the scheduled completed date. This KPI will allow TSA and the contractor to see how long it takes to complete a POA&M item that missed its scheduled completion date, and it will provide TSA a reporting tool to view and track late POA&M items.
8. Performance Standard/Level of service:	
9. Incentive/Disincentive:	

Appendix J

Example of Quarterly Scoring for Objective Measures

Appendix J – Example of Quarterly Scoring for Objective Measures

A quarterly scoring mechanism will be utilized for assessing whether thresholds associates with objective measures have been met as input into the service domain owner's subjective evaluation of contractor performance. The quarterly scoring mechanism treats the quarter as a single continuous period. As a result, the monthly SLA reports do not directly translate into SLA achievement for the quarter. Specifically, Team Unisys could exceed the SLA thresholds two of the three months in the quarter, yet the SLA would not be have been met for the quarter because their performance in the one month was very low. Alternately, Team Unisys could minimally miss the SLA threshold in two of the three months, yet because of outstanding performance in the one month still receive full credit for the SLA using the quarterly scoring mechanism. An example is shown in Figure I-1, *SLA Scoring System Report - Example* below.

Fig. I-1 – SLA Scoring System Report – Example

SLA	Quarterly Performance	Goal (Min)	SLA Met?	Weighted Score
DEP-5 Site Deployment	31/34 (91%)	90%	Yes	4
SERV-1 Exchange Availability				15
Exchange Server Availability	100%	99.90%	Yes	
Performance	7.8 Sec	10 Sec	Yes	
SERV-2 Wireless Service			Yes	5
Outage Notification	25/25 (100%)	90%	Yes	
Billing Detail	Avg: 4.5 days	7days	Yes	
Billing Quality	Avg: 4.5 days	7days	Yes	
Replacement Equipment	120/120 (100%)	95%	Yes	
New Equipment	98/100 (98%)	90%	Yes	
Functions	99/100 (99%)	90%	Yes	
Resets	122/122 (100%)	90%	Yes	
Suspension	39/40 (97.5%)	90%	Yes	
Termination/Disconnect	99/100 (99%)	95%	Yes	
AVL-10 Server Availability			No	0
Standard (Primary)	210/215 (97.67%)	98%	No	
Standard (Minimum)	215/215 (100%)	85%	Yes	
Mission-Critical	24/24 (100%)	99.99%	Yes	
AVL-11 Repair/Return to Service			Yes	8
Hardware	1631/1788 (91%)	85%	Yes	
LAN	131/134 (98%)	90%	Yes	
WAN	1/1 (100%)	90%	Yes	
AVL-12 Hosted App Incident Response	14/15 (93%)	100%	No	0
AVL-13 IP Service Availability			No	0
Minimum Standard	225/229 (98%)	100%	No	
Primary Standard	227/227 (100%)	95%	Yes	
Minimum High Availability	9/9 (100%)	98%	Yes	
Primary High Availability	9/9 (100%)	100%	Yes	

	OCONUS Minimum Standard	10/10 (100%)	100%	Yes	
	OCONUS Primary Standard	10/10 (100%)	95%	Yes	
	Latency	720/750 (96%)	100%	No	
CUST-5 Call Abandon Rate		851/40,147 (2.1%)	< 5%	Yes	5
CUST-5a Avg Speed to Answer		32 seconds	< 45 sec	Yes	
CUST-6 Customer Satisfaction		4.7	> 4.5	Yes	5
CUST-7 First Call Fix		87%	> 75%	Yes	7
SEC-12 Vulnerability Remediation		7/7 (100%)	90% (low/med)	Yes	7
SEC-13 Security Event Notification		5/5 (100%)	100%	Yes	3
SEC-14 Incident Remediation		6/6 (100%)	90%	Yes	7
SEC-15 Virus Management		94%	90%	Yes	2
SEC-16 Security Risk Remediation		30/30 (100%)	90% (low)	Yes	7
Total					75.0

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
P00102	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $385,580.80**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
		Charles T Eppright Contracting Officer, 571-227-3065	
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)	SEP 16 2004

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-CSL-014.2	SR-40040	LINKS	$20,800.00	05X0508140-2004-5A1DCSL000-1D00000000-25305 (F)
PREQ-04-HRA-052	ADMIN-LANWAN	LAN/WAN Requirements	$337,780.80	05AV000000-2004-1A3GHRMA03-3G00000000-25305 (F)
		TOTAL	$385,580.80	

2. The funded amount of the Task Order contract has increased by $385,580.80 from $610,913,038.95 to $611,271,619.75 . All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 6
2. AMENDMENT/MODIFICATION NO. 00103	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $3,227,900.76**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 09/24/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee; (2) change a funding Unique Identifier for a previous obligation; (3) reallocate previously obligated funding; and (4) incorporate an accepted Unisys proposal; for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATIONS OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00797	11	EMAIL RESILIENCY (SR-40079)	HSHQPA-04-F-00083	$1,500,000.00
Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00				
Accounting Code: NONE000-000-SA-10-55-00-000-10-08-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00				
Accounting Code: NONE000-000-SA-10-25-00-000-10-04-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00				
RUIO-04-00749	11	ADMIN-DHS-HQ-CIO	HSHQPA-04-F-00121	950,000.00
Accounting Code: NONE000-000-SA-10-30-00-000-10-09-0000-00-00-00-00-GE-OE-25-32-000000 for $237,500.00				
Accounting Code: NONE000-000-SA-10-25-00-000-10-04-0000-00-00-00-00-GE-OE-25-32-000000 for $237,500.00				
Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-25-32-000000 for $237,500.00				
Accounting Code: NONE000-000-SA-10-55-00-000-10-08-0000-00-00-00-00-GE-OE-25-32-000000 for $237,500.00				
ROSP-04-00008	11	ADMIN-DHS-HQ-CIO (for Privacy Office)	HSHQPA-04-F-00123	27,696.72
Accounting Code: NONE000-000-SA-10-80-00-000-10-12-0000-00-00-00-00-GE-OE-31-29-000000				
RURG-04-00028	11	ADMIN-DHS-HQ-CIO (for Office of the Secretary, Operational Integration Staff)	HSHQPA-04-F-00085	576,862.56
Accounting Code: RWCF015-RWC-WC-10-85-00-000-10-17-0000-00-00-00-GE-OE-25-11-000000				
ROCR-04-00081	11	ADMIN-DHS-HQ-CIO (for Office of Civil Rights and Civil Liberties)	HSHQPA-04-F-00101	582.93
Accounting Code: NONE000-000-SA-10-65-00-000-10-06-0000-00-00-00-00-(GE)-OE-31-03-000000				
RUIO-04-00735	11	NATIONAL PRESS CLUB BUILDOUT (SR-40054)	HSHQPA-04-F-00087	2,545.40
Accounting Code: IFSR002/000/WX/20-60-01-001/20-07-0000-00-00-00-00-GE-OE-31-10-000000				
RUIO-04-00673	11	WMO GREENWOOD BUILD OUT (SR-40078)	HSHQPA-04-F-00108	37,484.63
Accounting Code: WLPG002/000/WX/20-62-05-000/20-07-0000-00-00-00-00/GE-(OE)-25-14-00/000000				

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RBUS-04-00356	11	ADMIN-DHS-HQ-BTS (NAC – Building 3, 3rd Floor)	HSHQPA-04-F-00125	$ 68,329.92

Accounting Code: NONE000-000-SE-30-10-00-000-30-00-0000-00-00-00-00-GE-OE-25-11-000000

SUBTOTAL (Products and Services) $3,163,502.16

1.B. OBLIGATIONS OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier along with its applicable amount, as shown below.

PR Number;

Accounting Code	WO#	Purpose	Unique Identifier	Amount
RUIO-04-00798	11	ITOP Fee	HSHQPA-04-F-00084	$11,250.00
Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-25-32-000000 for $3,750.00				
Accounting Code: NONE000-000-SA-10-55-00-000-10-08-0000-00-00-00-00-GE-OE-25-32-000000 for $3,750.00				
Accounting Code: NONE000-000-SA-10-25-00-000-10-04-0000-00-00-00-00-GE-OE-25-32-000000 for $3,750.00				
RUIO-04-00799	11	ITOP Fee	HSHQPA-04-F-00122	7,125.00
Accounting Code: NONE000-000-SA-10-30-00-000-10-09-0000-00-00-00-00-GE-OE-25-32-000000 for $1,781.25				
Accounting Code: NONE000-000-SA-10-25-00-000-10-04-0000-00-00-00-00-GE-OE-25-32-000000 for $1,781.25				
Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-25-32-000000 for $1,781.25				
Accounting Code: NONE000-000-SA-10-55-00-000-10-08-0000-00-00-00-00-GE-OE-25-32-000000 for $1,781.25				
ROSP-04-00010	11	ITOP Fee	HSHQPA-04-F-00124	207.73
Accounting Code: NONE000-000-SA-10-80-00-000-10-12-0000-00-00-00-00-GE-OE-31-29-000000				
RURG-04-00027	11	ITOP Fee	HSHQPA-04-F-00086	4,326.47
Accounting: RWCF015-RWC-WC-10-85-00-000-10-17-0000-00-00-00-GE-OE-25-11-000000				
RUIO-04-00736	11	ITOP Fee	HSHQPA-04-F-00088	19.09
Accounting Code: IFSR002/000/WX/20-60-01-001/20-07-000-00-00-00-00-GE-OE-25-11-00-000000				
RUIO-04-00674	11	ITOP Fee	HSHQPA-04-F-00089	135.70
Accounting Code: WLPG002/000/WX/20-62-06-000/20-07-0000-00-00-00-00/GE-(OE)-25-14-00/000000				
RUIO-04-00743	11	ITOP Fee	HSHQPA-04-F-00090	7,830.59
Accounting Code: MR04007-000-MR-20-35-00-000-20-07-0000-00-00-00-00/GE-(OE)-25-11-ITMS00				
RIPS-04-00076	11	ITOP Fee	HSHQPA-04-F-00068	1,694.43
Accounting Code: RPAOTHR-000-A4-3020-00-000-07-01-0000-00-00-00-00-GE-OE-3120-000000				
RIPS-04-00078	11	ITOP Fee	HSHQPA-04-F-00091	8,446.85
Accounting Code: RPAOTHR-000-A4-3020-00-000-07-01-0000-00-00-00-00-GE-OE-3120-000000				
RIBO-04-00105	11	ITOP Fee	HSHQPA-04-F-00066	1,584.93
Accounting Code: NONE000-000-SE-1020-00-000-02-01-0000-00-00-00-00-2514-000000				
RSMD-04-00011	11	ITOP Fee	HSSCHQ-04-F-00724	220.00
Accounting Code: NONE000-000-SE-90-50-VA-003-04-01-0000-00-00-00-00-GE-OE-25-11-000000				
USV-4M-RQ0067	11	ITOP Fee	HSHQPA-04-F-00102	165.90
Accounting Code: USVISIT 000 VI 30-20-00-000 30-05-0000-00-00-00-00 GE-OE-25-00 000000				
RIHS-04-00033	11	ITOP Fee	HSHQPA-04-F-00096	1,074.00
Accounting Code: NONE000-000-CC-1030-00-000-0600-0000-00-00-00-00-GE-OE-2514-000000				

PR Number;

