



Leidos Proprietary

**GSA Federal Supply Services  
Authorized Federal Supply Schedule Price List**

**MULTIPLE AWARD SCHEDULE  
Contract Number: 47QSWA19D00A8  
Solicitation 47QSMD20R0001, Refresh #0001**



**1750 PRESIDENTS ST  
RESTON, VA 20190-5661**

<http://www.leidos.com/products/security>

Contract Period: 8/29/19-8/28/24  
Current Period: Base Period  
Business Size: Large

Leidos GSA Enterprise IDIQ Center:

<b>Program Manager</b>	<b>Schedule Contract Admin</b>	<b>Ordering Contract Manager</b>
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On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**<sup>®</sup>, a menu-driven database system. The Internet address for **GSA Advantage!** is <http://www.gsaadvantage.gov>.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsa.gov/schedules-ordering>.

In accordance with 13 C.F.R. 121.404, the Contractor is ineligible to participate in any RFQ that is set aside for small business where the subject contract's awarded size status for the preponderance NAICS designated in the RFQ is "other than small".



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## Customer Information

### 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN No.	Description
334512	Total Solution Support Products for Facilities Management Systems
334519	Bomb and Hazardous Material Disposal; Metal and Bomb Detection*
541330L	Security System Integration, Design, Management, and Life Cycle Support
OLM	Order level Materials (OLM)

\*Subject to Cooperative Purchasing – Vendor is authorized to sell to State and Local Government

### 1b. LOWEST PRICED MODEL NUMBER FOR EACH SIN AWARDED IN THE CONTRACT:

Please refer to the  
corresponding Pricelist/Table per SIN.

**1c. DESCRIPTION OF LABOR CATEGORIES AND CORRESPONDING RATES:** Please refer to the corresponding Labor Descriptions per SIN.

**2. MAXIMUM ORDER:** \$300,000

**3. Minimum Order:** \$0

**4. GEOGRAPHIC COVERAGE (DELIVERY AREA):** Worldwide

**5. POINT(S) OF PRODUCTION:** California, USA

**6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE:** Net. Standard discounting from Commercial Pricelist.

### 7. QUANTITY DISCOUNTS:

For RTR-4N, RTR-4NL, RTR-4, RTR-4L, 703400-000, 703400-001, 703400-002, 703400-003, 703401:

Individual orders of 50+: 3.00% from Basic Discount

For all other products consult with contractor

**8. PROMPT PAYMENT TERMS:** Net 30 Days

**\*Information for Ordering Offices:** Prompt payment terms cannot be negotiated out of the

Contractual agreement in exchange for other concessions.

### 9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD:

#### THRESHOLD:

Leidos accepts Government Purchase Cards at or below the micro-purchase threshold.

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**9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD:**

Leidos accepts Government Purchase Cards above the micro-purchase threshold.

**10. FOREIGN ITEMS:** None

**11a. TIME OF DELIVERY:** Quantity of 1

- For RTR-4 products – 120 days ARO
- For GR-135 Hardware – 6 weeks ARO
- For AT-980 family – 16 weeks ARO
- For VACIS® and quantity purchase of equipment – Consult with Contractor
- For Xpose XP Products - TBD at Time of Order

**11b. EXPEDITED DELIVERY:** Consult with Contractor

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Consult with Contractor

**11d. URGENT REQUIREMENTS:** In accordance with I-FSS-140B – Urgent Requirements. Agencies may also contact the Contractor to effect a faster delivery.

**12. F.O.B POINT(S):** FOB Origin for all products and services with the exception of GR-135 Maintenance Packages. Delivery under GR-135 Maintenance Packages is FOB Destination for CONUS and FOB Origin for OCONUS shipments.

**13a. ORDERING ADDRESS(ES):**

For SIN 334519  
Leidos, Inc.  
2985 Scott Street  
San Diego, California 92081

For SIN 541330L  
Leidos, Inc.  
1750 PRESIDENTS ST  
RESTON, VA 20190-5661

**13b. ORDERING PROCEDURES:** Information can be found in FAR 8.405-3

**14. PAYMENT ADDRESS:**

By Electronic Fund Transfer:

Leidos, Inc. Citibank, N.A  
New York, New York  
Account No. 30547584  
ABA No. 021000089 SWIFT: CITIUS33

By Check:

Leidos, Inc.  
Box 223058  
Pittsburgh, PA 15251-2058



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Reference Information for all Checks:

- The name of the customer making payment
- The contract number/delivery order number
- The invoice number

**15. WARRANTY PROVISION:** Manufacturer's Standard Commercial Warranty

**16. EXPORT PACKING CHARGES:** Delivery is FOB Origin so crating and shipping are charged as part of delivery and are priced according to the destination.

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL):** Leidos accepts any size order

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** Rental & Repair not sold on Schedule. Maintenance is sold as a separate line item. Please refer to the Pricelist.

**19. TERMS AND CONDITIONS OF INSTALLATION:** Not applicable

**20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** Not applicable

**20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** Not applicable

**21. LIST OF SERVICE AND DISTRIBUTION POINTS:** Not applicable

**22. LIST OF PARTICIPATING DEALERS:** Not applicable

**23. PREVENTIVE MAINTENANCE:** Preventative and Corrective Maintenance are sold as one item.  
Please refer to the Pricelist.

**24a. ENVIRONMENTAL ATTRIBUTES (E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS):** None

**24b. IF APPLICABLE, INDICATE THAT SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SUPPLIES AND SERVICES AND SHOW WHERE FULL DETAILS CAN BE FOUND (E.G. CONTRACTOR'S WEBSITE OR OTHER LOCATION.) THE EIT STANDARDS CAN BE FOUND AT [www.Section508.gov/](http://www.Section508.gov/):** Not applicable

**25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** DUNS-96-748-8987



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**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD  
MANAGEMENT (SAM)  
DATABASE:**

Leidos, Inc. has an active registration in the SAM database.



Choosing between free-flowing commerce and first-rate security is not an option. Today's world demands both. These are the principles upon which Leidos Security and Transportation Technology (STT) was founded, and which still guide us today. Take a look at the design of our products and the scope and quality of our services and you'll see that we understand the realities our customers face each and every day. Founded as Science Applications International Corporation (SAIC) by a team of scientists in 1969, Leidos, Inc. is a leading scientific, engineering, and technology company with annual revenue of \$10 billion. Our 33,000 employees provide cost-effective solutions for thousands of government and commercial clients worldwide. Leidos STT provides a wide variety of products to enhance security and productivity in transportation, the military, and homeland security. We offer a comprehensive service suite designed to help you get the most out of your investment for years to come. Our customers are some of the world's most demanding – organizations that simply can't afford to compromise.

## VACIS PRODUCT INFORMATION

### **VACIS NON-INTRUSIVE INSPECTION SYSTEMS**

Deployed at ports, borders, and other checkpoints around the world, our VACIS systems are an important part of the world's customs, military, and homeland defense infrastructure. Thanks to our unique, low-dose X-ray and gamma-ray technologies, VACIS systems occupy very little space and produce detailed images of the contents of vehicles and cargo containers without slowing the normal flow of checkpoint traffic.

### **REVEAL EXPLOSIVES DETECTION SYSTEMS**

Reveal systems are employed by some of the world's most discriminating security organizations to improve the safety of global air travel. Using our advanced computed tomography (CT) and dual-energy X-ray technologies, Reveal systems automatically detect a wide variety of explosives in airline baggage and provide detailed images for visual inspection.

### **EXPLORANIUM RADIATION DETECTION SYSTEMS**



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EXPLORANIUM radiation detection systems stand guard at ports, borders, military, and industrial sites around the world. Using our proprietary passive scanning technologies, these systems – ranging from rugged, handheld isotope identification devices to freestanding portal monitors – check vehicles and containers for radioactive materials, helping to secure both people and property from the harm such materials can cause.

## GSA Schedule VACIS Product Price List – SIN 334519

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
RTR4-L	RTR-4L System without X-ray Source	RTR-4L System without X-ray Source: Includes: Toughbook Notebook Computer, RTR-4iMa Integrated X-ray Imager with 8"x10" field of view.	\$ 20,079.84
RTR4-L-LAI	RTR-4L System with Large Area Imager, Toughbook Notebook Computer without X-ray Source	RTR-4L System with Large Area Imager, Toughbook Notebook Computer without X-ray Source: Includes: Toughbook Notebook Computer, LA Integrated X-ray Imager with 16"x22" field of view (LA Imager includes padded carry case, hard transport case and software upgrade disk).	\$ 37,276.00
RTR4-SRC-XR200-110	XR200 X-ray source (standard) with 110V battery charger	XR200 X-ray source (standard) with 110V battery charger. This item may only be purchased with a base RTR4 unit.	\$ 2,716.00
RTR4-SRC-XRS-3-110	XRS-3 X-ray source (standard) with 110V battery charger	XRS-3 X-ray source (standard) with 110V battery charger. This item may only be purchased with a base RTR4 unit.	\$ 4,316.00
RTR4-SRC-XR200-220	XR200 X-ray source (standard) with 220V battery charger	XR200 X-ray source (standard) with 220V battery charger. This item may only be purchased with a base RTR4 unit.	\$ 2,716.00
RTR4-SRC-XRS-3-220	XRS-3 X-ray source (standard) with 220V battery charger	XRS-3 X-ray source (standard) with 220V battery charger. This item may only be purchased with a base RTR4 unit.	\$ 4,316.00
RTR4-ACC-LAI	Large Area Imager with 16" x 22" field of view	Large Area Imager with 16" x 22" field of view. Includes AC to DC adapter to power imager, battery, jack assembly, CD software upgrade and padded carry case.	\$ 24,702.31
RTR4-ACC-Wireless-US	Wireless Communications Add-on with spare Antenna (418Hz)	Wireless Communications Add-on with spare Antenna (418Hz)	\$ 3,901.20
RTR4-ACC-Wireless-EU	Wireless Communications Add-On with Spare Antenna (433Hz)	Wireless Communications Add-On with Spare Antenna (433Hz)	\$ 3,901.20