Accounting Code	WO#	Purpose	Unique Identifier	Amount
RIHS-04-00038	11	ITOP Fee	HSHQPA-04-F-00094	$ 82.13
Accounting Code: NONE000-000-CC-1030-000-0600-0000-00-00-00-00-GE-OE-2514-000000				
RICD-04-00057	11	ITOP Fee	HSHQPA-04-F-00097	81.98
Accounting Code: NONE000-000-A4-4030-00-000-0703-0000-00-00-00-00-OE-3110-000000				
RIBO-04-00095	11	ITOP Fee	HSHQPA-04-F-00104	96.70
Accounting Code: NONE000-000-MG-1010-00-000-0100-0000-00-00-00-00-GE-OE-3129-000000				
RUIO-04-00705	11	ITOP Fee	HSHQPA-04-F-00110	40.64
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-GE-OE-25-11-000000				
RUIO-04-00703	11	ITOP Fee	HSHQPA-04-F-00105	169.85
Accounting Code: IFSR002/000/WX/20-60-01-001/20-07-0000-00-00-00-00-GE-OE-25-11-000000				
RUIO-04-00711	11	ITOP Fee	HSHQPA-04-F-00095	111.23
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-GE-OE-25-11-000000				
RUIO-04-00724	11	ITOP Fee	HSHQPA-04-F-00093	3,750.00
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-00-GE-OE-25-11-00000				
RUIO-04-00591	11	ITOP Fee	HSHQPA-04-F-00106	859.15
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-GE-OE-25-11-000000				
RUIO-04-00561	11	ITOP Fee	HSHQPA-04-F-00107	68.58
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-GE-OE-25-11-000000				
RUIO-04-00563	11	ITOP Fee	HSSCHQ-04-X-00702	7,211.46
Accounting Code: 0INF001/000/MA/20-35-00-000/20-07-0500-01-00-00-00-GE-OE-25-11-000000				
ROCR-04-00061	11	ITOP Fee	HSHQPA-04-F-00111	45.81
Accounting Code: NONE000-000-SA-10-65-00-000-10-06-0000-00-00-00-00-GE-OE-25-11-000000				
ROSS-04-00050	11	ITOP Fee	HSHQPA-04-F-00109	72.91
Accounting Code: NONE000-000-SA-10-16-00-000-10-03-0100-00-00-00-00-GE-OE-25-37-000-000				
RBUS-04-00355	11	ITOP Fee	HSHQPA-04-F-00126	512.47
Accounting Code: NONE000-000-SE-30-10-00-000-30-00-0000-00-00-00-00-GE-OE-25-11-000000				
			SUBTOTAL (ITOP Fee for Item 1.B)	$ 57,183.60

1.B.1. OBLIGATIONS FOR ITOP FEE WITH SPECIAL BILLING REQUIREMENTS. The following obligations are executed pursuant to funding provided under Military Interdepartmental Purchase Requests (MIPRs). The contractor shall identify and cite on its invoice(s) the complete MIPR Accounting Classification Code with its applicable amount, as shown below. Invoices for these MIPRs shall be rendered to the following Paying Office address:

DFAS-SA
500 McCullough Avenue
San Antonio, TX 78215-2100

The Government will accept a faxed copy of the invoices to the Paying Office at Fax number 210-527-8837; contact voice number 210-527-8841 to confirm complete receipt. Copies of these invoices shall be rendered to the TSA Acquisition Office and to the Contracting Officer and Contracting Officer's Technical Representative (COTR) for WO 00011, as previously specified in Section G.3, Billing Instructions.

PR Number;
MIPR Number;

MIPR Accounting Code	WO#	Purpose	Unique Identifier	Amount
RSRD-04-00121	11	ITOP Fee	(see Acctg. Code below) (reference: HSHQPA-04-F-00092)	$ 225.00
MIPR # 703120-4154-N946				
MIPR Accounting Classification Code:				
70 3 0800 0142 OHS819921PS001400025GYP1QREA7031204154N946QREAP1 018064				
RSPB-04-00068	11	ITOP Fee	(see Acctg. Code below)	6,000.00
MIPR # 703120-4124-N927				
MIPR Accounting Classification Code:				
70 3 0800 0142 OHS819923PS003100025GYP1QRKX7031204124N927QRKXP1 018064				
RSPB-04-00069	11	ITOP Fee	(see Acctg. Code below)	990.00
MIPR # 703120-4124-N928				
MIPR Accounting Classification Code:				
70 3 0800 0142 OHS819925PS005000025GYP1QRTA7031204124N928QRTAP1 018064				

SUBTOTAL (ITOP Fee - MIPRs, Item 1.B.1)	7,215.00
SUBTOTAL (All ITOP Fees)	64,398.60
TOTAL OBLIGATED (Products, Services and ITOP Fee)	$3,227,900.76

2. CHANGE TO A FUNDING UNIQUE IDENTIFIER. Change is made to the old funding Unique Identifier HSSCHQ-04-F-00734 for the following Purchase Request (PR) that was previously obligated under Modification No. 74 to the Task Order on June 10, 2004:

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	New Unique Identifier	Amount
RUIO-04-00560	11	ADMIN-DHS-HQ-CIO (for N.Y. Avenue – Human Capital Office)	HSHQPA-04-F-00044	$ 9,143.92

Accounting Code: OINF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00/(GE)-OE-31-10-000000

This change has already been made in the WOS (as of August 4, 2004) for SO DHS-208, which was issued for this obligation.

3. REALLOCATION OF PREVIOUSLY OBLIGATED FUNDING. The funds of $200,000.00 previously obligated under Obligation Account Name ADMIN-DHS-HQ-CIO, Unique Identifier HSHQPA-04-F-00050 by Modification No. 00089 are hereby reallocated into the Obligation Account Names and Unique Identifiers as indicated below.

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00720	11	ADMIN-DHS-HQ-CIO	HSHQPA-04-F-00050	$151,291.09
	11	REMEDIATION OF THE DOE FACILITY (SR-40062)	HSHQPA-04-F-00050	48,708.91

Accounting Code: 01NF001/000/MA/20-35-00-000/20-07-0500-02-00-00-00-00/(GE)-0E-25-11/00000

Total $200,000.00

3.A. IN REFERENCE TO SR-40062 FOR REMEDIATION OF THE DOE FACILITY, this reallocation fully funds the proposed FY 2004 costs of $431,557.66, as stated in Unisys Price Proposal V1.0 dated August 4, 2004. This full funding for FY 2004 consists of:

- $232,848.75 as obligated under Modification No. 84 (Unique Identifier HSSCHQ-04-F-00701; PR RUIO-04-00565);
- $150,000.00 as the agreed-upon consideration from Unisys to the Government for the DHS email/exchange server outage of June 14 to 16, 2004 (reference Government letter dated September 14, 2004 on the subject); and
- $48,708.91 as reallocated funding under this Modification.

4. INCOPORATE ACCEPTED UNISYS PROPOSAL. The following accepted Unisys proposal is hereby incorporated by reference into the Task Order for WO 11:

Government acceptance via email on September 24, 2004: SR-40054, National Press Club Build Out, Price Proposal dated June 30, 2004 (hardcopy document dated June 22, 2004) in the total amount of $508,384.64. Products and labor in the amount of $63,901.00 for FY 2004 are fully funded by the $114,553.59 obligated by the Government under Modification No. 74 awarded on June 10, 2004. Accordingly, the one-time Labor for the buildout during FY 2004 in the not-to-exceed amount of $23,493.40 is accepted and fully funded, with a start date of June 10, 2004. The Contractor's incurrence of Labor costs above this funding limit is at its own risk.

In its acceptance of the Unisys proposal, the Government also incorporates the following Service Orders (SOs) that have been issued to fulfill the Government's requirements for products and services under this SR-40054: DHS-209, DHS-213, DHS-214, DHS-216, DHS-218 (IMAC), DHS-232 (D600 Laptops), and DHS-257 (Laptop-related; Labor). The incorporation of these SOs facilitates the program and contract management of these resource requirements in going forward.

5. As a result of this Modification, the total amount funded on the Task Order is increased by $3,227,900.76 from $611,271,619.75 to $614,499,520.51. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
P00104	See Block 16C.	N/A	

6. ISSUED BY CODE	JFKC01	7 ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $340,391.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED SEP 29 2004

PURPOSE:

The purpose of this modification is to:

1. Accept a Service Request into the task order.
2. Provide incremental funding.
3. Incorporate administrative data changes to the task order.

1. ACCEPTANCE OF SERVICE REQUEST:

a.) AUSCIO-431, Cost Proposal "AUS-Chief Information Officer IMAC for Artesia", dated 10 September 2004 V2.1

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
PREQ-04-CIO-272A	ADMIN-BB	TSA Blackberry Requirements	$163,500.00	05AV000000.2004.1C3ECIOB12.3E50000000.233XO (F)
PREQ-04-CIO-295			$158,000.00	05AD000000.2004.5C3ECIOB18.3E50000000.25305 (F)
PREQ-04-CIO-296	NONE	ITOP Fee	$18,891.00 (RESERVED)	05ADR00000.2004.102ECIOR13.3E50000000.25305 (F)
		TOTAL	$340,391.00	

3. H.2 ORDERING PROVISION

The following ordering procedures apply to all CLINS/Work Orders/Service Orders issued on this Task Order. Any supplies/and or services to be furnished under this Task Order will be ordered by issuance of written CLINs/WOs/SOs against this TO. Modification to the TO will incorporate a CLIN/WO or SO and shall be issued in accordance with FAR 52.216-18, 52-216.19, and 52.216-22 (See Section I). In addition:

a. Only an authorized Government Contracting Officer or the following Authorized Ordering Agents(s) (AOAs) can issue an approval for a Service Request or Service Order on the Unisys Web Ordering System or manually under this TO:

Veronica Davis
Olivia Thomas
Robert Orazi
Warren Dudenbostel

4. The funded amount of the Task Order contract has increased by $340,391.00 from $614,499,520.51 to $614,839,911.51 . All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO (if applicable)
P00105	See Block 16C.	N/A	

6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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) Change in period of performance and revision of authority to proceed.

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C DATE SIGNED SEP 21 2004

The purpose of this modification is to revise information related to the Service Request (SR) entitled USVisit.

1. The amount listed in the authorization to proceed originally characterized in modification number 075 of this contract, applicable to the SR entitled USVisit is hereby changed from $15,807,000 by $132,629 to $15,939,629. (This amount includes $883 of authorization that was originally intended to be included in modification 075 for discretely estimated elements.) This adjustment reflects only an adjustment in the amount related to the original authorization to proceed and does not reflect any change in any negotiated price or amount of this contract. This adjustment does not otherwise affect any amount of funding now obligated to the contract with respect to the USVisit SR.

2. The contractor is hereby authorized to procure equipment at an amount not to exceed $131,746 for the Law Enforcement Officer mode of the alternate USVisit Kiosk solution. This amount authorized is likewise included in the amount discussed in paragraph 1 above.

3. The period of performance for the SR entitled USVisit is hereby extended (up to and including) January 28, 2005.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ. NO.	5. PROJECT NO. (If applicable)
P00106	See Block 16C.	N/A	

6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2401A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
No change.

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

[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Megan R. Dake Contracting Officer, 202-997-4374	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

PURPOSE:

The purpose of this modification is to:

1. Reallocate funding to the applicable Service Request; and
2. Extend the period of performance of two Service Requests.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	PR #/Amount
97	PREQ-04-OMB-015	Contact Center O&M Support	$50,000.00	HQCIO-019, "Computer Telephony Upgrade"	PREQ-04-OMB-015.1/ $33,000.00
		TOTAL	$50,000.00	TOTAL	$33,000.00

Note: Balance of $17,000 will remain on SR-40066.

2. EXTEND PERIOD OF PERFORMANCE:

1. Service Request AUSCIO-045 titled "Alert Notifications" period of performance has been extended through 31 October 2004. Sufficient funding exists on the SR to fund this thirty day extension.

Support to be provided by Unisys for the next 30 days is estimated at a maximum of eight hours a week for an Information Systems Engineer 6, or a total of 32 hours for October. At the FY05 ITOP II rate of $110.16, this is $3,525.12 for the 30 day period.

Unisys shall submit a revised cost and technical proposal in accordance with the modification to the SR in the Web Ordering System (WOS). This SR was released to Unisys on 21 September 2004 and a revised cost and technical proposal are due no later then 15 October 2004 at 5:00 PM.

2. Service Request HQCIO-019 titled "Computer Telephony Upgrades" period of performance has been extended through 31 October 2004. Funds in the amount of $33,000 have been reallocated, as stated above, to this SR on PR PREQ-04-OMB-015.1.

The level of support will remain the same, as a continuation of the current level under HQCIO-019. Unisys will provide technical support during TCC hours of operation and on-call support as referenced in the mutually agreed to SR HQCIO-019.

The current average cost per month is $32,000.00 for the current level of support which includes one L3 technician and one Project Manager. It is assumed by Unisys and agreed to by the Government that the cost will remain the same.

3. Service Request SR-40023 titled "Risk Management's" period of performance has been extended through 31 October 2004.

This is a no cost extension. Unisys shall follow-up with a change proposal to the TSA Contracting Officer that addresses these revised dates no later then 8 October 2004 by 5:00 PM.

3. The funded amount of the Task Order contract remains the same in the amount of $614,839,911.51. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO 00107	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	32404A	
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data Increase $1,597,312.23

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee; (2) deobligate funding; (3) reallocate previously obligated funding; and (4) designate an Alternate COTR; for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATIONS OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RSPB-04-00144	11	S&T COMPUTING CENTER REQUIREMENTS (SR-40088)	HSHQPA-04-F-00133	$1,479,000.00
Accounting Code: NONE000-000-SE-90-50-00-000-02-01-0000-00-00-00-00-GE-OE-25-14-000000				
RUIO-04-00765	11	BUILDINGS 4 AND 5 FOR BTS (SR-40089)	HSHQPA-04-F-00141	240,400.00
Accounting Code: OINF001-000-MA-20-35-00-000-20-07-0500-02-00-00-00-GE-OE-25-14-000000				
ROPA-04-00044	11	BUILDIGNS 4 AND 5 FOR BTS (SR-40089)	HSHQPA-04-F-00144	30,862.56
Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-31-75-000000				
			SUBTOTAL (Products and Services)	$1,750,262.56

1.B. OBLIGATIONS OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier along with its applicable amount, as shown below.

PR Number; Accounting Code	WO#	Purpose	Unique Identifier	Amount
RUIO-04-00766	11	ITOP Fee	HSHQPA-04-F-00143	$ 1,803.00
Accounting Code: OINF001-000-MA-20-35-00-000-20-07-0500-02-00-00-00-GE-OE-25-14-000000				
ROPA-04-00045	11	ITOP Fee	HSHQPA-04-F-00145	231.47
Accounting Code: NONE000-000-SE-30-10-00-000-30-00-0000-00-00-00-00-GE-OE-25-11-000000				
			SUBTOTAL (All ITOP Fees)	2,034.47
			TOTAL OBLIGATED (Products, Services and ITOP Fee)	$1,752,297.03

2. DEOBLIGATION OF PREVIOUSLY OBLIGATED FUNDING. The funds of $212,919.36 previously obligated under Obligation Account Name PCII IAIP NETWORK EQUIPMENT(SR-40050) Unique Identifier HSSCHQ-04-F-00767 by Modification No. 00071 are hereby partially deobligated as indicated below.

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RICD-04-00030 (Mod. 71)	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSSCHQ-04-F-00767	$ 212,919.36
Accounting Code: RPAOTHR-000-A4-2020-00-000-0703-0000-00-00-00-00-GESU-2609-000000				
RUIO-04-00030A	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSHQPA-04-F-00052	- 154,984.80
RICD-04-00030	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSSCHQ-04-F-00767	$ 57,934.56
Accounting Code: RPAOTHR-000-A4-2020-00-000-0703-0000-00-00-00-00-GESU-2609-000000				

TOTAL OBLIGATED (by this Modification)	$1,752,297.03
TOTAL DEOBLIGATED (by this Modification)	- 154,984.80
NET CHANGE IN CONTRACT VALUE (by this Modification)	$1,597,312.23

3. REALLOCATION OF PREVIOUSLY OBLIGATED FUNDING. The funds of $1,500,000.00 previously obligated under Obligation Account Name EMAIL RESILIENCY (SR-40079) Unique Identifier HSHQPA-04-F-00083 by Modification No. 00103 are hereby reallocated into the Obligation Account Names and Unique Identifiers as indicated below.

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUIO-04-00797	11	EMAIL RESILIENCY (SR-40079)	HSHQPA-04-F-00083	$ 563,567.05
RUIO-04-00797	11	REMEDIATION OF THE DOE FACILITY (SR-40062)	HSHQPA-04-F-00083	936,432.95

Accounting Code: NONE000-000-SA-10-50-00-000-10-07-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00
Accounting Code: NONE000-000-SA-10-55-00-000-10-08-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00
Accounting Code: NONE000-000-SA-10-25-00-000-10-04-0000-00-00-00-00-GE-OE-25-32-000000 for $500,000.00

Total $1,500,000.00

4. DESIGNATION OF AN ALTERNATE COTR. The following individual is designated as an Alternate Contracting Officer's Technical Representative (COTR) to review and approve Purchase Requests (PRs) and PRs with requirements documents in the absence of the COTR or as requested by the COTR:

Theresa Dixon
Phone: (202) 401-1024

5. As a result of this Modification, the total amount funded on the Task Order is increased by $1,597,312.23 from $614,839,911.51 to $616,437,223.74. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00108	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. NO CHANGE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 9.30.02

PURPOSE:

The purpose of this modification is to:

1. Accept and incorporate acceptance of Unisys proposals and the September 2004 "B" Tables.
2. Reallocate funds.
3. Removal of Contracting Officer funds reservation.

1. UNISYS ACCEPTANCE OF PROPOSALS:

Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submissions:

- Unisys ITMS "B" Table Submission Amendment 18 dated 15 September 2004 and ITMS Labor Categories Designated Rates Amendment 18 dated 15 September 2004.

- AUSCIO-079, CPMIS FTE Labor Category
  Cost Proposal dated 14 October 2003
  Funding for this effort was provided by PR 04-011-148 on contract mod 018 for On-Site IT Specialists

- SR-40010, Threat Image Projection (TIP) Network – Phase 1 and Phase II
  Cost proposal V1.0 dated 24 June 2004
  Unisys Clarification Response dated 4 August 2004
  Rough Order of Magnitude V1.0 dated 24 June 2004

- SR-40010, Threat Image Projections (TIP) Pilot Network, Phase III (Integration & Test), Phase IV (Implementation) and Phase V (Operations and Maintenance) Proof of Concept at BWI
  Cost Proposal V1.1 dated 12 August 2004

- SR-40010, Threat Image Projections (TIP) Pilot Network, Phase III (Integration & Test), Phase IV (Implementation) and Phase IV (Operations and Maintenance at CLE
  Cost Proposal V2.0 dated 20 September 2004

- SR-40003, Phase 2, Interim COOP Design and Implementation Facility Stand Up
  Cost Proposal V3.0 dated 3 June 2004

- AUSCIO-353 Credentialing Program (BITS)
  Addendum to Cost Proposal – LCAT Addition dated 26 August 2004

- AUSCIO-239, BITS/ANACI Databases
  Cost Proposal dated 10 December 2003

- MSPPO-028, TRACE (TX/RX Remote Access Solution)
  Cost Proposal V4.1 dated 27 August 2004

AUSCIO-089, FOIA Application Development
Cost Proposal V5.0 dated 3 August 2004

HQCIO-024 Mod 1, TSOC Diverse Circuit Path Installation Services
Cost Proposal dated 31 August 2004

SR-40064, WPT Screener Certification Test
Cost Proposal V2.0 dated 2 September 2004

SR-40073, TSOC WebEOC Standup
Cost Proposal V1.0 dated 8 September 2004

AUSCIO-154, Electronic Surveillance System - El Paso Airport (ELP)
Cost Proposal V2.0 dated 10 September 2004

MSPPO-048, Enterprise Virtual Private Network (VPN)

- MSPPO-069, Additional Desktop Applications Deployment – Phase 2
  Cost Proposal V3.0 dated 9 September 2004

- MSPPO-069 Additional Desktop Applications Deployment-Phase 3
  Cost Proposal V2.0 dated 9 September 2004

- SR-40016, (SPOC)
  Cost Proposal V2.0 dated 9 September 2004

2. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	Amount
29	03-FIN-037	HQCIO-003/004, AUSCIO-017/AUSCIO-039 In Support of Oracle Financials	$32,400.00	SR-IMAC-10089 NON Standard PC for CFP/Office of Financial Management (PREQ-04-FIN-060)	$32,400.00
29	03-FIN-037	HQCIO-003/004, AUSCIO-017/AUSCIO-039 In Support of Oracle Financials	$64,800.00	SR-IMAC-10090 CFO Payroll Data Reporting Storage Space (PREQ-04-FIN-061)	$64,800.00
		TOTAL	$97,200.00	TOTAL	$97,200.00

2. In contemplation of establishing funding for a future event, Contract Mod 028 reallocated two funding amounts; Item number 44 in the amount of $643,378 and Item 45 in the amount of $106,332 to SR# TBD Deloitte Site Transition from Reston. The Service Request (SR) for the Deloitte Site Transition from Reston never materialized, consequently these funds are to be reallocated to WO#05 SOO. This reallocation results in no change in the total funded of a specific PR or in the total overall Task Order funding.

Contract Mod 028:

FROM						TO		
Item	Contract Mod	WO#	PR Number	SR#/Title	Amount	WO#	SO#/Title	Amount
44	#011	5	03-011-110 (old) 03-011-104 (new)	MSPPO-005 Primavera Pilot	$643,678.00	8 (old) 5 (new)	SR#TBD Deloitte Site Transition From Reston (old) WO#5 SOO (new)	$643,678.00
45	#012	1	03-011-129	LANWAN v2	$106,322.00	8 (old) 5 (new)	SR# TBD Deloitte Site Transition From Reston (old) WO#05 SOO (new)	$106,332.00

3. The Contracting Officer reservation of funds established on contract MOD 40, MSPPO-048, Virtual Private Network, PR # PREQ-04-CIO-008 is hereby removed.

4. The funded amount of the Task Order contract has remained unchanged. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5 PROJECT NO. (if applicable)
P00109	See Block 16C.		

6 ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

NO CHANGE.

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) Unilateral Modification. FAR 43.103 (b)

E. IMPORTANT: Contractor	X	is not,		Is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Megan R. Dake Contracting Officer, 202-997-4374	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Megan R. Dake (Signature of Contracting Officer)	16C. DATE SIGNED 01 Oct 04

SE:

)ose of this modification is to:

:t a previous modification.

RECT MODIFICATION 14:

ıtion 14 incorrectly stated the total amount of funding obligated to WO 9 as well as referenced an incorrect WO.

! should be replaced with the following:

COUNTING AND APPROPRIATION DATA (If required) ıtinuation pages for accounting and appropriation data.	Increase	$2,845,053.34

rections in Attachment 1 below should replace these sections in Attachment 1 in modification 14.

:ment 1 - Accounting and Appropriation Data (Standard Form 30, Block 12):

ımber	WO #	SR Number	Service Request Title	Amount	TSA Accounting Code
-011-013	9	AUSCIO-056	DHS Communications and IT Seats	$1,347,077.19	05X0508109/2003/102ECIOR04/2E50000000/25305
	9	DHS-044	DHS Communications and IT Seats	$1,204,838.21	05X0508109/2003/102ECIOR04/2E50000000/25305
	9	DHS-067	TOPOFF	$31,438.00	05X0508109/2003/102ECIOR04/2E50000000/25305
	9	AUSCIO-028	eGov Applications – DHS Web Site Standup	$261,699.94	05X0508109/2003/102ECIOR04/2E50000000/25305
			Subtotal added to contract:	$ 2,845,053.34	

ıe funded amount of the Task Order contract has not changed and remains at $616,437,223.74. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00110	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $22,156.44**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED OCT 8 2004

PURPOSE:

The purpose of this modification is to:

1. Accept a Service Request into the task order.
2. Provide incremental funding.
3. Administrative Correct

1. ACCEPTANCE OF SERVICE REQUEST:

Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submissions:

a.) SR-40027, Cost Proposal "US VISIT Handheld Pilot", dated 10 September 2004

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205CPO011	ADMIN-HQ-GFE	GFE in support of TSA HQ	$15,463.65	5-AD056A000D-2005-HQA010-GE0000-7700-1L00-CPO000-1L00000000000000-3179-61006600 (F)
21-05-205CPO012	ADMIN-HQ-OA	TSA HQ Seat, Office Automation, & Communication	$6,692.79	5-AD056A000D-2005-HQA010-GE0000-7700-1L00-CPO000-1L00000000000000-3179-61006600 (F)
		TOTAL	**$22,156.44**	

3. ADMINISTRATIVE CORRECTION:

Modification 106 contained a typing error. The reallocation funding amount to be moved from PREQ-04-OMB-015 should read $33,000.00 vice $50,000.00.

4. The funded amount of the Task Order contract has increased by $22,156.44 from $616,437,223.74 to $616,459,380.18 . All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00111	See Block 16C.		

6 ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $3,678,071.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Charles T. Eppright (Signature of Contracting Officer)	16C. DATE SIGNED OCT. 22, 2004

PURPOSE:

The purpose of this modification is to:

1. Accept a Service Request into the task order.
2. Reallocate funding to the applicable Service Request.
3. Provide incremental funding.