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
RTR4-ACC-50M	Entension Cable	Entension Cable: 50 Meter (165 Feet) Multi-Conductor Cable with Roll-Up Reel Connecting the Control Unit with the Integrated Imager or Imager Power Supply	\$ 474.20
AD102300-002	RTR-4MiMa Integrated Imager with 8" X 10 " field of view (standard)	RTR-4MiMa Integrated Imager with 8" X 10 " field of view (standard)	\$ 8,978.40
RTR4-MNT- SILVER- C	RTR4 Silver Maintenance (CONUS)	Standard Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Calibration only. 25 business days (after receipt in Vista, CA)	\$ 3,996.00
RTR4-MNT- SILVER- OC	RTR4 Silver Maintenance (OCONUS)	Standard Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Calibration only. 25 business days (after receipt in Vista, CA)	\$ 5,196.00
RTR4-MNT- GOLD-C	RTR4 Gold Maintenance (CONUS)	Priority Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Calibration only. 25 business days (after receipt in Vista, CA)	\$ 5,196.00
RTR4-MNT- GOLD-OC	RTR4 Gold Maintenance (OCONUS)	Priority Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Calibration only. 25 business days (after receipt in Vista, CA)	\$ 6,396.00
VFS-M1-C	Fixed VACIS System Maintenance (CONUS)	First year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 88,103.98
VFS-M2-C	Fixed VACIS System Maintenance (CONUS)	Second year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 92,509.18
VFS-M3-C	Fixed VACIS System Maintenance (CONUS)	Third year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 97,134.64
VFS-M1-OC	Fixed VACIS System Maintenance (OCONUS)	First year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 104,621.81
VFS-M2-OC	Fixed VACIS System Maintenance (OCONUS)	Second year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 109,852.90
VFS-M3-OC	Fixed VACIS System Maintenance (OCONUS)	Third year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 115,346.04
VRS-M1-C	Rail VACIS System Maintenance (CONUS)	First year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 88,103.98
VRS-M2-C	Rail VACIS System Maintenance (CONUS)	Second year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 92,509.18
VRS-M3-C	Rail VACIS System Maintenance (CONUS)	Third year Maintenance for Fixed VACIS Systems within the US (CONUS)	\$ 97,134.64
VRS-M1-OC	Rail VACIS System Maintenance (OCONUS)	First year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 104,621.81
VRS-M2-OC	Rail VACIS System Maintenance (OCONUS)	Second year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 109,852.90
VRS-M3-OC	Rail VACIS System Maintenance (OCONUS)	Third year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 115,346.04

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
VMO-M1-C	Mobile VACIS System Maintenance (CONUS)	First year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS within the US (CONUS)	\$ 93,610.48
VMO-M2-C	Mobile VACIS System Maintenance (CONUS)	Second year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS within the US (CONUS)	\$ 98,291.00
VMO-M3-C	Mobile VACIS System Maintenance (CONUS)	Third year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS within the US (CONUS)	\$ 103,205.55
VMO-M1-OC	Mobile VACIS System Maintenance (OCONUS)	First year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS outside the US (OCONUS)	\$ 104,621.81
VMO-M2-OC	Mobile VACIS System Maintenance (OCONUS)	Second year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS outside US (OCONUS)	\$ 109,852.90
VMO-M3-OC	Mobile VACIS System Maintenance (OCONUS)	Third year Maintenance for Mobile VACIS, All-Terrain VACIS and GT VACIS outside the US (OCONUS)	\$ 115,346.04
VIP6500	VACIS IP6500 System	VACIS IP6500 System High-energy x-ray system for vehicles and cargo, in a compact fixed-portal configuration, with extended scanning capabilities. The base system includes: High-energy x-ray imaging portal - Server hardware and software for integration and storage of scanning images and data - Operator and image-analysis workstation (hardware and software) - Vehicle sensors, traffic controls, test meters, and other ancillary equipment. The system offers the following extended scanning capabilities: - Scanning down to ground level - Scanning vehicle occupants - Material discrimination	\$ 2,579,930.83
VIP6500-M1-C	VACIS IP6500 System Maintenance (CONUS)	First year Maintenance for IP6500 Systems within the US (CONUS)	\$ 250,013.98
VIP6500-M2-C	VACIS IP6500 System Maintenance (CONUS)	Second year Maintenance for IP6500 Systems within the US (CONUS)	\$ 262,514.68
VIP6500-M3-C	VACIS IP6500 System Maintenance (CONUS)	Third year Maintenance for IP6500 Systems within the US (CONUS)	\$ 275,640.42
VIP6500-M1-OC	VACIS IP6500 System Maintenance (OCONUS)	First year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 294,586.00
VIP6500-M2-OC	VACIS IP6500 System Maintenance (OCONUS)	Second year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 309,315.30
VIP6500-M3-OC	VACIS IP6500 System Maintenance (OCONUS)	Third year Maintenance for Fixed VACIS Systems outside the US (OCONUS)	\$ 324,781.06
VACIS M6500-2000	VACIS M6500 System	VACIS M6500 Mobile Imaging System provides bumper to bumper X-ray scanning of cargo and vehicles in both high throughput stationary and flexible mobile configuration. The VACIS M6500 system's powerful X-ray, sensitive detectors and full-time dual-energy material discrimination enable inspectors to quickly verify contents and locate drugs, explosives, and stowaways. VACIS M6500 is packaged on a truck chassis light enough to be driven without a commercial license.	\$ 1,900,107.20
M6500-2000-M1-C	VACIS M6500 System Maintenance (CONUS)	First Year Maintenance for M6500 Systems within the US (CONUS)	\$ 150,008.46
M6500-2000-M2-C	VACIS M6500 System Maintenance (CONUS)	Second Year Maintenance for M6500 Systems within the US (CONUS)	\$ 157,508.89
M6500-2000-M3-C	VACIS M6500 System Maintenance (CONUS)	Third Year Maintenance for M6500 Systems within the US (CONUS)	\$ 165,384.33

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
M6500-2000-M1-OC	VACIS M6500 System Maintenance (OCONUS)	First year Maintenance for M6500 Systems outside the US (OCONUS)	\$ 198,992.44
M6500-2000-M2-OC	VACIS M6500 System Maintenance (OCONUS)	Second year Maintenance for M6500 Systems outside the US (OCONUS)	\$ 208,942.07
M6500-2000-M3-OC	VACIS M6500 System Maintenance (OCONUS)	Third year Maintenance for M6500 Systems outside the US (OCONUS)	\$ 219,389.17
VACIS XPL	VACIS XPL	VACIS XPL - A non-intrusive x-ray imaging system for inspection of occupied passenger cars and other light vehicles. The system complies with ANSI N43.17- 2009 Category 1 Class A for security screening of personnel. The system includes a low-power x-ray source above the lane and a detector array on the road surface below, both mounted on a compact portal structure. The system also includes: Easy Match software, license plate optical character recognition software, traffic control lights, integrated camera, operator workstation hardware and software, shipping, and three days on-site setup support.	\$ 895,050.50
VACIS XPL Mobile	VACIS XPL MOBILE	VACIS XPL Mobile – VACIS XPL integrated with a rugged commercial truck providing fast and easy relocation of the XPL system. A mobile non-intrusive x- ray imaging system for inspection of occupied passenger cars and other light vehicles. The system complies with ANSI N43.17-2009 Category 1 Class A for security screening of personnel. The system includes Easy Match software, license plate optical character recognition software, traffic control lights, shipping and three days on-site set-up support.	\$ 1,213,853.90
CSU-MMVOP1- NOLS	VACIS Source Replacement Option 1	VACIS Source Replacement - Option 1 - labor and shipping not included	\$ 110,468.58
CSU-MMVOP1- LNSC	VACIS Source Replacement Option 1 (CONUS)	VACIS Source Replacement - Option 1 - including labor and shipping (CONUS)	\$ 125,795.54
CSU-MMVOP2- NOLS	VACIS Source Replacement Option 2	VACIS Source Replacement - Option 2 - labor and shipping not included	\$ 50,387.52
CSU-MMVOP2- LNSC	VACIS Source Replacement Option 2 (CONUS)	VACIS Source Replacement - Option 2 - including labor and shipping (CONUS)	\$ 65,714.48
ICIS1L	Integrated Container Information System (ICIS)	ICIS Subsystem ICIS Server (processors, storage, equipment rack) 4 ICIS Viewer workstations 1 client license (10 seats) for the current version of ICIS software (Server, Viewer, utilities) Other Equipment OCR portal (cameras, lighting, mounting structures, OCR processor hardware and software) Network hardware Traffic control devices Spare equipment Services Site survey Civil works design and concept of operations Installation and commissioning services Factory and Site Acceptance Testing ICIS operator training course	\$ 1,000,113.35
ICIS1L-M1	Integrated Container Information System (ICIS) Maintenance	One-year maintenance program Covers ICIS, OCR, RPM (Leidos or third-party) 24/7 Help Desk with 2-hour response On-site problem resolution Semi-annual preventive maintenance Remote problem detection and support Hardware repair and replacement Software updates for Leidos-supplied equipment	\$ 65,011.08