1. ACCEPTANCE OF SERVICE REQUEST:

Unisys Proposal Acceptance: Accept and incorporate by reference the following Unisys proposal submissions:

a.) Under Service Request titled "Wireless Services Solution", the following proposal is accepted: Proposal Addendum – Wireless Services V7.0; Modification 1.0: September 2004

b.) SR-40027, Enhanced Kiosk, Cost Proposal, dated 30 September 2004.

c.) SR-40060, BITS II FY05 Support, Cost Proposal V1.0, dated 17 September 2004

d.) SR-40075, TSOC Internet, Cost Proposal V1.0, dated 31 August 2004

2. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	PR # & Amount
96	PREQ-04-AOP-063.3	SR-40044 IAC Phase II	$38,000.00	TSA-HQ-OA HQ Office Automation Requirement	$38,000.00
		TOTAL	$38,000.00	TOTAL	$38,000.00

3. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205-FIN-004	ADMIN-KRONOS T&M Labor	T&M Labor	$856,750.00	5-AD056A000D-2005-ITS010-GE0021-7500-3C00-CFO000-3C130000000000000-252R (F)
21-05-205-FIN-004	ADMIN-KRONOS	Product	$1,953,518.00	5-AD056A000D-2005-ITS010-GE0021-7500-3C00-CFO000-3C130000000000000-252R (F)
21-05-205-FIN-004	ADMIN-KRONOS	Other Direct Costs	$867,803.00	5-AD056A000D-2005-ITS010-GE0021-7500-3C00-CFO000-3C130000000000000-252R (F)
		TOTAL	$3,678,071.00	

3. The funded amount of the Task Order contract has increased by $3,678,071.00 from $616,459,380.18 to $620,137,451.18. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 3

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (If applicable)
P00112	See Block 16C.	N/A	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

$88,431.44

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modification. FAR 43.103 (b)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Megan R. Dake Contracting Officer, 202-997-4374	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Megan R. Dake	16C. DATE SIGNED 29 Oct. 2004

PURPOSE:

The purpose of this modification is to:

1. Reallocate funding from the applicable Service Request to the applicable Service Request as addressed below;
2. Obligate additional funding, and;
3. Extend the period of performance of three Service Requests.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	PR #/Amount
97	PREQ-04-OMB-015	"Contact Center O&M Support"	$17,000.00	HQCIO-019, "Computer Telephony Upgrade"	PREQ-04-OMB-015.2/ $17,000.00
		TOTAL	$17,000.00	TOTAL	$17,000 00

2. OBLIGATE FUNDING:

Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests. Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205-OMB-001	HQCIO-019	Computer Telephony Upgrade	$15,000.00	5-AD056A000D-2005-1TS010-GE0026-7500-1G00-OMB000-1G20000000000000-253F
21-05-205-CIO-004	SR-40024	Converged LMR Network Access	$ 73,431.44	5-AV05XA000D-2005-SDE030-IMLM00-2300-3E00-CIO-3E50000000000000-252R
		TOTAL	$88,431.44	

3. EXTEND PERIOD OF PERFORMANCE:

1. Service Request HQCIO-019 titled "Computer Telephony Upgrades" period of performance has been extended through 30 November 2004. Funds in the amount of $17,000 have been reallocated, as stated above, to this SR on PR PREQ-04-OMB-015.2. Additional funds have been obligated to this SR in the amount of $15,000.00 on PR 21-05-205-OMB-001. Total funds for this extension total $32,000.00.

The level of support will remain the same, as a continuation of the current level under HQCIO-019. Unisys will provide technical support during TCC hours of operation and on-call support as referenced in the mutually agreed to SR HQCIO-019.

The current average cost per month is $32,000.00 for the current level of support which includes one I3 technician and one Project Manager. It is assumed by Unisys and agreed to by the Government that the cost will remain the same.

2. Service Request SR-40023 titled "Risk Management's" period of performance has been extended through 30 November 2004.

This is a no cost extension. Unisys shall follow-up with a change proposal to the TSA Contracting Officer that addresses these revised dates no later then 8 November 2004 by 5:00 PM.

3. Service Request AUSCIO-045 titled "Alert Notification's" period of performance has been extended through 30 November 2004. Sufficient funding exists on the SR to fund this thirty day extension.

Support to be provided by Unisys for the next 30 days is estimated at a maximum of eight hours a week for an Information Systems Engineer 6, or a total of 32 hours for November. At the FY05 ITOP II rate of $110.16, this is $3,525.12 for the 30 day period.

Unisys shall submit a revised cost and technical proposal in accordance with the modification to the SR in the Web Ordering System (WOS) no later then 5 November 2004 at 5:00 PM.

4. The funded amount of the Task Order contract has changed from $620,137,451.18 by $88,431.44 to $620,225,882.62. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO (If applicable)
P00113	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $5,870,513.20

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B. UNITED STATES OF AMERICA BY Charles T. Eppright	16C. DATE SIGNED NOV 5 2004

PURPOSE:

The purpose of this modification is to:

1. Reallocate funding to the applicable Service Request.
2. Provide incremental funding.

1. REALLOCATE FUNDING:

1. Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR or in the total overall Task Order funding.

FROM				TO	
Contract MOD	PR #	From SR # & SR Title	Amount	To SR # & SR Title	PR # & Amount
96	PREQ-04-TQP-652B	ADMIN-SCREENER	$46,427.00	SR-40064 Screener Certification Proposal	$46,427.00
97	PREQ-04-COO-039	ADMIN-TSCC	$29,600.00	MSPPO-020 Communications Operations	$29,600.00
		TOTAL	$76,027.00	TOTAL	$76,027.00

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-20-5-CIO001	ADMIN-HQ-OA	TSA HQ Seat, Office Automation, & Communication	$122,183.75	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO003	ADMIN-LMR	Land Mobile Radio Requirement	$3,177,000.00	5-AV05XA000D-2005-SDE030-IMLM00-2300-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO005	AUSCIO-087	Rent	$207,691.86	5-AD056A000D-2205-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO-006	MSPPO-027	Full TSA ITMS Deployment-System Support	$1,814,928.75	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO-007	ITOP FEE	ITOP FEE	$315,000.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO-009	MSPPO-020	Communications Operations	$129,549.82	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (P)
21-05-20-5-CIO-010	SR-40003	Interim HQ COOP Facility	$62,007.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO015	ADMIN-CELL	TSA cell Phone Requirements	$12,562.42	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
2105205-HRA-013	ADMIN-COTS	Individual COTS Software Requirements	$6,549.84	5-AV05XA000D-2005-PSS040-GE0000-2500-3G00-HRM000-3G0000000000000-3130 (F)
21-05-205SEC005	AUSCIO-089	FOIA Application Development FY05 Recurring Product	$23,039.76	5-AD056A000D-2005-HQA010-GE0000-7700-1J00-SEC000-1J40000000000000-2570 (P)
		TOTAL	$5,870,513.20	

3. The funded amount of the Task Order contract has increased by $5,870,513.20 from $620,225,882.62 to $626,096,395.82. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO 00114	3. EFFECTIVE DATE See Block 16C.	PRJ N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data Increase $2,398,733.01

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 11/09/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee; and (2) perform an administrative correction to a Purchase Request (PR) cited for a previous deobligation of funding; for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATION OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RUI0-05-00500	11	ADMIN-DHS-HQ-CIO	HSHQPA-05-F-R00185	$2,380,876.44
Accounting Code: OCIO001-000-MA-20-35-00-000-20-07-0000-00-00-00-00-GE-OE-25-17-000000				
			SUBTOTAL (Products and Services)	$2,380,876.44

1.B. OBLIGATION OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier along with its applicable amount, as shown below.

PR Number; Accounting Code	WO#	Purpose	Unique Identifier	Amount
RUIO-05-00500	11	ITOP Fee	HSHQPA-05-F-R00185	$ 17,856.57
Accounting Code: OCIO001-000-MA-20-35-00-000-20-07-0000-00-00-00-00-GE-OE-25-17-000000				
			SUBTOTAL (ITOP Fee)	17,856.57
			TOTAL OBLIGATED	$2,398,733.01

2. CORRECTION TO PURCHASE REQUEST (PR) CITED FOR DEOBLIGATION OF PREVIOUSLY OBLIGATED FUNDING. Under Modification No. 00107 dated September 30, 2004, the funds of $212,919.36 previously obligated under Obligation Account Name PCII IAIP NETWORK EQUIPMENT(SR-40050) Unique Identifier HSSCHQ-04-F-00767 (by Modification No. 00071) were partially deobligated as indicated below. The correct PR for the deobligation is RICD-04-00030A as shown below, which replaces the incorrect PR RUIO-04-00030A. Since this deobligation was effected on Modification No. 00107, this administrative correction on this Modification does not affect the total dollars obligated for this Task Order.

PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RICD-04-00030 (Mod. 71)	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSSCHQ-04-F-00767	$ 212,919.36
Accounting Code: RPAOTHR-000-A4-2020-00-000-0703-0000-00-00-00-00-GESU-2609-000000				
RICD-04-00030A	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSHQPA-04-F-00052	-154,984.80
RICD-04-00030	11	PCII IAIP NETWORK EQUIPMENT (SR-40050)	HSSCHQ-04-F-00767	$ 57,934.56
Accounting Code: RPAOTHR-000-A4-2020-00-000-0703-0000-00-00-00-00-GESU-2609-000000				

3. As a result of this Modification, the total amount funded on the Task Order is increased by $2,398,733.01 from $626,096,395.82 to $628,495,128.83. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 1

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00115	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. The "Changes" clauses in force under the contract as prescribed by FAR Part 43.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

1. The purpose of this modification is to suspend a requirement under the contract.
2. Until further notice from the Contracting Officer, the Contractor is hereby relieved from compliance with Modification 087 dated August 9, 2004 and the Transportation Security Administration clause 3.14.6 entitled "Pre-Employment Security Screening of Contractor Employees" (JULY 2004) added to the contract therein. Further instructions will follow when the Government has resolved apparent inconsistencies in establishing employee security screening requirements, particularly those involving performance on Government information technology systems. Security instructions are otherwise listed and remain in full force under this contract.
4. This modification results in no change to the prices or funding otherwise established under the contract. All other terms and conditions of the contract remain unchanged and in full force and effect.

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)		Charles T Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED NOV 5 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR#	5. PROJECT NO. (if applicable)
P00116	See Block 16C.	N/A	

6. ISSUED BY CODE		7 ADMINISTERED BY (If other than Item 6) CODE	
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202	JFKC01	See block 6.	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $5,621,103.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Page.

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)	
		Charles T Eppright Contracting Officer, 571-227-3065	
15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED NOV 10 2004
(Signature of person authorized to sign)			

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205AOP043	ADMIN-SABRE	Screener Scheduling Requirements	$5,621,103.00	5-AVO5XA000D-2005-SDE030-GE0029-2500-AB00-AOP000-2B22000000000000-252R (F)
		TOTAL	$5,621,103.00	

3. The funded amount of the Task Order contract has increased by $5,621,103.00 from $628,495,128.83 to $634,116,231.83. All other terms and conditions remain unchanged.

Contract DTSA20-02-D-00485
Modification POO117

1. This modification of the subject ITMS contract between the Transportation Security Administration and Unisys specifies that Unisys will use an effective Earned Value Management System (EVMS) on this contract in accordance with the Earned Value Management System Criteria established by the Office of Management and Budget (OMB) under Earned Value Management Systems EIA Standard 748-A. Unisys will likewise use an Work Breakdown Structure for all projects as herein specified.

2. Unisys shall:

A. Ensure that EVMS is used for program management and is integrated into the contractor's scheme of risk identification and abatement.
2. Comply with the EVMS Criteria by:
a. Training designated program personnel in the use of EVMS
b. Accomplishing early, comprehensive planning to provide a quality baseline ready for examination in the Integrated Baseline Review (IBR) process.
c. Integrating cost, schedule and technical planning into a single, well controlled performance measurement baseline (PMB).
d. Establishing clear lines of authority and responsibility for accomplishment of work elements.
e. Using problem identification information early, and continuously, to formulate corrective action/work around plans to mitigate significant variances from the baseline plan.
f. Providing valid and timely management information.
B. Encourage continuous improvement and innovation.
C. Ensure that Unisys' external cost and schedule reports contain:
    1. Information that depicts actual conditions.
    2. Information derived from the same database as that used by Unisys for management of the business.
    3. Variance analyses that include corrective action in regard to cost, schedule, technical, other problem areas; as well as proposed date for cost and schedule recovery.
D. Maintain a disciplined management process using EVMS, including effective Team-work between Unisys and the Transportation Security Administration.
E. Effectively communicate surveillance findings/results to appropriate Unisys and Transportation Security Administration individuals and follow up to assure early correction of system problems.
F. Maintain metrics to determine the effectiveness of the performance measurement system and to distinguish between systemic and non-systemic problems.
G. Reduce the cost of surveillance by combining resources to achieve common goals.