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
VACIS-XPL-MNT-CONUS	VACIS XPL Maintenance (CONUS)	Annual Maintenance for VACIS XPL system within the US (CONUS).	\$ 69,249.37
VACIS-XPL-MNT-OCONUS	VACIS XPL Maintenance (OCONUS)	Annual Maintenance for VACIS XPL system outside the US (OCONUS).	\$ 76,413.10
VACIS-XPLM-MNT1-CONUS	VACIS XPLM Maintenance (CONUS)	First Yr Annual Maintenance for VACIS XPL Mobile system within the US (CONUS)	\$ 90,342.57
VACIS-XPLM-MNT2-CONUS	VACIS XPLM Maintenance (CONUS)	Second Yr Annual Maintenance for VACIS XPL Mobile system within the US (CONUS)	\$ 94,859.70
VACIS-XPLM-MNT3-CONUS	VACIS XPLM Maintenance (CONUS)	Third Yr Annual Maintenance for VACIS XPL Mobile system within the US (CONUS)	\$ 99,602.88
VACIS-XPLM-MNT1-OCONUS	VACIS XPLM Maintenance (OCONUS)	First Yr Annual Maintenance for VACIS XPL Mobile system within the US (OCONUS)	\$ 119,884.99
VACIS-XPLM-MNT2-OCONUS	VACIS XPLM Maintenance (OCONUS)	Second Yr Annual Maintenance for VACIS XPL Mobile system within the US (OCONUS)	\$ 125,878.64
VACIS-XPLM-MNT3-OCONUS	VACIS XPLM Maintenance (OCONUS)	Third Yr Annual Maintenance for VACIS XPL Mobile system within the US (OCONUS)	\$ 132,173.17
GR135Plus-MNT-SILVER	GR-135 Silver Maintenance	Standard Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Calibration only. 25 business days (after receipt at	\$ 1,196.00
GR135Plus-MNT-GOLD	GR-135 Gold Maintenance	Priority Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Yearly Calibration Service, Return to Factory	\$ 1,596.00
GR135Plus-MNT- PLATINUM	GR-135 Platinum Maintenance	Premium Maintenance, Help Desk (7X24X365), Phone Support (M-F excluding holidays) 7am - 6pm Pacific, Yearly Calibration Service, Full replacement next	\$ 1,996.00
AT980/88004	Advanced Radiation Portal Monitoring System – 4-Detector System	Advanced Radiation Portal Monitoring System – 4-Detector System Gamma and standard neutron detectors, 1 Control box, 1 Annunciator	\$ 210,377.83
AT980/88004-M	AT-980 – Maintenance	Maintenance for AT-980 4-Detector System within the US (CONUS)	\$ 16,715.06
SRPM210-4	SRPM-210 4-Detector (Panel) System	SRPM-210 RPM: - Qty 4 detector panels (gamma and neutron detectors) - Portal mounting hardware for detector panels - Control unit - Control station (workstation hardware and application software) - Alarm annunciator - Installation and commissioning services	\$ 360,020.26
SRPM210-4UP	SRPM-210 4 Detector (Panel) Upgrade	SRPM-210 RPM Upgrade: - Hardware and software field upgrade for existing 4 Detector PanelAT980 (RPM8) (gamma and neutron detectors) system adds spectral resolution, automatic gain stabilization, Auto-calibration, automatic NII blanking, Windows 7 and remote monitoring. - Control box, battery box, RSP electronics, neutron module, system computer and surveillance camera - Installation and commissioning services	\$ 150,008.43

PRODUCT CODE	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE
SRPM210-M	Maintenance for SRPM-210	One-year maintenance program (CONUS only) 24/7 Help Desk with 2-hour response Semi-annual preventive maintenance Remote problem detection and support Hardware repair and replacement On-site problem resolution Software updates for Leidos-supplied equipment	\$ 13,364.80
CT-80DR/DR+ MNT	CT-89DR/DR+ Maintenance	Maintenance for CT-80DR/DR+ within the US (CONUS). Maintenance package includes problem resolution, preventive maintenance, hardware replacement, software updates, remote monitoring and 24/7/365 Help Desk response.	\$ 61,453.45
CT-80DR/DR+ V6.2UP	CT-80DR/DR+ Version 6.2 Upgrade	CT-80DR/DR+ Version 6.2 Upgrade. Field retrofit upgrade for Reveal® CT- 80DR or CT-80DR+. The purpose of the upgrade is to implement the following capabilities - operating system upgrade, latest algorithm and algorithm switching. The work includes: shipment of the V6.2 upgrade kit to the site, field upgrade, installation and testing, operating system upgrade, new algorithm implementation and dynamic and risk based screening implementation in accordance with Technical Specification TPN 09-0437.	\$ 114,401.44
TRN-VMO1WKC	One week Operator and One Day Radiation Safety Training Course for VACIS Systems at sites within the US (CONUS) Maximum of 12 participants	One week Operator and One Day Radiation Safety Training Course for VACIS Systems at sites within the US (CONUS) Maximum of 12 participants	\$ 45,002.91
TRN-VMO1WOC	One week Operator and One Day Radiation Safety Training Course for VACIS Systems at sites outside the US (OCONUS) Maximum of 12 participants	One week Operator and One Day Radiation Safety Training Course for VACIS Systems at sites outside the US (OCONUS) Maximum of 12 participants	\$ 60,003.40

## SERVICES SPECIAL ITEM NUMBER (SIN) DESCRIPTION

### **SIN 541330L – Security System Integration, Design, Management, and Life Cycle Support**

Services include, but are not limited to: services involving the security integration/management discipline, which supports security products and systems throughout their lifecycle. Services may include, but are not limited to: testing, production, fielding, process improvement, disposal, etc.

### **3.3 GSA LABOR CATEGORIES AND QUALIFICATIONS**

#### **SUBSTITUTION/EQUIVALENCY FOR ALL LABOR CATEGORIES:**

GED or vocational degree = high school diploma; AS/AA degree = two years general experience ; BS/BA = six years general experience; MS/MA = four years general experience; PhD = three years general experience. EXAMPLE: MS/MA degree = BS/BA + four years general experience

<b>Labor Category</b>	<b>Labor Description</b>
<b>Security Administrative Consultant I</b>	<p><b>Description:</b> Possesses strong skills in administration and support of security, monitoring and other capabilities. Support different types of security analysis and reporting. Familiar with administration and implementation of enterprise-level security processes and policies. Supports activities related to information assurance, vulnerability assessments, physical and digital enterprise protection planning and response and threat analysis and response. Communicates with peers to explain facts, basic analysis, processes and practices related to area. Requires basic knowledge of and ability to apply principles, theories, and concepts of narrow technical domain. Takes action on behalf of others based on knowledge of the organization, policies and personnel under guidance and supervision.</p> <p><b>Education/Experience Required:</b> BA/BS</p>

<p><b>Security Administrative Consultant II</b></p>	<p><b>Description:</b> Possesses strong skills in administration and support of security, monitoring and other capabilities. Support different types of security analysis and reporting. Familiar with administration and implementation of enterprise-level security processes and policies. Supports activities related to information assurance, vulnerability assessments, physical and digital enterprise protection planning and response and threat analysis and response. Communicates with colleagues across multiple areas (project managers, other technical resources, etc.). Requires working knowledge of and ability to apply standards, principles, theories, concepts, and techniques of technical domain. Makes administrative decisions and takes action on behalf of others based on knowledge of the organization, policies and personnel under guidance and supervision.  <b>Education/Experience Required:</b> BA/BS and 2 years of experience</p>
<p><b>Security Administrative Consultant III</b></p>	<p><b>Description:</b> Possesses strong skills in administration and support of security, monitoring and other capabilities. Support different types of security analysis and reporting. Familiar with administration and implementation of enterprise-level security processes and policies. Supports activities related to information assurance, vulnerability assessments, physical and digital enterprise protection planning and response and threat analysis and response. Communicates with internal and client project team members. Requires deep understanding of and ability to apply principles, theories, and concepts of technical domain and has broad understanding of other related specialty areas. Exercises judgment and initiative to make administrative decisions and takes action on behalf of the executive based on knowledge of the organization, policies and personnel. Directs established guidelines, procedures and policies. Administers policies that directly affect subordinate employees.  <b>Education/Experience Required:</b> BA/BS and 4 years of experience.</p>
<p><b>Security Administrative Consultant IV</b></p>	<p><b>Description:</b> Possesses strong skills in administration and support of security, monitoring and other capabilities. Support different types of security analysis and reporting. Familiar with administration and implementation of enterprise-level security processes and policies. Supports activities related to information assurance, vulnerability assessments, physical and digital enterprise protection planning and response and threat analysis and response. Communicates with internal team members across multiple areas and client team members. Requires expert knowledge of and ability to apply advanced technical principles, theories, and concepts. Extensively exercises independent judgment, initiative and tact, makes administrative decisions and takes action on behalf of the executive based on knowledge of the organization, policies and personnel. Directs established guidelines, procedures and policies. Administers policies that directly affect subordinates. <b>Education/Experience Required:</b> BA/BS and 8 years of experience.</p>