3. Unisys shall participate in a joint surveillance process:
A. Earned Value Management System. Surveillance emphasis of the Unisys accepted system occurs in five principal areas:
    1. Demonstrate use of EVMS methods to establish the project management baseline (PMB)
    2. Demonstrated use of EVMS data in as an integral part of program management.
    3. Demonstrated commitment to continuous EVMS improvement.
    4. Early identification of systematic problems.
    5. Maintenance of the Unisys EVMS.
    6. Effective and responsive corrective action.

B. The PCO and Unisys PMO will be the Joint Surveillance Team.

C. Communications. The PCO and Unisys PMO is integral to the EVMS system and communicate openly with all members of the ITMS contract. Results will be a topic of discussion at periodic management meetings. Unisys shall provide access to data generated from the performance measurement system and keeps the TSA PCO advised on changes or modifications.

D. Communications Schedule. The TSA PCO will establish a performance schedule with periodic meetings for the review of EVMS metrics, results from CPR analysis, results from IBRs and concerns of the Transportation Security Administration OIT.

E. Reviews: Data collected through performance reviews and open areas of concern from IBRs and Transportation Security Administration OIT will be used as inputs to the review process. Targeted reviews are conducted by team members (consisting of Unisys/Transportation Security Administration mix) when performance activities point to areas where EVMS compliance indicators are no longer within acceptable limits and other inputs point to areas of concern.

4. This modification of the subject ITMS contract between the Transportation Security Administration and Unisys specifies that Unisys will use an effective means to develop, implement and document Work Breakdown Structures (WBS) for programs and projects within the ITMS contract. The WBS format will adhere to the Project Management Institute (PMI) Practice Standard for Work Breakdown Structures dated 2001.

5. Unisys shall:

A. Ensure that Work Breakdown Structures (WBS) are used with all programs and projects.

B. Comply with the WBS Criteria by:

a. Training designated program and project personnel in the use of WBS
b. Documenting to the appropriate WBS level. Three levels for FFP contracts and 5 or greater based on Cost plus or T&M contracts.
c. Integrating cost and resources to the appropriate WBS work package level.
d. Establishing clear lines of authority and responsibility for accomplishment of the WBS.
e. Establishing cost accounts for work packages.
f. Development of a WBS dictionary.

C. Encourage continuous improvement and innovation.

D. Ensure that the WBS is validated and reviewed with the appropriate Government Point of Contact.

D. The TSA PCO and Unisys PMO will be the review team.

a. The TSA PCO and Unisys PMO will review the WBS being developed.
b. The TSA PCO and Unisys PMO will direct corrections to the WBS.
c. The TSA PCO and Unisys PMO will track and report on the quality and quantity of WBSs.
d. The TSA PCO and Unisys PMO will archive the developed and implemented program and project WBSs.

E. Communications. The TSA PCO and Unisys PMO are integral to the development, implementation and documentation of the program and project WBSs. The TSA PCO and Unisys PMO will communicate openly with all members of the ITMS contract on the development and implementation of the WBS requirement. Development, quality and quantity will be a topic of discussion at periodic management meetings.

F. Communications Schedule. The Unysis PMO will establish a schedule with periodic meetings for the review of the WBS requirement and process and what changes may be required for approval by TSA OIT.

6. This modification results in no change to any price otherwise established under this contract.

7. All other terms and conditions of this contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00118	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $19,725,356.02**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)	
		Charles T. Epperight Contracting Officer, 571-227-3085	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED NOV 19 2002
(Signature of person authorized to sign)			

PURPOSE:

The purpose of this modification is to:

1. Accept three Service Requests into the task order.
2. Provide incremental funding.
3. Extend the period of performance of a Service Request.

1. ACCEPTANCE OF SERVICE REQUEST:

a) SR-40024 "DFW LMR Converged Network Access" under Work Order: 0003:
Cost proposal dated 01 October 2004 Version 2.0
Technical Proposal dated October 2004 Version 1.1
Clarification Response dated 09 November 2004
Note: Funds had been previously obligated under SR-40024 on PR PREQ-04-CIO-229 in the amount of $41,750.00. In addition, PR 21-05-20-5-CIO004 in the amount of $73,431.44 was also obligated to the contract via modification 112.

b) SR-40081 "Automated Attendant System" under WO 0001:
Cost Proposal titled Automated Attendant System Cost Proposal" Version 1.0 dated 25 October 2004 in the total time and materials amount of $4,484.00
Technical Proposal titled "Automated Attendant System Technical Proposal" Version 1.0 dated October 2004
Clarification Responses dated 9 November 2004 and 15 November 2004
Note: Funds have been previously obligated to this Service Request from PR # PREQ-04-EEO-027 in the amount of $4,500.00 via modification 097. Total funds for this effort are in the amount of $4,500.00.

c) SR AUSCIO-045 titled "TSA Operating Platform – Alert Notification System"
Cost proposal dated 18 November 2004
Technical Proposal, Amendment 1, dated 10 November 2004
Note: Funds previously obligated to the contract from PR #'s PREQ-04-CIO-269 and 03-011-167 will be used to fully fund this effort.

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-20-5-CIO-011	ADMIN-FSD-IMAC	FSD IMAC Requirement	$208,069.07	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO-012	ADMIN-FSD-IMAC	FSD IMAC Requirement	$9,094.26	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-5-20-5-CIO025	ADMIN-CELL	TSA Cell Phone Requirements	$1,698,891.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-5-20-5-CIO026	ADMIN-LANWAN	LAN/WAN Requirements	$13,054,266.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-5-20-5-CIO027	AUSCIO-318	Operations & Maintenance Support for Legacy Systems	$575,000.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-5-20-5-CIO031	AUSCIO-034	GFE Transition-NCS Pearson GFE PC's	$164,125.62	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO034	AUSCIO-145	Network Connectivity between TSA/HQ & Reston LMS	$7,883.75	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO036	MSPPO-046	Fingerprint/LEM S/NCIC	$12,500.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO037	HQCIO-021	Secure	$164,231.25	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)

21-05-20-5-CIO039	HQCIO-024	Site Survey for Standup of TSA Joint Command Center at Cabot Tech	$756,520.07	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO043	AUSCIO-046	e-GOV Operating Platform R1A	$3,042,775.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-205-OMB-003	HQCIO-019	Computer Telephony Upgrade	$32,000.00	5-AD056A000D-2005-ITS010-GE0026-7500-1G00-OMB000-1G20000000000000-253F (F)
		TOTAL	$19,725,356.02	

3. EXTEND PERIOD OF PERFORMANCE:

1. Service Request HQCIO-019 titled "Computer Telephony Upgrades" period of performance has been extended through 31 December 2004. Additional funds have been obligated to this SR in the amount of $32,000.00 on PR # 21-05-205-OMB-001. Total funds for this extension total $32,000.00

   The level of support will remain the same, as a continuation of the current level under HQCIO-019. Unisys will provide technical support during TCC hours of operation and on-call support as referenced in the mutually agreed to SR HQCIO-019

   The current average cost per month is $32,000.00 for the current level of support, which includes one I3 technician and one Project Manager. It is assumed by Unisys and agreed to by the Government that the cost will remain the same.

4. The funded amount of the Task Order contract has increased by $19,725,356.02 from $634,116,231.83 to $653,841,587.85. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. 00119	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485 10B. DATED (see item 13) 13 August 2002
CODE: 15-078-0674 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 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 continuation pages for accounting and appropriation data. **Increase $433,701.83**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 11/24/2004

PURPOSE:

The purpose of this modification is to: (1) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee; and (2) reassign a Purchase Request (PR) from one Service Request (SR) to another SR; for Work Order (WO) No. 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATION OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS The Prism Identifier is for the Government's internal reference, as a number generated out of the automated procurement system used by DHS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

Unique Identifier, PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Prism Identifier	Amount
USV-5M-RQ0004	11	ADMIN-DHS-HQ-BTS (US-VISIT New Blackberrys, SO DHS-279)	HSHQPA-05-F-R00183	$ 11,269.65
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
USV-5M-RQ0010	11	ADMIN-DHS-HQ-BTS (US-VISIT Blackberry Leases FY 05 under SO DHS-247)	HSHQPA-05-F-R00191	64,284.00
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
USV-5M-RQ0011	11	ADMIN-DHS-HQ-BTS (US-VISIT Blackberrys: activate 8 voice plans under SO DHS-247)	HSHQPA-05-F-R00192	6,385.92
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
ROSS-05-00009	11	ADMIN-DHS-HQ-CIO (Office of Security: Reimaging GFE Desktops)	HSHQPA-05-F-R00188	3,888.44
Accounting Code: NONE-000-000-SA-10-16-00-000-10-03-0100-00-00-00-00-GE-OE-25-37-000-000				
RIBO-05-00013	11	HOUSTON IT REQUIREMENTS (Additional products: SO DHS-285)	HSHQPA-05-F-R00190	344,645.28
Accounting Code: NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3110-000000				
			SUBTOTAL (Products and Services)	$430,473.29

1.B. OBLIGATION OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier along with its applicable amount, as shown below.

Unique Identifier, PR Number; Accounting Code	WO#	Purpose	Prism Identifier	Amount
USV-5M-RQ0004	11	ITOP Fee	HSHQPA-05-F-R00183	$ 84.52
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
USV-5M-RQ0010	11	ITOP Fee	HSHQPA-05-F-R00191	482.13
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
USV-5M-RQ0011	11	ITOP Fee	HSHQPA-05-F-R00192	47.89
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				

Unique Identifier, PR Number; Accounting Code	WO#	Purpose	Prism Identifier	Amount
ROSS-05-00008	11	ITOP Fee	HSHQPA-05-F-R00189	$ 29.16
Accounting Code: NONE-000-000-SA-10-16-00-000-10-03-0100-00-00-00-00-GE-OE-25-11-000-000				
RIBO-05-00013	11	ITOP Fee	HSHQPA-05-F-R-00190	2,584.84
Accounting Code: NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3110-000000				
			SUBTOTAL (ITOP Fee)	3,228.54
			TOTAL OBLIGATED	$433,701.83

2. REASSIGNMENT OF PURCHASE REQUEST (PR) FROM ONE SERVICE REQUEST (SR) TO ANOTHER SR. Under Modification No. 00103 dated September 24, 2004, PR RBUS-04-00356 was assigned to SR ADMIN-DHS-HQ-BTS. This PR and its SO DHS-267 are reassigned to BUILDINGS 4 AND 5 BTS (SR-40089) as set forth below. This reassignment on this Modification does not affect the total dollars obligated for this Task Order.

Unique Identifier, PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Prism Identifier	Amount
RBUS-04-00356	11	BUILDGINGS 4 AND 5 BTS (SR-40089) (SO DHS-267)	HSHQPA-04-F-00125	$ 68,329.92
Accounting Code: NONE000-000-SE-30-10-00-000-30-00-0000-00-00-00-00-GE-OE-25-11-000000				

3. As a result of this Modification, the total amount funded on the Task Order is increased by $433,701.83 from $653,841,587.85 to $654,275,289.68. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00120	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE JFKC01		7. ADMINISTERED BY (If other than Item 6) CODE S2404A		
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (see item 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485	
CODE: 15-078-0674	FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $20,277,967.91**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. **IMPORTANT:** Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C DATE SIGNED
			DEC 8 2004

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.
2. Administrative Correction.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205AOP061	AUSCIO-023	Site Preparation	$15,000.00	5-AV05XA000D-2005-SDE020-GE0000-2500-2B00-AOP000-2B12SGF000000000-252R (F)
21-05-20-5-CIO016	ADMIN-FAM	FAM Seats, IMACs, Office Automation, & Communication	$22,271.76	5-AD056A000D-2005ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-5-20-5-CIO030	AUSCIO-019	TSA HQ Relocation	$6,746,731.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO040	MSPPO-026	TSA HQ Infrastructure	$744,365.75	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO042	MSPPO-053	TSA Hosting Center	$1,252,892.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO050	ADMIN-SCREENER	Net Screener Email Accounts	$981,000.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO051	HQCIO-008	Security Specialists	$758,354.00	5-AD0526A000D-2005-ITS010-IMSP00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO052	AUSCIO-008	Security Engineering Services	$505,000.00	5-AD056A000D-2005-ITS010-IMSP00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO055	AUSCIO-115	Veridian Bldg Recurring Equipment Costs	$1,781.48	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO056	AUSCIO-159	TSA Joint Command Ctr at Cabot Tech	$223,868.01	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO057	MSPPO-069	SPOC recurring equipment costs	$278,550.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO058	AUSCIO-047	EGov Operating Platform 1B Recurring T&M	$2,162,500.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E5000000000000000-252R (F)
21-05-20-5-CIO059	AUSCIO-017	Oracle Enterprise License recurring equipment	$3,057,000.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E500000000000000-252R (F)
21-05-20-5-CIO-060	AUSCIO-204	TSA HQ USER MIGRATION	$350,000.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000000-252R (F)
21-05-20-5-CIO061	AUSCAO-073	Crystal Drive Recurring Equipment Costs	$2,015.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO062	AUSCIO-019	TSA HQ Relocation	$331,326.00	5-AD056A000D-2005-ITS010-IMIN00-7200-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO065	HQCIO-021	Red Switch Secure Voice Data Recurring Equipment Costs	$549.33	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E5000000000000000-252R (F)
21-05-20-5-CIO067	MSPPO-026	HQ Infrastructure	$946.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO069	MSPPO-075	HIGH SPEED COPIERS	$582,830.40	A-AV056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO073	AUSCIO-047	Egov Operating Platform 1B Recurring Equipment	$2,162,500.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E5000000000000000-252R (F)
21-05-205CPO027	ADMIN-	TSA Cell Phone	$4,834.80	5-AD055A000D-2005-HQA010-GE0000-7700-1L00-CPO000-

21-05-205-FIN-013	AUSCIO-446	USCG Plug-Ins for Field Deployment	$75,000.00	5-AD056A000D-2005-ITS010-GE0027-7500-3C00-CFO000-3C1300000000000-251B (F)
21-05-205-NRA002	ADMIN-ONRA	CAPPS/ONRA Seats, IMACs, Office Automation & Communication Requirements	$9,532.38	5-05AVXB020D-2005-PSS060-GE0055-2300-1000-NRA000-1010000000000000-252R (F)
21-05-205-NRA003	ADMIN-BB	TSA Blackberry Requirements	$9,120.00	5-AV05XB020D-2005-PSS060-GE0055-2300-1000-NRA000-1010000000000000-252R (F)
		TOTAL	**$20,277,967.91**	

2. ADMINISTRATIVE CORRECTION:

In accordance with Section G-Contract Administration Data subpart G.3 Billing Instructions:

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

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23326-4111

3. The funded amount of the Task Order contract has increased by $20,277,967.91 from $654,275,289.68 to $674,553,257.59. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. 00122	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (if applicable) DHS HQ (WO 11)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106	(✓)	9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $1,333,801.79**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 12/10/2004

PURPOSE:

The purpose of this modification is to: (1) provide funding direction for Service Requests (SRs) transferred from "DHS Standup" Work Order (WO) 0009 to WO 0011 for Fiscal Year (FY) 2005 and future; (2) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee for WO 0011 (titled "DHS HQ") under the Task Order; and (3) incorporate accepted Unisys proposals.

MODIFICATION:

1. SERVICE REQUESTS (SRs) TRANSFERRED FROM WO 0009 TO WO 0011. Effective October 1, 2004, contractual responsibility for the administration of WO 0009 was delegated to the assigned DHS Contracting Officer, in accordance with Modification No. 94 to the Task Order. This responsibility includes making invoice payments for funding previously obligated by TSA for the SRs under WO 0009. In its invoicing for these SRs, the Contractor shall first exhaust the funding obligated by TSA for the applicable SRs under WO 0009. Thereafter, funding for these SRs will be obligated under WO 0011, and the Contractor shall invoice against these funds after exhausting the funding obligated for the applicable SRs under WO 0009. The Government will update the Web Ordering System (WOS) to reflect the transfer of the applicable SRs from WO 0009 to WO 0011for funding purposes.

2.A. OBLIGATION OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS. The Prism Identifier is for the Government's internal reference, as a number generated out of the automated procurement system used by DHS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

Unique Identifier, PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Prism Identifier	Amount
RIBO-05-00017	11	HOUSTON IT REQUIREMENTS (SR 40061) (Additional products: SO DHS-288)	HSHQPA-05-F-R00196	$ 375,471.57
Accounting Code: GLEBERD-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-2302-000000				
RIIA-05-00029	11	ADMIN-DHS-HQ-IAIP (IA NAC Building 19: New Copier)	HSHQPA-05-F-R00198	21,261.24
Accounting Code: NONE-000-000-A4-3010-00-000-05-01-0000-00-00-00-00-GE-OE-3102-000000				
RUIO-05-00401	11	eGOV APPLICATIONS: DHS WEB SITE STANDUP / CONSOLIDATION (AUSCIO-028) (Note: Transferred from WO 0009 for Funding Purposes)	HSHQPA-05-F-R00197	934,093.48
Accounting Code: IFSR-002-0000-1X-20-60-01-000-02-07-0000-00-00-00-00-GE-OE-25-86-000000				
			SUBTOTAL (Products and Services)	$1,330,826.29

1.B. OBLIGATION OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier (PR), along with its applicable amount, for the ITOP Fee as shown below.

Unique Identifier, PR Number; Accounting Code	WO#	Purpose	Prism Identifier	Amount
RIB0-05-00017	11	ITOP Fee	HSHQPA-05-F-R00196	$ 2,816.04
Accounting Code: GLEBERD-000--SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-2302-000000				
RIIA-05-00029	11	ITOP Fee	HSHQPA-05-F-R-00198	159.46
Accounting Code: NONE-000-000-A4-3010-00-000-05-01-0000-00-00-00-00-GE-OE-3102-000000				
			SUBTOTAL (ITOP Fee)	2,975.50
			TOTAL OBLIGATED	$1,333,801.79

3. INCOPORATE ACCEPTED UNISYS PROPOSALS. The following Unisys proposals are accepted and hereby incorporated by reference into the Task Order:

- Government acceptance via email on November 29, 2004: SR-40062, Remediation of Email at the DOE Facility, under WO 0011. The Government accepts: (1) the revised Price Proposal V1.0 dated August 4, 2004 and submitted September 29, 2004; and (2) the revised Technical Proposal Rev. 1.4 dated September 16, 2004, along with the Unisys clarification responses, the Plan of Actions and Milestones (POAM), and POAM Process. Service Orders (SOs) DHS-258, DHS-259, DHS-260, DHS-261 and DHS-264 are associated with this accepted proposal and SR.

- Government acceptance via email on December 10, 2004: the Unisys proposal for DHS-078, Inflow-Outflow Application Project, submitted under WO 0009. The Government accepts: (1) the revised Cost Proposal V1.3 dated April 1, 2004; (2) the Technical Proposal dated September 16, 2003; and (3) the Statement of Work dated September 16, 2003. For this proposal and this SR, funding has been obligated and ordering has been executed under WO 0009.

- Clarification to assignment of Government funding for Unisys revised proposal for SR-40032, DHS S&T ISSO Support with Travel, under WO 0011. Under Modification No. 84, the Government incorporated the accepted Unisys Technical Proposal (V1.0) dated June 3, 2004 and revised Price Proposal (V1.1) dated July 22, 2004, in the total amount of $770,801.60. Under this revised proposal, the Government authorized funding Not To Exceed (NTE) $5,000.00 using Travel CLIN 59100AJ for FY 2004. This is to clarify that the Government authorizes funding NTE $5,000.00 using Travel CLIN 59100AJ for FY 2005. The Government Task Monitor is Roopangi Kadakia for preapproval of travel requests, in accordance with Section 3.2 (Travel Requirements) of the technical proposal. Under Modification No. 74 to the Task Order, the Government obligated $350,000.00 for this SR. The Contractor shall provide notification upon 75% expenditure of this funding; the Contractor's incurrence of costs above this ceiling price is at its own risk.

4. As a result of this Modification, the total amount funded on the Task Order is increased by $1,333,801.79 from $674,553,257.59 to $675,887,059.38. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
DO-H8	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00123	See Block 16C.		

6. ISSUED BY	CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6)	CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202			See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $11,569,596.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Charles T. Eppright Contracting Officer, 571-227-3005	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED DEC 17 2004

PURPOSE:

The purpose of this modification is to:

1. Accept Service Requests into the task order.
2. Provide incremental funding.
3. Extend the period of performance of a Service Request at no additional cost to the Government.

1. ACCEPTANCE OF SERVICE REQUEST:

a) Service Request SR-50009 title "Alternative Connectivity for Designated Sites-SGF" in the amount of $17,460.00 dated 3 December 2004 Version 1.0

b) Under WO 0003 Wireless Services, SR 40070 "Saipan-Guam Cellular Plans" dated 21 October 2004 and Clarification Response dated 08 December 2004 with the exception of #1, is all accepted.

Note: In respect to Unisys' response to the Clarification Response to number 1, TSA understands that Unisys has proposed no additional KPIs specific to the Saipan/Guam cellular plans at this time. Unisys may continuously review the KPIs that support these remote locations. However, no changes will be made to the KPI or SLA measurements without mutual consent by the government. TSA and Unisys can meet to discuss any changes to the current SLAs but no waiver is granted at this time to the SLA. Unisys shall submit a revised SLA for OCONUS deliveries of replacement devices no later then 11 January 2005.

c) Unisys ITMS "B" Table Submission Amendment 21 dated 15 December 2004 and ITMS Labor Categories Designated Rates Amendment 21 dated 15 December 2004

d) HQCIO-017 VOIP
Cost Proposal for HQCIO-017 entitled "Enterprise VOIP: version 7.0 dated 17 August 2004
Technical Proposal to include the response entitled "VOIP" Clarification Questions dated 2 November 2004 and its references and attachments
Enterprise IP Telephony Design Document version 2.04 dated September 2004
VoIP Requirements Traceability Matrix "NO" Compliance Explanation version 1.1 dated 2 November 2004
VoIP Implementation Work Breakdown Structure V1.0 dated 8 November 2004

e) SR-40010, TIP Network Phases III-V at CLT, Cost Proposal version 1.0, dated 23 November 2004

f) SR-40064, WPT Screener Certification Test, Cost Proposal version 2.1, dated 23 November 2004

g) SR-50004, Non-Standard PC, Cost Proposal version 1.0, dated 28 October 2004

h) AUSCIO-154, ESS BWI, Cost Proposal version 1.2, dated 2 December 2004

i) AUSCIO-154, ESS JAX, Cost Proposal version 1.1, dated 2 December 2004

2. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205AOP088	ADMIN-SABRE	SABRE T&M Labor	$2,706,801.00	5-AVO5XA000D-2005-SDE030-GE0029-2500-AB00-AOP000-2B222000000000000-252R (F)
21-05-205AOP088	ADMIN-SABRE	SABRE Product	$8,447,890.00	5-AVO5XA000D-2005-SDE030-GE0029-2500-AB00-AOP000-2B222000000000000-252R (F)
21-05-205AOP088	ADMIN-SABRE	SABRE ODC	$101,914.00	5-AVO5XA000D-2005-SDE030-GE0029-2500-AB00-AOP000-2B222000000000000-252R (F)
21-05-205AOP105	SR-40012	Regal Phase III	$14,893.00	5-AVO5XA000D-2005-BGS020-GE0000-2500-2B00AOP000-2B222000000000000-252R (F)
21-05-205AOP116	SR-40012	Regal Phase III	$298,098.00	5-AVO5XA000D-2005-BGS020-GE0000-2500-AB00AOP000-2B222000000000000-252R (F)
		TOTAL	$11,569,596.00	

3. EXTEND PERIOD OF PERFORMANCE:

1. Service Request HQCIO-019 titled "Computer Telephony Upgrades" period of performance has been extended through 31 January 2005. There is sufficient funding obligated to this SR for this technical labor support extension. Funds for recurring hardware and software costs will be funded in the next modification.

Unisys will continue to provide one Full-time Information Systems Engineer during the weekday hours of Monday through Friday 0800-1700, excluding holidays. Normal business hours are defined as the 40 hour work week, 0800-1700 Monday through Friday. Unisys will also provide on-call support when needed.