<b>Security Administrative Specialist II</b>	<p><b>Description:</b> Able to build and develop enterprise level capabilities around security involving best practices, education, training, awareness and risk management. Supports administrative tasks such as develop, maintain and update lists of users, environments and applications for security management purposes. Assists with reporting and other management functions such as audits, review and remediations. Familiar with different security infrastructure implementations and management requirements. Maintains and enhances security processes and procedures. Develops bulletins and other communications to raise awareness of security threats and incidents. Communicates with internal and client project team members. Requires deep understanding of and ability to apply principles, theories, and concepts of technical domain and has broad understanding of other related specialty areas. Works on assignments that are semi-routine in nature but recognizes the need for occasional deviation from accepted practice. Follows standard practices and procedures in analyzing situations or data from which answers can be readily obtained.</p> <p><b>Education/Experience Required:</b> High School and 2 years of experience.</p>
<b>Security Administrative Specialist III</b>	<p><b>Description:</b> Able to build and develop enterprise level capabilities around security involving best practices, education, training, awareness and risk management. Supports administrative tasks such as develop, maintain and update lists of users, environments and applications for security management purposes. Assists with reporting and other management functions such as audits, review and remediations. Familiar with different security infrastructure implementations and management requirements. Maintains and enhances security processes and procedures. Develops bulletins and other communications to raise awareness of security threats and incidents. Communicates with internal team members across multiple areas and client team members. Works on assignments that are moderately complex in nature. Requires the use of judgment to resolve problems and to make routine recommendations.</p> <p><b>Education/Experience Required:</b> High school and 3 years of experience.</p>

<b>Security Administrative Specialist IV</b>	<p><b>Description:</b> Able to build and develop enterprise level capabilities around security involving best practices, education, training, awareness and risk management. Supports administrative tasks such as develop, maintain and update lists of users, environments and applications for security management purposes. Assists with reporting and other management functions such as audits, review and remediations. Familiar with different security infrastructure implementations and management requirements. Maintains and enhances security processes and procedures. Develops bulletins and other communications to raise awareness of security threats and incidents. Requires ability to communicate with leadership regarding matters of significant importance to the organization/project. Has broad knowledge of industry practices, advanced techniques and solutions within a professional discipline to develop new standards, processes, and solutions. Works on assignments that are complex in nature. Requires the use of judgment to resolve problems and to make routine recommendations. <b>Education/Experience Required:</b> High school and 5 years of experience.</p>
<b>Security Business Process Analyst I</b>	<p><b>Description:</b> Develop and align business processes and objectives around security related procedures and methodologies for the enterprise. Troubleshoot and determine root causes of issues, failure and others items that may impact ability of the enterprise, division or program to perform its function in a planned manner. Leverage familiarity and experience with different security techniques and best practices for process and procedure development and updating. Implement security related processes, controls and implementation methods within the established workforce along with providing regular updates. Work on roadmaps and strategies for future implementations. Communicates with peers to explain facts, basic analysis, processes and practices related to area. Requires basic knowledge of and ability to apply principles, theories, and concepts of narrow technical domain. May perform cost and benefit analysis. Interfaces with all areas of project including customer, computer services, and client services. Receives assignments in the form of specific tasks for the work to be completed. Develops resolutions to problems of limited scope. <b>Education/Experience Required:</b> High school diploma.</p>

<b>Security Business Process Analyst II</b>	<p><b>Description:</b> Develop and align business processes and objectives around security related procedures and methodologies for the enterprise. Troubleshoot and determine root causes of issues, failure and others items that may impact ability of the enterprise, division or program to perform its function in a planned manner. Leverage familiarity and experience with different security techniques and best practices for process and procedure development and updating. Implement security related processes, controls and implementation methods within the established workforce along with providing regular updates. Work on roadmaps and strategies for future implementations. Communicates with colleagues across multiple areas (project managers, other technical resources, etc.). Interfaces with all areas of project including customer, computer services, and client services. Receives assignments in the form of objectives and establishes goals to meet outlined objectives. Works under supervision on problems of limited scope. Follows standard practices and procedures in analyzing situations. <b>Education/Experience Required:</b> High school and 1 year of experience.</p>
<b>Security Business Process Analyst III</b>	<p><b>Description:</b> Develop and align business processes and objectives around security related procedures and methodologies for the enterprise. Troubleshoot and determine root causes of issues, failure and others items that may impact ability of the enterprise, division or program to perform its function in a planned manner. Leverage familiarity and experience with different security techniques and best practices for process and procedure development and updating. Implement security related processes, controls and implementation methods within the established workforce along with providing regular updates. Work on roadmaps and strategies for future implementations. Communicates with internal and client project team members. Requires deep understanding of and ability to apply principles, theories, and concepts of technical domain and has broad understanding of other related specialty areas. May perform cost and benefit analysis. Interfaces with all areas of project including customer, computer services, and client services. Receives assignments in the form of objectives and establishes goals to meet outlined objectives. Works on diverse tasks where analysis of client's data requires an evaluation of various factors. <b>Education/Experience Required:</b> High school and 2 years of experience.</p>
<b>Security Business Process Analyst IV</b>	<p><b>Description:</b> Develop and align business processes and objectives around security related procedures and methodologies for the enterprise. Troubleshoot and determine root causes of issues, failure and others items that may impact ability of the enterprise, division or program to perform its function in a planned manner. Leverage familiarity and experience with different security techniques and best practices for process and procedure development and updating. Implement security related processes, controls and implementation methods within the established workforce along</p>

	<p>with providing regular updates. Work on roadmaps and strategies for future implementations. Performs business process consulting services that span the life cycle of a project, from business/technical requirements analysis through implementation. Works on moderately complex tasks where analysis of client's data requires an evaluation of various factors.  <b>Education/Experience Required:</b> High school and 3 years of experience.</p>
<p><b>Security Intel Analyst I</b></p>	<p><b>Description:</b> Responsible for performing advanced security activity detection and threat type analysis for complex and escalated security events. Use state-of-the-art techniques and tradecraft for analysis and forensics. Able to review different data sources and information to pinpoint areas of vulnerability and make recommendations to overcome risks. Provide critical thinking around prognosis/diagnosis of different types of security concerns and ways to expedite responses or mitigate risks. Familiar with the latest tools and techniques. Able to comprehensively capture any and all types of security incidents as well as support development of appropriate procedures, playbooks and operational metrics. Communicates with colleagues across multiple areas (project managers, other professional resources, etc.). Requires practical knowledge of the professional discipline, typically obtained through experience. Has general understanding of industry practices and standards. Problems are typically solved through drawing from prior experiences, with thorough analysis of the issue.  <b>Education/Experience Required:</b> BA/BS and 4 years of experience.</p>
<p><b>Security Intel Analyst II</b></p>	<p><b>Description:</b> Responsible for performing advanced security activity detection and threat type analysis for complex and escalated security events. Use state-of-the-art techniques and tradecraft for analysis and forensics. Able to review different data sources and information to pinpoint areas of vulnerability and make recommendations to overcome risks. Provide critical thinking around prognosis/diagnosis of different types of security concerns and ways to expedite responses or mitigate risks. Familiar with the latest tools and techniques. Able to comprehensively capture any and all types of security incidents as well as support development of appropriate procedures, playbooks and operational metrics. Communicates with internal and client project team members. Has full understanding of concepts, principles and industry practices within own discipline. Has deep understanding of industry practices and standards. Develops solutions to problems and issues that are unclear and require thorough analyses and understanding of domain knowledge. <b>Education/Experience Required:</b> BA/BS and 4 years of experience.</p>

<p><b>Security Investigator I</b></p>	<p><b>Description:</b> Expertise in a wide range of forensic related capabilities and analysis. Manages an investigation from beginning to end using commercial/open source tools, developing incident response and follow-up strategies. Utilizes knowledge of current and evolving security threat landscape in the performance of the job function, as required. Reviews evidence and conducts analysis and research. Makes the necessary recommendations for improving overall security capability within the enterprise and future response strategies. Communicates with peers to explain facts, basic analysis, processes and practices related to area. Requires basic knowledge of and ability to apply principles, theories, and concepts of technical domain. <b>Education/Experience Required:</b> BA/BS and 2 years of experience.</p>
<p><b>Security Investigator II</b></p>	<p><b>Description:</b> Expertise in a wide range of forensic related capabilities and analysis. Manages an investigation from beginning to end using commercial/open source tools, developing incident response and follow-up strategies. Utilizes knowledge of current and evolving security threat landscape in the performance of the job function, as required. Reviews evidence and conducts analysis and research. Makes the necessary recommendations for improving overall security capability within the enterprise and future response strategies. Communicates with internal and client project team members. Requires deep understanding of and ability to apply principles, theories, and concepts of technical domain and has broad understanding of other related specialty areas. <b>Education/Experience Required:</b> BA/BS and 4 years of experience.</p>
<p><b>Security Investigator III</b></p>	<p><b>Description:</b> Expertise in a wide range of forensic related capabilities and analysis. Manages an investigation from beginning to end using commercial/open source tools, developing incident response and follow-up strategies. Utilizes knowledge of current and evolving security threat landscape in the performance of the job function, as required. Reviews evidence and conducts analysis and research. Makes the necessary recommendations for improving overall security capability within the enterprise and future response strategies. Communicates with internal team members across multiple areas and client team members. Requires expert knowledge of and ability to apply advanced technical principles, theories, and concepts. <b>Education/Experience Required:</b> BA/BS and 8 years of experience.</p>
<p><b>Security Investigator IV</b></p>	<p><b>Description:</b> Expertise in a wide range of forensic related capabilities and analysis. Manages an investigation from beginning to end using commercial/open source tools, developing incident response and follow-up strategies. Utilizes knowledge of current and evolving security threat landscape in the performance of the job function, as required. Reviews evidence and conducts analysis and research. Makes the necessary recommendations for improving overall security capability within the enterprise and future response strategies.</p>

	<p>Requires ability to communicate with executive leadership (internally or client) regarding matters of significant importance to the organization/project. Has expert knowledge of industry practices, advanced techniques and solutions within a professional discipline to develop new standards, processes, and solutions. <b>Education/Experience Required:</b> BA/BS and 12 years of experience.</p>
<p><b>Security Program Manager II</b></p>	<p><b>Description:</b> Leads and manages programs involving security for facilities, infrastructure, equipment, personnel, systems and information. Oversees administrative tasks and daily operations of the program. Facilitates communications with stakeholders, proactively identifies and mitigates issues and meets with different management personnel to discuss performance and report on status. Produces and presents reports of different types around workload, performance and issues to varying audiences. Manages staff to ensure that deliverables are being met and quality of work meets/exceeds requirements. May be responsible for managing one large programs or some medium-sized programs of different scope and complexity. Communicates with parties within and outside of own program, which may include internal and external constituents depending upon the area. <b>Education/Experience Required:</b> BA/BS and 8 years of experience.</p>
<p><b>Security Program Manager III</b></p>	<p><b>Description:</b> Leads and manages programs involving security for facilities, infrastructure, equipment, personnel, systems and information. Oversees administrative tasks and daily operations of the program. Facilitates communications with stakeholders, proactively identifies and mitigates issues and meets with different management personnel to discuss performance and report on status. Produces and presents reports of different types around workload, performance and issues to varying audiences. Manages staff to ensure that deliverables are being met and quality of work meets/exceeds requirements. Responsible for planning, organizing, directing, executing, monitoring, and controlling all aspects of the project/program, including technology, schedule, cost, contract and customer satisfaction. Interfaces with project managers, task and functional leaders, subcontractors, support personnel, and other stakeholders. Responsible for managing a moderate to high risk program (composed of either a single program or a coordinated effort of multiple related programs with a common technical or customer objective). <b>Education/Experience Required:</b> BA/BS and 12 years of experience.</p>

<p><b>Security SME II</b></p>	<p><b>Description:</b> Possesses deep expertise and knowledge in areas connected with security strategy, architecture, design, development, testing, validation, implementation, deployment and O&amp;M. Reviews approaches and designs from an optimization and implementation viewpoint to uncover issues prior to full-scale testing and deployment of the solution. Advises on integrating innovative techniques and ensures that the latest developments in the field are being considered in the proposed solutions. Prepares and delivers senior-level reports and presentations on technical approaches, strategy and other matters. Reviews and oversees designs and changes being performed by the team along with assisting in troubleshooting and risk mitigation strategies. Communicates with internal and client project team members. Requires deep understanding of and ability to apply principles, theories, and concepts of technical domain and has broad understanding of other related specialty areas. <b>Education/Experience Required:</b> BA/BS and 4 years of experience.</p>
<p><b>Security SME III</b></p>	<p><b>Description:</b> Possesses deep expertise and knowledge in areas connected with security strategy, architecture, design, development, testing, validation, implementation, deployment and O&amp;M. Reviews approaches and designs from an optimization and implementation viewpoint to uncover issues prior to full-scale testing and deployment of the solution. Advises on integrating innovative techniques and ensures that the latest developments in the field are being considered in the proposed solutions. Prepares and delivers senior-level reports and presentations on technical approaches, strategy and other matters. Reviews and oversees designs and changes being performed by the team along with assisting in troubleshooting and risk mitigation strategies. Communicates with internal team members across multiple areas and client team members. Requires expert knowledge of and ability to apply advanced technical principles, theories, and concepts. <b>Education/Experience Required:</b> BA/BS and 8 years of experience.</p>

### 3.2 GSA SCHEDULE SERVICES PRICE LIST

The Service Contract Act (SCA) is applicable to this GSA Schedule Contract and the following labor categories may be subject to Wage Determinations (WD) based upon the work performed. The Ordering Agencies Procuring Contracting Officer (PCO) is responsible for identifying the appropriate wage determination applicable to an effort, and for providing the appropriate wage determination accordingly.

Labor Category	8/29/19-8/28/20 Contract Year 1	8/29/20-8/28/21 Contract Year 2	8/29/21-8/28/22 Contract Year 3	8/29/22-8/28/23 Contract Year 4	8/29/23-8/28/24 Contract Year 5
Security Administrative Consultant I - Govt Site	\$ 81.73	\$ 83.94	\$ 86.21	\$ 88.53	\$ 90.92
Security Administrative Consultant II - Govt Site	\$ 93.28	\$ 95.80	\$ 98.39	\$ 101.04	\$ 103.77
Security Administrative Consultant III - Govt Site	\$ 103.53	\$ 106.32	\$ 109.19	\$ 112.14	\$ 115.17
Security Administrative Consultant IV - Govt Site	\$ 135.26	\$ 138.91	\$ 142.66	\$ 146.51	\$ 150.47
Security Administrative Specialist II - Govt Site	\$ 69.31	\$ 71.18	\$ 73.10	\$ 75.07	\$ 77.10
Security Administrative Specialist III - Govt Site	\$ 81.73	\$ 83.94	\$ 86.21	\$ 88.53	\$ 90.92
Security Administrative Specialist IV - Govt Site	\$ 93.28	\$ 95.80	\$ 98.39	\$ 101.04	\$ 103.77
Security Business Process Analyst I - Govt Site	\$ 52.12	\$ 53.53	\$ 54.97	\$ 56.46	\$ 57.98
Security Business Process Analyst II - Govt Site	\$ 59.88	\$ 61.50	\$ 63.16	\$ 64.87	\$ 66.62
Security Business Process Analyst III - Govt Site	\$ 76.52	\$ 78.58	\$ 80.71	\$ 82.88	\$ 85.12
Security Business Process Analyst IV - Govt Site	\$ 80.18	\$ 82.34	\$ 84.56	\$ 86.85	\$ 89.19
Security Intel Analyst I - Govt Site	\$ 97.09	\$ 99.71	\$ 102.40	\$ 105.17	\$ 108.01
Security Intel Analyst II - Govt Site	\$ 116.76	\$ 119.91	\$ 123.15	\$ 126.47	\$ 129.89
Security Investigator I - Govt Site	\$ 86.97	\$ 89.32	\$ 91.73	\$ 94.21	\$ 96.75
Security Investigator II - Govt Site	\$ 95.89	\$ 98.48	\$ 101.14	\$ 103.87	\$ 106.67
Security Investigator III - Govt Site	\$ 123.82	\$ 127.16	\$ 130.60	\$ 134.12	\$ 137.74
Security Investigator IV - Govt Site	\$ 161.13	\$ 165.48	\$ 169.95	\$ 174.54	\$ 179.25
Security Program Manager II - Govt Site	\$ 181.39	\$ 186.29	\$ 191.32	\$ 196.48	\$ 201.79
Security Program Manager III - Govt Site	\$ 224.55	\$ 230.62	\$ 236.84	\$ 243.24	\$ 249.80
Security SME II - Govt Site	\$ 116.61	\$ 119.76	\$ 122.99	\$ 126.31	\$ 129.72
Security SME III - Govt Site	\$ 146.62	\$ 150.58	\$ 154.64	\$ 158.82	\$ 163.11
Security Administrative Consultant I - Contractor Site	\$ 94.31	\$ 96.86	\$ 99.47	\$ 102.16	\$ 104.91
Security Administrative Consultant II - Contractor Site	\$ 107.63	\$ 110.54	\$ 113.52	\$ 116.59	\$ 119.74
Security Administrative Consultant III - Contractor Site	\$ 119.45	\$ 122.68	\$ 125.99	\$ 129.39	\$ 132.89
Security Administrative Consultant IV - Contractor Site	\$ 156.07	\$ 160.29	\$ 164.62	\$ 169.06	\$ 173.62
Security Administrative Specialist II - Contractor Site	\$ 79.97	\$ 82.13	\$ 84.34	\$ 86.62	\$ 88.96
Security Administrative Specialist III - Contractor Site	\$ 94.31	\$ 96.86	\$ 99.47	\$ 102.16	\$ 104.92
Security Administrative Specialist IV - Contractor Site	\$ 107.63	\$ 110.53	\$ 113.52	\$ 116.58	\$ 119.73
Security Business Process Analyst I - Contractor Site	\$ 60.14	\$ 61.76	\$ 63.43	\$ 65.14	\$ 66.90
Security Business Process Analyst II - Contractor Site	\$ 69.09	\$ 70.96	\$ 72.88	\$ 74.84	\$ 76.86
Security Business Process Analyst III - Contractor Site	\$ 88.29	\$ 90.67	\$ 93.12	\$ 95.64	\$ 98.22
Security Business Process Analyst IV - Contractor Site	\$ 92.51	\$ 95.01	\$ 97.58	\$ 100.21	\$ 102.92
Security Intel Analyst I - Contractor Site	\$ 112.02	\$ 115.05	\$ 118.16	\$ 121.35	\$ 124.62
Security Intel Analyst II - Contractor Site	\$ 134.72	\$ 138.36	\$ 142.09	\$ 145.93	\$ 149.87
Security Investigator I - Contractor Site	\$ 100.35	\$ 103.06	\$ 105.84	\$ 108.70	\$ 111.64
Security Investigator II - Contractor Site	\$ 110.65	\$ 113.63	\$ 116.70	\$ 119.85	\$ 123.09
Security Investigator III - Contractor Site	\$ 142.87	\$ 146.73	\$ 150.69	\$ 154.76	\$ 158.94
Security Investigator IV - Contractor Site	\$ 185.93	\$ 190.95	\$ 196.10	\$ 201.40	\$ 206.84
Security Program Manager II - Contractor Site	\$ 209.30	\$ 214.95	\$ 220.76	\$ 226.72	\$ 232.84
Security Program Manager III - Contractor Site	\$ 259.10	\$ 266.09	\$ 273.28	\$ 280.66	\$ 288.23
Security SME II - Contractor Site	\$ 134.55	\$ 138.18	\$ 141.91	\$ 145.75	\$ 149.68
Security SME III - Contractor Site	\$ 169.18	\$ 173.75	\$ 178.44	\$ 183.26	\$ 188.21

## XPOSE XP PORTABLE X-RAY SYSTEM

The Xpose XP portable x-ray system is designed to help law enforcement, military, customs and security personnel search for and secure explosives, weapons, narcotics and other contraband. Utilizing a computed radiography imaging plate and patented digital radiography scanning system, Xpose XP supports rapid deployment in extremely tight spaces and near real-time image capture of small to large targets in a single downrange approach.

## XPOSE STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF XPOSE PRODUCTS AND SERVICES (COLLECTIVELY CALLED “PRODUCTS”) AND THE LICENSING OF RELATED SOFTWARE OFFERED BY LEIDOS, INC’ S LEIDOS INNOVATION CENTER (LINC) (HEREINAFTER CALLED “LEIDOS”) FOR THE CONSIDERATION SPECIFIED IN THE ACCOMPANYING QUOTATION OR CONTRACT. THESE TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO ANY QUOTATION OR CONTRACT (ALL COLLECTIVELY REFERRED TO AS THE “CONTRACT”) AND SHALL TOGETHER WITH ANY ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE ACCOMPANYING QUOTATION OR CONTRACT, REPRESENT THE GOVERNING TERMS AND CONDITIONS, NOTWITHSTANDING ANY CONTRADICTORY, MODIFYING OR ADDITIONAL TERMS OR CONDITIONS THAT MAY BE CONTAINED IN A BUYER’S REQUEST FOR QUOTATION, PURCHASE ORDER, OR OTHER DOCUMENTATION. BUYER’S ACCEPTANCE OR OPERATIONAL USE OF ANY PRODUCTS DELIVERED BY LEIDOS SHALL CONSTITUTE THE BUYER’S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

- 1. Prices** - Leidos’ offer is subject to adjustment in price and delivery schedule in the event that different quantities or other specifications are required than are set forth in the offer. Prices are subject to change due to the imposition by any lawful taxing authority of any additional tax, levy, assessment or other burden on, or related to the goods or services proposed. Unless otherwise specified, this offer is valid for ninety (90) days from the date of submission.
- 2. Payment Terms and Remit to Addresses** - Except as otherwise set forth in the offer, prices are in US dollars and payment shall be made 100% in advance prior to shipment.

Subject to Leidos credit approval, Leidos may extend payment terms of net thirty 30 days or otherwise negotiate partial or milestone payments. Leidos shall submit invoices upon shipment of goods, completion of milestones, or performance of services as provided in the payment schedule of Leidos’ offer. Partial deliveries shall be allowed. If terms are

extended, then late payments will be subject to an interest charge of 1% of the unpaid balance per month, accruing from the 31st day. If Buyer fails to make any payment to Leidos as required, Leidos shall have the right exercisable at Leidos' sole discretion, in addition to its other rights and remedies, to cease further performance. Leidos shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to Leidos when due.

Except as otherwise set forth in the offer, payments shall be made in US Dollars and shall be remitted electronically to the following EFT address:

Leidos, Inc.  
Citibank, N.A.  
399 Park Avenue  
New York, New York 10043 Account No. 30547584  
ABA No. 021000089 SWIFT: CITIUS33

Any payment by check shall be remitted to the following lockbox address: Leidos, Inc.  
P.O. Box 223058 Pittsburgh, PA 15251-2058

**3. Acceptance by Buyer** - Except as otherwise set forth in the offer, the Products and services delivered under the Contract shall be deemed accepted at the time they are delivered, in accordance with Article 7, or when services are rendered. Buyer shall notify Leidos in writing within 10 days of receipt or completion of installation by Leidos of the Products and/or services of any claim for shortage or failure of the Products and/or services to meet the requirements set forth in the Contract.

**4. Force Majeure** - Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under the Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God; acts of a public enemy; fires; floods; power outages; wars; contagious illness or disease provoking government-imposed quarantines; prohibitions on travel or restrictions on commerce; civil disturbances; sabotage; terrorism; accidents; insurrections; blockades; embargoes; storms; explosions; labor disputes; failures of common carriers; Internet Service Providers; or other communication devices; acts of cyber criminals, acts of any governmental body whether civil or military, foreign or domestic; failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits; and/or inability to obtain labor, materials, equipment or transportation. Any such delays shall not be a breach of or failure to perform the Contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

**5. Permits, Licenses and Fees** - Buyer shall provide the following items in support of the project: All necessary permits, licenses, leases, certification and other special requirements contained in the quotation and/or contract for operation of the equipment

for the Buyer/End User's intended purpose. Both parties shall comply with all laws and regulations governing the possession, use, handling, transfer or disposal of hazardous and/or radioactive materials required in the performance of the Contract. At Buyer/End User's request, Leidos shall assist Buyer/End User in obtaining the licenses and permits necessary to facilitate the performance of any services, installation and operation of the goods and software furnished under the Contract, including by providing Buyer/End User with all necessary technical information, operators' manuals, maintenance materials and technical specifications. Except as provided for in the Contract, additional assistance requested by Buyer/End User shall be provided by Leidos on a time and materials basis. Any license or permit fee imposed for the performance of work shall be borne by the Buyer/End User.

**6. Delivery** - Except as otherwise set forth in the offer, all goods shall be shipped FCA (San Diego, California) per Incoterms 2010. If requested, shipping and handling charges will be prepaid by Leidos and invoiced to the Buyer at actual cost. Buyer shall bear the risk of loss or damage to the goods from any casualty subsequent to delivery to the delivery point. Physical title to the Products shall pass to Buyer upon delivery to the first freight carrier.

If the Buyer is unable to accept delivery, at no fault of Leidos, at the delivery time specified in the contract, the Buyer shall authorize Leidos in writing to ship the Products in place at Leidos' facility, or other mutually agreed upon location, and will acknowledge acceptance of the Products including title, risk of loss, and commencement of warranty.

**7. Proprietary Information** - The design, production and operation of the Products, in any form, are proprietary information and trade secrets of Leidos. Buyer agrees that it will keep in confidence and prevent the disclosure to any unauthorized person or persons, any and all proprietary or confidential information related to the Products that is disclosed to Buyer pursuant to this Agreement. Buyer shall not modify, reverse engineer, improve or otherwise change any Products or parts thereof, or any of Leidos' proprietary rights related thereto, and shall not use, incorporate or in any way use any of Leidos' proprietary rights or confidential information (whether disclosed separately or embodied in any of the Products) in Buyer's own products or business activities. Buyer acknowledges that, in the event of Buyer's breach of any of the foregoing provisions, Leidos will not have an adequate remedy in money or damages and that Leidos shall therefore be entitled to seek preliminary or permanent injunctive relief, against such breach from any court of competent jurisdiction. Leidos' right to obtain such injunctive relief shall not be construed as any limit of its right to seek further legal and equitable remedies.

**8. Intellectual Property Rights** - Leidos shall solely own and have exclusive worldwide right, title and interest in and to all United States and foreign patents, trademarks, service marks, copyrights, mask works, trade secrets, software and all other intellectual and industrial property rights in any way related to the Products and all modifications, improvements and derivative works related thereto ("Product Intellectual Property Rights" or "Product IPR"). Title to all such Product IPR shall at all times remain with Leidos, and

Buyer's use thereof shall be restricted under the non-exclusive licenses granted by Leidos in Section 8.A and 8.B below.

A. (License to Buyer for End Use) Subject to Buyer's performance of all obligations hereunder, Leidos hereby grants to Buyer a personal, non-exclusive, royalty-free, non-transferable and indivisible license to use Product IPR only as they are contained in the Products and for no other purpose. Buyer shall not remove Leidos trademark notices, copyright notices, patent markings or mask work notices on or in the Products or on any other materials supplied by Leidos.

Buyer acknowledges that all rights to and goodwill associated with any trademarks related to the Products (the "Marks") belong to Leidos.

With respect to software related to the Products, subject to Buyer's performance of all obligations hereunder, Leidos hereby grants to Buyer a personal, non-exclusive, royalty-free, non-transferable (with no right of sublicense) and indivisible license to use the software, only as it is contained in the Products and for no other purpose.

Buyer agrees that it will not challenge or attack Leidos' rights in any Marks, and will not take or fail to take any action which, by taking or failure to take such action, has a result of impairing such rights of Leidos, will not use the Marks on goods or services other than to identify the Products, and will not do anything else inconsistent with the rights of Leidos.

B. (License to Buyer to sublicense for end use or distribution) Notwithstanding the foregoing, Buyer may transfer this license on a permanent basis to an end user customer of the Products provided (a) any such transfer is subject to the term and conditions of this Article 9 and the end user customers' agreement to be bound by such terms and conditions, (b) no copies of the IPR or software are retained by the Buyer, and (c) Buyer remains liable for any breach of this Agreement by either Buyer or end user customer.

C. Check if applicable [ ] and attach SLA: If Leidos furnishes Buyer with separately executable software ("Software") under the Contract, such Software is furnished under a personal, non-exclusive, non-transferable license for the purpose of operating the goods delivered under the Contract for their intended use under the terms and conditions of the Leidos Standard Software License Agreement incorporated by reference into the Contract and attached hereto. Title and full ownership of the Software shall remain with Leidos.

**9. Publicity** - Buyer shall not use Leidos' name or any trademarks relating to the Products in any publicity or advertising campaign without the prior written permission of Leidos. Upon execution of this Agreement, either Party may issue a press release regarding the subject matter of this Agreement upon receipt of written approval of that press release from the other party.

**10. Assignment** - The Contract is not assignable without the prior written consent of Leidos. Any attempt by the Buyer to assign any of the rights, duties or obligations of the Contract without such consent shall be null and void.

**11. Notices** - All notices required or permitted under the Contract shall be in writing and shall be deemed to have been given upon personal delivery, upon receipt of delivery service or courier transmittal, or upon facsimile to the party with confirmation of transmission received.

**12. Indemnification** - Buyer and End User each shall assume full and exclusive responsibility for use of the Products after the first to occur of delivery or purchase. Buyer shall indemnify, defend and hold Leidos and its vendors/suppliers harmless from all claims, actions, damages, expenses, liabilities and losses, regardless of the legal theory, including but not limited to breach of contract, warranty, negligence, strict liability, statutory or regulatory liabilities or other tort, including without limitation attorney's fees and court costs, incurred that in any way arise out of or relate to: (a) installation, maintenance, modification or operation of the Products, including without limitation by Buyer or any of its customers or end users; (b) defects or other deficiencies with any component parts, equipment, software or materials produced, manufactured, assembled, distributed, resold or supplied by any person or entity other than Leidos that are incorporated into or used in any way with the Products; (c) any amount in excess of the limit of Leidos' liability to Buyer set forth in Article 14, Limitation of Liability, of the Leidos XPOSE Standard Terms and Conditions that Leidos is required to pay in respect of claims arising out of or relating to the Contract; and/or (d) any transaction Buyer enters into or engages in with any party other than Leidos, including any customers, end users or other parties involving or relating to the Products.

**13. Patent And Copyright Indemnification** - Leidos at its own expense will defend and indemnify Buyer and Buyer's customer against any action brought against Buyer or Buyer's customer to the extent that it is based on a claim that any Leidos Product used within the scope of the contract hereunder willfully infringes a U.S. patent or copyright at the time of entering into the contract, provided Buyer notifies Leidos promptly in writing of the action (and all prior claims relating to such action) and Leidos shall lead the defense and all negotiations for its settlement or compromise. In the event any Leidos Product becomes, or in Leidos' opinion is likely to become, the subject of a claim of infringement of a patent or copyright, Leidos may at its option (1) secure the Buyer's right to continue using the Leidos product; (2) replace or modify it to make it non-infringing; (3) upon return of all infringing Leidos Products, refund to Buyer the price actually paid by Buyer reduced on a straight-line basis over seven (7) years from the date of delivery for the infringing Product, or (4) substitute for the infringing Product another suitable, non-infringing Product. Leidos shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the Product available from Leidos if such infringement would have been avoided by the use of such current unaltered release or (2) use or combination of the Leidos Product with programs or data not supplied

by Leidos. Leidos extends no indemnity whatever against infringement claims against non-U.S. patents, copyrights or other intellectual property.

THE FOREGOING STATES THE ENTIRE LIABILITY OF LEIDOS TO BUYER AND BUYER'S CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS OR PATENTS OF LEIDOS PRODUCTS OR ANY PARTS THEREOF.

**14. Limitation of Liability** - Leidos' total liability to Buyer and all liabilities arising out of or relating to the Contract, from any cause or causes asserted by Buyer/End User or any other third party, and regardless of the legal theory asserted, including but not limited to, breach of contract, warranty, negligence, strict liability, or statutory or regulatory liability, shall not, in the aggregate, exceed the amounts actually paid to Leidos under the Contract, or under the specific delivery order at issue, whichever is less.

In no event shall either party be liable to the other for any special, indirect, incidental, consequential, punitive, exemplary or economic damages (including, but not limited to lost profits and lost business opportunity) arising out of or relating to the Contract, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

Any claim by Buyer/End User relating to the Contract, other than in warranty, must be made in writing and presented to Leidos within one year after the earlier of: (1) the date on which Buyer accepts the deliverable at issue; or (2) the date on which Leidos completes performance of the services specified in the Contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

**15. Taxes (Applicable to goods and services delivered or performed in the U.S.A.)** - The prices set forth herein do not include sales, or use taxes or gross receipts taxes or other applicable state or local government taxes which may be applicable to the goods and/or services delivered hereunder. Unless Leidos receives a sales tax certificate which exempts the goods and/or services from such taxes, Leidos shall invoice and Buyer shall reimburse Leidos for the tax in addition to the stated prices set forth herein.

**16. Taxes and Duties (Applicable to goods and services delivered or performed outside the U.S.A.)**

A. The Contract price, including the prices in any subcontracts, does not include any taxes, including VAT, GST, withholding taxes, duties, assessments, liens, or similar charges levied upon Leidos by an entity other than the U.S. government or a political subdivision thereof (hereinafter "Foreign Taxes"), which could be incurred by Leidos as a result of the Contract. If Leidos, its subcontractors, or their respective employees are required to pay any Foreign Taxes, or any penalties and/or interest assessed with respect to Foreign Taxes (hereinafter "Foreign Penalties") the Contract price shall be correspondingly increased to reimburse Leidos for the full amount of Foreign Taxes or Foreign Penalties. If Leidos, its subcontractors, or their respective employees are

required to file a return or report with respect to any Foreign Taxes, the Contract price shall be correspondingly increased to reimburse Leidos for the full cost to prepare and file any such return or report (“Foreign Return Charges”). If no further payments are due to Leidos under the Contract, Buyer shall reimburse Leidos for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from Leidos.

B. If Leidos is required to collect VAT or similar sales or use taxes, Leidos will charge Buyer such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If Leidos is not registered to collect VAT or similar taxes, Buyer will pay such amounts directly to the taxing authority.

C. If after the effective date of the Contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or any new foreign taxes or assessments are levied, or if the methods of administering or the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or changes result in an increased potential tax liability of Leidos, its subcontractors or their respective employees financial responsibility hereunder, the Contract price shall be correspondingly increased.

## **17. Import/Export Regulations**

A. (Applicable for sales to Buyers and/or shipments outside the United States) Buyer agrees that Leidos’ performance under the Contract is subject to all of the required and continuing United States (U.S.) Government approvals, clearances, regulations, and export licenses. In the event Leidos is unable to obtain or maintain any required approvals, clearances and/or export or import licenses, Leidos shall be excused from its obligation to provide those goods or services set forth in the Contract for which such approvals, clearances and/or export or import licenses are required.

Commodities will be exported in accordance with U.S. export regulations, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations, the regulations promulgated by the U.S. Department of Treasury and all other applicable U.S. laws and regulations (collectively, the “export regulations”). Diversion contrary to U.S. law is prohibited. The commodities may not be resold, transferred, transshipped or re-exported without prior authorization by the U.S. Government.

B. (Applicable to U.S. Buyers who intend to export shipments outside the U.S.) Leidos’ hardware, software, and technical data, as defined by the U.S. Government are subject to the U.S. export regulations. Direct or indirect exportation/transfer contrary to U.S. law is prohibited. Buyer assumes all responsibility for securing commodity classifications, export licenses, shipment, and record keeping in accordance with applicable export regulations of the U.S. Government.

C. Resales and Re-Export of Products. Buyer acknowledges that: a) any commodities and/or technical data consisting of or contained in Products provided subject to these

terms are of U.S. and subject to the U.S. export regulations; b) that all sales of Products hereunder are routed transactions within the meaning of the U.S. export regulations; and c) that any export or re-export thereof must be in compliance with the U.S. export regulations. Buyer agrees that it shall not export or re-export, directly or indirectly any commodities and/or technical data (or direct products thereof) ordered subject to these terms in any form to (i) destinations in Country Group E:2, as specified in Supplement No. 1 to Part 740 of the EAR as modified from time to time by the U.S. Bureau of Industry and Security, (ii) destinations that are otherwise controlled or embargoed under U.S. export regulations or (iii) entities or individuals which are listed on prohibited lists such as the Table of Denial orders maintained pursuant to such laws or regulations.

## **18. Termination or Cancellation**

A. **Termination:** Either party may only assert that the Contract is terminated for default pursuant to a material breach by the other party. In all such cases, the breaching party shall be afforded a reasonable period of time to remedy such material breach, but in any event not less than 30 days from the date that the breaching party receives a written cure notice from the asserting party specifying the nature of the breaching party's failure to comply with a material provision of the Contract.

B. **Cancellation:** Cancellation of the Contract or any part thereof shall result in a restocking fee to be charged to Buyer equal to 30% of the full purchase price of the cancelled items. Cancellation will be honored only within thirty (30) calendar days from Contract placement. Leidos will submit an invoice for the restocking fees and Buyer shall remit payment for such restocking fees within 30 days after receipt of invoice. Credits due Buyer for prior amounts paid against cancelled items shall be applied to future payments due by Buyer, or reimbursed by Leidos within thirty (30) days of receipt of Buyer's invoice or credit notice, if no future payments are due.

## **19. Warranties**

A. **The Products:** The Products are provided with a return to factory warranty against defects in materials and workmanship. The warranty term for Products is two ((2) years from the date the Products are placed at the disposal of the Buyer at the named place of delivery. Repairs of defects will be performed by Leidos at no charge to the Buyer, subject to the limitations herein. To request warranty service, the Buyer must call Leidos' service coordinator for a return material authorization number. Buyer shall ship any defective parts in accordance with Leidos' return instructions together with any required documentation including details of the problems or failure, freight prepaid, to Leidos' repair facility. Upon receipt at Leidos' repair facility, Leidos shall be responsible for the costs and risk of loss of returning the repaired or replaced equipment to the Buyer. Leidos will retain and own all parts removed from the repaired equipment.

B. **Service and Repairs (if applicable):** Leidos warrants service and repairs (hereinafter "Services") against defects in materials and workmanship for a period of 90 days after the date of service or repair. Leidos warrants that the Services provided under

this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Buyer has delivered to Leidos timely notice of such breach as hereinafter required, Leidos shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Services to conform to this standard; or (2) refund to Buyer that portion of the Price received by Leidos attributable to the non-conforming Services. No warranty claim shall be effective unless Buyer has delivered to Leidos written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

C. **Leidos Software Warranty:** Leidos warrants only that the Software will for a period of one (1) year from the date of delivery (the “Software Warranty Period”) conform to the software documentation provided by Leidos (the “Software Warranty”). If it is determined that, during the Software Warranty Period, the Software does not operate according to the documentation, Leidos’ only responsibility will be to provide one or more of the following forms of software support, the choice of form being at Leidos’ sole discretion: (i) to use commercially reasonable efforts to rectify any non-conformance with the Software Warranty in respect of Software that is returned at Buyer’s expense to Leidos for repair, or (ii) to provide assistance by way of telephone or e-mail consultation (the “Software Support”). Leidos does not warrant or guarantee that the Software is free of viruses, significant bugs, programming errors, or other harmful components.

D. **Third-Party Equipment, Software and Documentation (“third-party materials”):** Warranties for third party materials are warranted by the original equipment manufacturer(s) and such warranties shall pass through to the Buyer as extended to Leidos. To request warranty service for third-party materials, the Buyer shall notify Leidos of the defect with the material and the fault which caused the defect in order to receive a return authorization. Leidos, in support of the manufacturer’s warranty, shall coordinate any such warranty returns, their repair, and return of goods to the Buyer. The Buyer shall ship any defective parts, freight prepaid, to Leidos after receiving an Leidos return authorization. The repair or replacement of goods under warranty is subject to the manufacturer’s warranty and the limitations of paragraph (E) below.

E. The warranties listed above are valid only if the Buyer uses the items properly, within the operating specifications and instructions supplied by Leidos and only makes maintenance adjustments within the tolerances listed in the maintenance or operating manuals provided. Any and all warranties will be void and will not apply to failures or damage to hardware caused by sources outside the goods furnished hereunder including, but not limited to, events such as: misuse whether by fault, negligence, or otherwise, damage from peripheral power sources or equipment not delivered with the original system, conditions resulting from improper use of the equipment or operation of equipment outside the specified environmental conditions, conditions resulting from any modifications or repairs to the equipment other than made by Leidos or Leidos’ vendor, acts of God, war, riots, insurrections, or Force Majeure events. Leidos shall not be liable

for loss of profit, indirect, consequential, or special damages arising from any breach of warranty.

F. Any trouble calls or other costs incurred by Leidos for repair of an item returned with “no trouble found” or which has a voided warranty shall be billed to the Buyer at the current service parts and labor rates, portal to portal, with the explanation of said misuse, abuse, or damage. Likewise, calls required because of operational errors, maladjustment’s, broken or disconnected cables, or other failures created and caused outside the direct control of Leidos or Buyers maintenance personnel not following the maintenance guidelines provided shall be billed as described in this paragraph.

G. THE EXPRESS WARRANTIES AND REMEDIES IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY LEIDOS. LEIDOS SPECIFICALLY DISCLAIMS AND BUYER WAIVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES.

**20. Modifications, Complete Agreement** - No modifications of these Terms and Condition shall be effective unless in writing and signed by authorized representatives of the parties. The Contract constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract.

Leidos’ proposal and these Terms and Conditions shall be included in the Contract by reference.

## **21. Applicable Law and Disputes**

A. The Contract shall be interpreted, construed and governed by, and the relations between the parties determined by the laws in force in the State of California, United States of America.

B. Should any disputes or differences of any kind arise between the Buyer and Leidos, in connection with or arising out of the Contract, or the performance hereunder, these will be settled by mutual agreement, which after having been written and signed by both parties, will become final and binding upon both Parties.

C. If no binding agreement can be reached, then the Buyer and Leidos will have the right to proceed to resolve the dispute through arbitration as follows: (1) For Buyers within the United States, arbitration shall be conducted according to the Rules of the American Arbitration Association (“AAA”) before one or more arbitrator(s) appointed in accordance

with such rules; (2) For Buyers outside the United States, arbitration shall be conducted under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s) appointed in accordance with such rules. The Arbitrator's decision will be final, binding and irrevocable upon both the Buyer and Leidos and not subject to any direct or indirect legal means. Arbitration shall take place in San Diego, California, United States of America.

D. The judgment rendered by the Arbitrator upon the award may be entered in any court having jurisdiction for the purposes of obtaining an order of enforcement or judicial acceptance of the award, as the case may be. Buyer and Leidos hereby waive any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

E. The Arbitrator's award may include compensatory damages against either party, but under no circumstances will the Arbitrator be authorized to nor shall he or she award consequential, special, punitive or multiple damages against either party.

**22. Severability** - If any provision of the Contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**23. Order of Precedence** - In the event of a conflict arising between the documents constituting a formal offer or quotation, the following descending order of precedence shall be given: (a) the formal quotation to which these terms are attached; (b) these terms and conditions; (c) the Statement of Work or specification referenced or attached hereto; (d) any other attachments.

**24. Right of Approval** - Acceptance of any order stemming from this quotation is contingent on disclosure by the Buyer of all parties to the transaction, including the Buyer, intermediaries and end users who will bear interest, title or operational authority over the equipment at every stage. Such additional parties shall be subject to due diligence and approval by Leidos, at its sole discretion.

**25. Survival** - The provisions of paragraphs 5, 7, 8, 12, 13, 14, 15, 17, 19, and 21 above shall survive termination, cancellation or expiration of the Contract.

## XPOSE PRODUCT DESCRIPTIONS AND PRICING

### – SIN 334519

PRODUCT NAME	PRODUCT DESCRIPTION	PRICE
Xpose XP-8	Portable Xray Imager, 8"x14" image area, Ship Set	\$29,288
Xpose XP-8M	Portable Xray Mosaic Kit, (4) 8"x14" CR imaging plates	\$5,032
Xpose XP-8S1	Portable Xray System, 8"x14" image area, Ship Set. Includes Golden XR-150 x-ray source and Panasonic Toughbook CF-33 computer	\$37,710
Xpose XP-8S2	Portable Xray System, 8"x14" image area, Ship Set. Includes Golden XR-200 x-ray source and Panasonic Toughbook CF-33 computer	\$37,762
Xpose XP-8S3	Portable Xray System, 8"x14" image area, Ship Set. Includes Golden XRS-3 x-ray source and Panasonic Toughbook CF-33 computer	\$39,486
Xpose Contraband Detector	Handheld miniature density meter ship set includes density meter, holster, calibration block, wrist strap, ear piece, Xpose Tools software and operator manual CD.	\$6,350