The agreed to response Service Level Agreements/Response times specific to this SR are as follows (during the present time through 31 January 2005):

1. One hour response time during the normal business hours defined as the 40 hour work week, 0800-1700 Monday through Friday. This response is for the Unisys/subcontractor personnel to be on-site within 1 hour of the initiating call from the customer.

2. Two hour telephone response time for on-call support outside normal business hours.

3. Four hour on-site response time for on-call support outside of normal business hours. This response is for the Unisys/subcontractor personnel to be on-site within four hours of the initiating call from the customer outside normal business hours.

Unisys will also provide a part-time program/project manager during this period who will provide, as previously agreed, a monthly TCC expenditure report. The agreed to requirements of this report are as follows:

By the 10th of each month, provide the number of hours expended for each key resource identified in Labor Category CLIN# 59091AC (refer to Cost Proposal HQ-CIO-019 for detail). Please deliver the report in an electronic format to: Jeanne Oliver, Susan White, Peggy Williams, and Michael Macon.

Sample Format

Report Date: Month 10, 200X

Month 200X

Functional Role | Vendor | ITOP II SOM Labor Category | Labor Hours Expended | Labor Rate | Labor Dollars Expended

This report has not yet been provided to the Government, so the TCC staff and Unisys PM will agree to when the first report is due to the Government.

4. The funded amount of the Task Order contract has increased by $11,569,596.00 from $675,887,059.38 to $687,456,655.38. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
P00124	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $140,061.00**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor | X | is not, | | is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)	Charles T. Eppright Contracting Officer, 571-227-3065		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C. DATE SIGNED

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.
2. Administrative Correction.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205-OMB-006	HQCIO-019	Computer Telephony Upgrade	$140,061.00	5-AD056A000D-2005-ITS010-GE0026-7500-1G00-OMB000-1G20000000000000-252R (F)
		TOTAL	$140,061.00	

2. ADMINISTRATIVE CORRECTION:

The effectivity of Modification 90 issued on August 13, 2004 is hereby suspended until further notice due to program office interpretation requested since September 2004. Further notice will be provided at a later time.

3. The funded amount of the Task Order contract has increased by $140,061.00 from $687,456,655.38 to $687,596,716.38. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (if applicable)
00125	See Block 16C.		DHS HQ (WO 11)

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $1,169,751.66**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 12/29/2004

PURPOSE:

The purpose of this modification is to obligate funding for (a) products and services, and (b) the ITOP II contract usage fee for WO 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATION OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS. The Prism Identifier is for the Government's internal reference, as a number generated out of the automated procurement system used by DHS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

Unique Identifier, PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Prism Identifier	Amount
RSUS-05-00001	11	ADMIN-DHS-HQ-ST (New SO DHS-295: product)	HSHQPA-05-F-R00201	$ 4,028.88
Accounting Code: NONE-000-000-MG-80-50-VA-003-01-00-0000-00-00-00-00-GE-OE-31-29-000000				
RUIO-05-00504	11	REMEDIATION OF THE DOE FACILITY (SR-40062) This funding is allocated to the following SOs: DHS-261: $401,252.66 (for Fixed-Price Service CLIN 59380AE). DHS-264: $133,776.13 (for FY 2005 product CLINs). DHS-258: $621,986.16 (for FY 2005 product CLINs).	HSHQPA-05-F-R00202	1,157,014.95
Accounting Code: OINF001-000-IT-21-14-02-000-20-07-0500-00-00-00-00-GE-OE-31-10-000000				
			SUBTOTAL (Products and Services)	$1,161,043.83

1.B. OBLIGATION OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier (PR), along with its applicable amount, for the ITOP Fee as shown below.

Unique Identifier, PR Number; Accounting Code	WO#	Purpose	Prism Identifier	Amount
RSUS-05-00001	11	ITOP Fee	HSHQPA-05-F-R00201	$ 30.22
Accounting Code: NONE-000-000-MG-80-50-VA-003-01-00-0000-00-00-00-00-GE-OE-31-29-000000				
RUIO-05-00504	11	ITOP Fee	HSHQPA-05-F-R-00202	8,677.61
Accounting Code: OINF001-000-IT-21-14-02-000-20-07-0500-00-00-00-00-GE-OE-31-10-000000				
			SUBTOTAL (ITOP Fee)	8,707.83
			TOTAL OBLIGATED	$1,169,751.66

2. As a result of this Modification, the total amount funded on the Task Order is increased by $1,169,751.66 from $687,596,716.38 to $688,766,468.04. All other terms and conditions remain unchanged.

Audrey Taylor

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00126	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. INCREASE $44,908,076.76

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Charles T. Eppright (Signature of Contracting Officer)	16C. DATE SIGNED DEC 28 2004

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.
2. Incorporate reduce labor rate for IT Field Technicians.
3. Accept Service Requests into the task order.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205-AOP-116	SR-40012	Regal Resource Model T&M Labor	$200,255.00	5-AV05XA000D-2005-BGS020-GE0000-2500-2600-AOP000-2B22000000000000-252R (F)
21-05-205-AOP-116	SR-40012	Regal Resource Model Product and Managed Services	$97,843.00	5-AV05XA000D-2005-BGS020-GE0000-2500-2600-AOP000-2B22000000000000-252R (F)
21-05-20-5-CIO013	ADMIN-CAC	Crisis Action Center recurring O&M, FP Labor, T&M Labor, T&M Other	$239,755.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO013	ADMIN-CAC	Crisis Action Center ODC's / One time charges	$245.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO017	ADMIN-LMR	Land Mobile Radio	$3,852,787.29	5-AV05XA000D-2005-SDE030-IMLM00-2300-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO020	ADMIN-HQ-GFE	ADMIN-HQ-GFE recurring O&M, FP Labor, T&M Labor, T&M Other	$1,698,476.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO020	ADMIN-HQ-GFE	ADMIN-HQ-GFE ODC's / One time charges	$16,524.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO022	ADMIN-LANWAN	ADMIN-LANWAN	$10,241,723.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-CIO032	AUSCIO-034	NCS Person Dell GFE	$1,787,496.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO035	HQCIO-021	Exec IT in support of connectivity to DOD Red Switch	$230,424.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO038	MSPPO-020	Service provisioning for PC/LAN/WAN/ Wireless/POTS-Telecomm	$636,599.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO053	HQCIO-024	Exec IT support TSOC equipment	$778,860.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO066	MSPPO-048	Enterprise VPN	$1,040,846.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO071	AUSCIO-159	IT Tech Support for TSOC	$417,800.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO091	MSPPO-026	LANWAN for TSA HQ	$740,750.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO092	MSPPO-053	TSA Hosting Center	$1,252,892.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO093	ADMIN-SCREENER	ADMIN SCREENER	$587,856.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)

21-05-20-5-CIO094	WO 5 SOO		$4,230,830.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO095	AUSCIO-047	e-Gov	$4,313,163.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO096	AUSCIO-017	ORACLE Enterprise License	$1,515,278.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO099	MSPPO-041	IT Specialists for CAT X and 1 Airports	$230,080.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO0101	MSPPO-035	IT Specialists for CAT X and 1 Airports	$725,910.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO0102	MSPPO-057	IT Specialists for CAT X and 1 Airports	$625,780.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO0103	MSPPO-069	COTS Phase I Test Lab Hardware, II Altiris Product, III Apps O&M SPOC	$349,548.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO104	ADMIN-LANWAN	ADMIN-LANWAN	$7,141,723.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-20-5-LEF-304	ADMIN-CELL	ADMIN-CELL	$4,633.47	5-AV05XA000D-2005-SDE040-GE0000-3100-2B00AOP000-2B31000000000000-252R (F)
21-05-20-5-TSI001	MSPPO-028	TRACE	$1,500,000.00	5-IN055A000D-2005-INT010-GE0000-1100-2D00-TSI000-2D12000000000000-233A (F)
21-05-20-5-WPT-024	AUSCIO-082	Learning Mgt System V	$450,000.00	5-AD056A000D-2005-CTR010-TR9202-7700-3A00-WPT000-3A33000000000000-252R (F)
		TOTAL	$44,908,076.76	

2. INCORPORATE LABOR RATE:

a) As per Unisys' proposal dated December 21, 2004 the rate for ITOPII SOM labor category "IT Field Support" for the period of 1 October 2004 – 30 September 2005 is $66.27 per hour; this rate is only applicable to service requests MSPPO-035, MSPPO-041, and MSPPO-057.

3. ACCEPTANCE OF SERVICE REQUEST:

a) Unisys cost proposal titled "Land Mobile Radio – Transition to Ownership" dated 16 December 2004 in the amount of $725,941.00. Funds previously obligated on task order modification 80 from PR PREQ-04-CIO-153B will be used to fund this effort.

4. The funded amount of the Task Order contract has increased by $44,908,076.76 from $688,766,468.04 to $733,674,544.80. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE DO-H3	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00127	3. EFFECTIVE DATE 1 OCTOBER 2004	PR# N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE JFKC01		7. ADMINISTERED BY (If other than Item 6) CODE S2404A	
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. The "Changes" clauses in the Contract as prescribed by FAR Part 43 (52.243-1 and ALTs I & II; 52.243-2 and ALTs I & II; 52.243-3; and 52.243-7)

( ) B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

( ) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

( ) D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)	Charles T. Eppright Contracting Officer, 571-227-3065	16A. DATE SIGNED

PURPOSE:
The purpose of this modification is to:

1. Establish an Administrative Service Request (SR) titled "ADMIN-CORE" to facilitate a SR for billing purposes only for the accepted incurred costs portion of the work performed by the Contractor from March 20, 2004 through October 31, 2004 as stated in the Contractor's proposal (ITMS Core Program Management, version 1.0 dated December 10, 2004) in the below stated accepted amount.

2. Issue a change order to ensure continued performance under the Information Technology Managed Services task order.

The Transportation Security Administration Contracting Officer hereby creates an Administrative Service Request titled "ADMIN-CORE" for purposes of allowing the contractor to invoice for the accepted amounts of work performed by the Contractor from March 20, 2004 through October 31, 2004 as stated in the Contractor's proposal (ITMS Core Program Management, version 1.0 dated December 10, 2004). The accepted amount is specifically designated in this contract modification.

Pursuant to Federal Acquisition Regulation (FAR) Subpart 43.2, "Change Orders," the Contracting Officer hereby issues a change order to incorporate, in its entirety, the "Core Program Management CLIN Functional Requirements Document, version 3" dated November23, 2004 (as otherwise issued by the Contracting Officer under the letter of November 24, 2004 to the Contractor to effect a request for proposal) into the task order. The Contractor is hereby directed to begin performance incorporating all requirements of the aforementioned "Core Program Management CLIN Functional Requirements Document (attached to this modification) as of the date listed in Block 16 C, "Date Signed" of the Standard Form 30 cover page of this modification.

The Transportation Security Administration hereby accepts work performed by the Contractor from March 20, 2004 through October 31, 2004 as stated in the Contractor's proposal (ITMS Core Program Management, version 1.0 dated December 10, 2004) in the amount of $8,444,805.50. This amount represents approximately 50% of the proposed amount in the aforementioned Contractor's proposal. Pending a final technical evaluation of the work performed in its entirety and the negotiation between the parties to establish a final price for such amount, this amount is herein recognized and stated for the purposes of billing and payment. Should a completed technical evaluation otherwise reveal inconsistencies or incomplete performance that would not justify a final amount at or greater than this particular total amount as reflected below, the Contracting Officer hereby reserves the right to recover any difference in allowable amounts by withholding from payments. The Contracting Officer likewise reserves the right to adjust all final obligated funding amounts that may be applied to settle this issue based on this particular funding modification at this particular amount. The grant of ability to the Contractor to invoice hereunder is likewise authorized with the Government's intention that the Contractor promptly pay its subcontractors and particularly comply with the payment requirements in FAR 52.219-8 "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" (JUN 1997). This amount is composed of the following cost elements:

Enterprise Management	$3,342,641.00
Technical Delivery	$881,055.50
Enterprise Operations	$3,301,539.00
Enterprise Security	$856,705.50

GSA ITOP II SOM Industrial Funding Fee $62,864.50

Funds previously obligated under the below listed modifications to the contract are hereby re-allocated to SR ADMIN-CORE. The contractor is hereby authorized to invoice the Government in this total amount listed above of $8,444,805.50 against this ADMIN Service Request.

Mod Number	Procurement Request Number	Amount Obligated
Mod 15	PR 03-135	$8,800,000
Mod 22	PR 03-111-158	$1,000,000
Mod 25	PR 03-011-186	$62,059.76
Mod 39	PREQ-04-CIO-010	$585,000
Mod 46	PREQ-04-CIO-030	$1,170,000
Mod 56	PREQ-04-CIO-064	$3,245,000
Mod 61	PREQ-04-CIO-068	$612,000
Mod 85	03-11-110	$160,000
Mod 96	PREQ-04-CIO-250	$8,322,319

3. The funded amount of the Task Order contract is hereby unchanged.

4. All other terms and conditions of the task order remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATI	MODIFICATION OF CONTRACT	1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	PR# N/A	5. PROJECT NO. (If applicable)
P00128	See Block 16C.		

6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)

See continuation pages for accounting and appropriation data. INCREASE OF $1,675,979.25

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)		Charles T. Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED DEC 30 2004

PURPOSE:
The purposes of this modification are to:

1. De-obligate funding;
2. Provide incremental funding; and
3. Reallocate funding.

1. DE-OBLIGATE FUNDING:

Funds in the amount of $298,098.00 are de-obligated from SR-40012 as indicated below. These funds were inadvertently obligated to the contract by two modifications, 123 and 126. These funds are hereby de-obligated from modification 126 as shown below.

Mod Number	PR #	SR #	SR Title	AMT	ACCOUNT CODE
126	21-05-205-AOP-116	SR-40012	Regal Resource Model T&M Labor	-$298,098.00	5-AV05XA000D-2005-BGS020-GE0000-2500-2600-AOP00 2B220000000000000-252R (F)

2. INCREMENTAL FUNDING:

Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.
Exhibit 1:
Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-20-5-CIO-018	MSPPO-027	Systems Support	$1,814,927.25	5-AD056A000D-2005-ITS010-1MIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
21-05-20-5-CIO-019	MSPPO-020	On-site Personnel/ Comm Ops	$159,150.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E50000000000000-252R (F)
		Total	**$1,974,077.25**	

3. REALLOCATE FUNDING:

Reallocation of Funding: Funding as indicated below is to be reallocated FROM the designated Service Request # and Title TO the specified Service Request # and Title. This reallocation results in no change in the total funding of a specific PR.

Mod	PR Number	FROM SR# SR TITLE	Amount	TO SR# SR TITLE	Amount
96	PREQ-04-AOP-063.3	SR-40044 IAC Phase II	$1,530,317.00	WG#7500 [redacted]	$687,753.00
				AUSCIO-049 Known Shipper [redacted]	$842,564.00
		Total	$1,530,317.00	**Total**	$1,530,317.00

4. The funded amount of the Task Order contract has increased by $1,675,979.25 from $733,674,544.80 to $735,350,524.05. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. 00129	3. EFFECTIVE DATE See Block 16C.	PR# N/A		5. PROJECT NO. (If applicable) DHS HQ (WO 11)
6. ISSUED BY CODE JFKC01		7. ADMINISTERED BY (If other than Item 6) CODE S2404A		
Department of Homeland Security Attn: Management Directorate/Chief Procurement Office/3114 Washington, DC 20528		See Block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data **Increase $1,442,585.79**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return 3 Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT – see continuation pages.

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) Ronald M. Chrismer - Contracting Officer (202) 357-8308	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald M. Chrismer (Signature of Contracting Officer)	16C. DATE SIGNED 1/14/2005

PURPOSE:

The purpose of this modification is to: (1) obligate funding for (a) products and services, and (b) the ITOP II contract usage fee; (2) deobligate funding; and (3) incorporate an accepted Unisys proposal; for WO 0011 (titled "DHS HQ") under the Task Order.

MODIFICATION:

1.A. OBLIGATION OF FUNDING FOR PRODUCTS AND SERVICES. The following funds are obligated for the specified Obligation Account Names and Unique Identifiers as indicated below. The Obligation Account Names are "drawdown accounts," from which funding will be used for ordering existing Contract Line Item Numbers (CLINs) for products, services and Other Direct Charges (ODCs) on Service Requests (SRs) and Service Orders (SOs) as approved by the Government through the automated Web Ordering System (WOS). For administrative purposes, the Obligation Account Name is the same as the Administrative SR Name in the WOS. The Prism Identifier is for the Government's internal reference, as a number generated out of the automated procurement system used by DHS.

Accounting and Appropriation Data (Standard Form 30, Block 12):

Unique Identifier, PR Number; Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Prism Identifier	Amount
RIBO-05-00026	11	EMAIL RESILIENCY-HSOC (SR-40079) (New SO DHS-297)	HSHQPA-05-F-R00207	$1,451,716.96
Accounting Codes: NONE-000-000-AS-2010-00-000-0600-0000-00-00-00-00-GE-OE-3129-000000 for $1,000,000.00 NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3129-000000 for $451,716.96				
RIBO-05-00023	11	ADMIN-DHS-HQ-IAIP (New SO DHS-298 for PSA Laptops)	HSHQPA-05-F-R00208	295,190.00
Accounting Code: GLEBERD-000-SE-1030-00-000-02-01-0000-00-00-00-00-GE-OE-3271-000000				
USV-5M-RQ0025	11	ADMIN-DHS-HQ-BTS (US-VISIT Blackberrys, SO DHS-279: Additional Funding for FY 2005 Leases)	HSHQPA-05-F-R00183-01	29,585.25
Accounting Code: USVISIT-000-VI-30-20-00-000-30-05-0000-00-00-00-00-GE-SU-26-00-000000				
			SUBTOTAL (Products and Services)	$1,776,492.21

1.B. OBLIGATION OF FUNDING FOR THE ITOP II CONTRACT USAGE FEE. On its invoice, the contractor shall cite the funding Unique Identifier (PR), along with its applicable amount, for the ITOP Fee as shown below.

Unique Identifier, PR Number; Accounting Code	WO#	Purpose	Prism Identifier	Amount
RIBO-05-00026	11	ITOP Fee	HSHQPA-05-F-R00207	$ 10,887.88
Accounting Code: NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3129-000000				
RUIO-05-00023	11	ITOP Fee	HSHQPA-05-F-R-00208	2,213.93
Accounting Code: GLEBERD-000-SE-1030-00-000-02-01-0000-00-00-00-00-GE-OE-3271-000000				
USV-5M-RQ0025	11	ITOP Fee	HSHQPA-05-F-R00183-01	221.89
			SUBTOTAL (ITOP Fee)	13,323.70
			TOTAL OBLIGATED (Products, Services and ITOP Fee)	$1,789,815.91

2. DEOBLIGATION OF PREVIOUSLY OBLIGATED FUNDING. The funds of $344,645.28 previously obligated under Obligation Account Name HOUSTON IT REQUIREMENTS (SR-40061) and the funds of $2,584.84 previously obligated as its ITOP Fee by Modification No. 00119 (dated November 24, 2004) are hereby deobligated as indicated below. The amounts shown from Modification 119 are for reference only. Accordingly, the planned SO DHS-285 is hereby cancelled.

PR Number;

Accounting Code	WO#	Obligation Account Name / Admin. SR Name	Unique Identifier	Amount
RIBO-05-00013 (Mod. 119)	11	HOUSTON IT REQUIREMENTS (SR-40061)	HSHQPA-05-F-R00190	$ 344,645.28
RIBO-05-00013	11	HOUSTON IT REQUIREMENTS (SR-40061)	HSHQPA-05-F-R00190-01	-344,645.28
Accounting Code: NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3110-000000				
RIBO-05-00013 (Mod.119)	11	ITOP FEE	HSHQPA-05-F-R00190	2,584.84
RIBO-05-00013	11	ITOP FEE	HSHQPA-05-F-R00190-01	-2,584.84
Accounting Code: NONE-000-000-SE-1050-00-000-02-01-0000-00-00-00-00-GE-OE-3110-000000				

TOTAL DEOBLIGATED (by this Modification)	$ -347,230.12
TOTAL OBLIGATED (by this Modification)	1,789,815.91
NET CHANGE IN CONTRACT VALUE (by this Modification)	$1,442,585.79

3. INCOPORATE ACCEPTED UNISYS PROPOSAL. The following Unisys proposal is accepted and hereby incorporated by reference into the Task Order:

Government acceptance via email on December 29, 2004: the Unisys proposal for SR-40079, Email Resiliency - HSOC. The Government accepts the Unisys Technical Proposal, DHS SR-40079 V1.1, and the Unisys Price Proposal V.1.1, dated and submitted December 13, 2004.

4. As a result of this Modification, the total amount funded on the Task Order is increased by $1,442,585.79 from $735,350,524.05 to $736,793,109.04. All other terms and conditions remain unchanged.

PURPOSE:

The purpose of this modification is to:

1. Provide incremental funding.
2. Extend the Period of Performance of a Service Request.

1. INCREMENTAL FUNDING:

1. Obligate Funding: Unless otherwise stated, funding is obligated in accordance with the previously negotiated Service Requests.

Exhibit 1:

Accounting and Appropriation Data (Standard Form 30, Block 12):

PR #	SR #	SR Title	AMT	ACCOUNT CODE
21-05-205AOP098	AUSCIO-023	Site Prep-Tampa FL	$15,000.00	5-AV05XA000D-2005-SDE020-GE0000-2500-2B00-TPA000-2B14TPA000000000-252R (F)
21-5-20-5-CIO087	MSPPO-041	IT Field Techs	$329,400.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E500000000000000-252R (F)
21-5-20-5-CIO088	MSPPO-035	IT Field Techs	$1,134,000.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E500000000000000-252R (F)
21-5-20-5-CIO089	MSPPO-057	IT Field Techs	$1,536,600.00	5-AD056A000D-2005-ITS010-IMIN00-7500-3E00-CIO000-3E500000000000000-252R (F)
21-5-20-5-CIO106	SR-50023	TSIS Wall-Mounted Phone	$900.00	5-AV05XA000D-2005-SDE030-IMIN00-2300-3E00-CIO000-2B00000000000000-252R (F)
21-05-205CPO019	SR-50015	Fingerprint Store & Forward/Hazmat Interface	$20,000.00	5-ML056A000D-2005-MLS0C0-GE0000-2500-1L00-CPO000-1L0000000000000000-252R-61006600 (F)
21-05-205CPO043	SR-50015	Fingerprint Store & Forward/Hazmat Interface	$27,000.00	5-ML056A000D-2005-MLS0C0-GE0000-2500-1L00-CPO000-1L0000000000000000-252R-61006600 (F)
21-05-205-FIN-012	AUSCIO-446	USCG Coast Guard Financing Install	$8,314.22	5-AD056A000D-2005-ITS010-GE0027-7500-3C00-CFO000-3C1300000000000-251B (P)
		TOTAL	$3,071,214.22	

2. EXTEND PERIOD OF PERFORMANCE:

Service Request USVISIT-001 period of performance has been extended through 28 February 2005.

3. The funded amount of the Task Order contract has increased by $3,071,214.22 from $736,793,109.84 to $739,864,324.06. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-H8	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. P00130	3. EFFECTIVE DATE See Block 16C.	PR# N/A	5. PROJECT NO (If applicable)	
6. ISSUED BY CODE	JFKC01	7. ADMINISTERED BY (If other than Item 5) CODE	S2404A	
Transportation Security Administration Attn: Office of Acquisition 10th Floor, TSA Routing Code 25 701 South 12th Street Arlington, Virginia 22202		See block 6.		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(✓)	9A. AMENDMENT OF SOLICITATION NO.
Unisys Corporation Tax ID # 38-038-7840 8008 West Park Drive McLean, VA 22102-3106		9B. DATED (see item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO DTTS59-99-D-00467/DTSA20-02-D-00485
CODE: 15-078-0674 FACILITY CODE	X	10B. DATED (see item 13) 13 August 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)
See continuation pages for accounting and appropriation data. **INCREASE $3,071,214.22**

13. THIS ITEM APPLIES ONLY TO MODIFICATION 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 CHANGE 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 Modication. FAR 43.103 (b)

E. IMPORTANT: Contractor	X	is not,		is required to sign this document and return	3	Copy (s) to the issuing office.

14. DESCRIPTION OF AMENDMENT –

See Continuation Pages.

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)	
		Charles T. Eppright Contracting Officer, 571-227-3065	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED