

reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

- 1502: \_\_\_\_\_
- 1503: \_\_\_\_\_
- 1504: \_\_\_\_\_
- 1505: \_\_\_\_\_
- 1497: \_\_\_\_\_

**1.9 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.  
"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
  - (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
    - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
    - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
  - (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
  - (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
  - (d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
  - (e) Treatment of Certain Rights.
    - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
      - (i) Warrants;
      - (ii) Options;
      - (iii) Contracts to acquire stock;
      - (iv) Convertible debt instruments;
      - (v) Others similar interests.
    - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
  - (f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**J. LIST OF ATTACHMENTS**

**None**

**K Representations, Certifications and Other Statements of Offerors**

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.
  - (2) The small business size standard is 750.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
    - (i) Paragraph (d) applies.
    - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
  - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
  - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
  - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United

- States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
  - (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
  - (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
    - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
    - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
  - (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
  - (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
  - (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
  - (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
  - (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
  - (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
  - (xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II)

This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
  - (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification.
  - (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
    - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
    - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:  
 [Contracting Officer check as appropriate.]
- <FILL> (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
  - <FILL> (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
  - <FILL> (iii) 52.219-22, Small Disadvantaged Business Status.
    - <FILL> (A) Basic.
    - <FILL> (B) Alternate I.
  - <FILL> (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - <FILL> (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - <FILL> (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.
  - <FILL> (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - <FILL> (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
  - <FILL> (ix) 52.227-6, Royalty Information.
    - <FILL> (A) Basic.

<FILL> (B) Alternate I.

<FILL> (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
<hr/>			
<hr/>			
<hr/>			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO P00001	3. EFF. DATE 1/11/2010	4. REQUISITION/PURCHASE REQ NO 0020052544	5. PROJECT NO (If applicable)	
6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229	CODE 70050800	7. ADMINISTERED BY (If other than Item 6) CODE DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) AMERICAN SCIENCE & ENGINEERING INC  829 MIDDLESEX TPKE  BILLERICA MA 01821-3907 CODE 001767763 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1010C02325 /  10B. DATED (SEE ITEM 13) 10/09/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to issuing office.	

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

This contract is hereby modified as follows:

- Best and Final Pricing for Base Year(FY-10), Option Year I (FY-10) and Option Year II (FY-11) Section B.2 Schedule & Pricing Spreadsheet (attached)
- COTR appointment (b) (6) Section G.1
- Updated delivery locations and date Section F.4.2
- Training changed to a 10-day Format Section 5.
- Cancel Train the Trainer option in its entirety from CLIN 0010
- Stationary Scan Option and Rad Nuc Detection (RTD) option will be eliminated from CLIN(s) 190 and 200
- (b) (4)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas J. Chouinard Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  (b) (6)	16B. DATE SIGNED  (b) (6)	16C. DATE SIGNED  1/11/10
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 1/11/2010	4. REQUISITION/PURCHASE REQ. NO. 0020052544	PAGE OF 2	PAGES 2

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

- 8. To clarify F.2 Term of the Contract (see language below)
- 9. CLIN break down attached and now incorporated into the contract.

Total value of the contract has not changed, all other terms and conditions remain unchanged.



F.2 Term of Contract

Change from:

- Base Period - Date of Award - September 30, 2009
- Option Year 1 – October 1, 2009 -- September 30, 2010
- Option Year 2 – October 1, 2010 – September 30, 2011

To:

- Base Year – October 9, 2009 – September 30, 2010
- Option Year I – October 1, 2010 - September 30, 2011

Pricing Table – October 1, 2009 – September 30, 2010

CLIN	DESCRIPTION	Base Year prices October 1, 2009 – September 30, 2010		
		1 to 10	11 to 20	21 to 60
00010	Low Energy Mobile Imaging System*	<b>(b)</b>	<b>(4)</b>	
00020	Gamma/Neutron Detection			
00030	Stationary Mode			
00040	Warranty (1 <sup>st</sup> Year)			
00050	Warranty (2 <sup>nd</sup> Year)			
00060	Training Development			
00070	Operator Course Presentation (per course)			
00080	Training the Trainer Development			
00090	Training the Trainer Presentation			
00100	Technical Manuals			
00110	Maintenance & Technical Data Documentation			
00120	Shipping (per system)			

\*Includes ZBV, harsh environment, fog lights, window tinting and audible proximity alarm per HSBP1009R2595

Pricing Table - October 1, 2010 - September 30, 2011

CLIN	DESCRIPTION	Option Year I prices October 1, 2010 - September 30, 2011		
		1 to 10	11 to 20	21 to 60
00010	Low Energy Mobile Imaging System*	<b>(b) (4)</b>		
00020	Gamma/Neutron Detection			
00030	Stationary Mode			
00040	Warranty (1 <sup>st</sup> Year)			
00050	Warranty (2 <sup>nd</sup> Year)			
00060	Training Development			
00070	Operator Course Presentation (per course)			
00080	Training the Trainer Development			
00090	Training the Trainer Presentation			
00100	Technical Manuals			
00110	Maintenance & Technical Data Documentation			
00120	Shipping (per system)			

\*Includes ZBV, harsh environment, fog lights, window tinting and audible proximity alarm per HSBP1009R2595

	Base*	Stationary Scan	RTD	Shipping	Operator Training	Additional Training	Training Documentation/Supplies	Training Development	TTT	Warranty Year 2	TOTAL
CLIN 0010	<b>(b) (4)</b>										
CLIN 0020											
CLIN 0030											
CLIN 0040											
CLIN 0050											
CLIN 0060											
CLIN 0070											
CLIN 0080											
CLIN 0090											
CLIN 0100											
CLIN 0110											
CLIN 0120											
CLIN 0130											
CLIN 0140											
CLIN 0150											
CLIN 0160											
CLIN 0170											
CLIN 0180											
CLIN 0190											
CLIN 0200											
CLIN 0210											
CLIN 0220											
CLIN 0230											
CLIN 0240											
CLIN 0250											
CLIN 0260											
CLIN 0270											

\*NOTE: Base price includes Harsh Environment, fog lights, window tinting, and back up audible alarm

\*\* NOTE: Training Documentation and Supplies "All printed materials" excludes computers.

\*\*\* NOTE (b) (4)

LE-MIS Contract modifications

1) Delivery Locations and dates are as follows:

Maynaguez, PR  
 Kingsville, TX (OBP)  
 Brownsville, TX (OBP)  
 Tecate,  
 Sonoita, AZ  
 Ajo, AZ  
 Naco, AZ  
 Hebbbronville, TX  
 Lukeville, AZ.  
 Calexico East, CA.  
 Eagle Pass, TX  
 San Luis, AZ  
 Douglas, AZ  
 Del Rio, TX  
 Brownsville, TX  
 Roma, TX  
 Progreso, TX  
 JFK, NY  
 Rio Grand City, TX  
 Sault St Marie, MI  
 Buffalo, NY  
 Point Roberts, WA  
 LAX, CA  
 Port Huron, MI



Training:

2) At the direction of OTD the training requirement is changed to a 10 day format. The new schedule shall be:

ZBV Training Schedule  
 (12 students in 10 days)

		Mon	Tue	Wed	Thu	Fri
Week 1	Morning	Radiation Safety	Classroom Presentation & Image Analysis	Classroom Presentation & Image Analysis	Image Analysis	Hands-on 4 students (1)
	Afternoon				Supervisor Admin Training	
Week 2		Hands-on 4 students (1)	Hands-on 4 students (2)	Hands-on 4 students (2)	Hands-on 4 students (3)	Hands-on 4 students (3)

2. AMENDMENT/MODIFICATION NO. P00002	3. EFF. DATE 4/20/2010	4. REQUISITION/PURCHASE REQ. NO. 0020052544	5. PROJECT NO. (If applicable)
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6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229	7. ADMINISTERED BY (If other than Item 6) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) AMERICAN SCIENCE & ENGINEERING INC  829 MIDDLESEX TPKE  BILLERICA MA 01821-3907  CODE 001767763 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1010C02325 /  10B. DATED (SEE ITEM 13) 10/09/2009
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

This delivery order is hereby modified as follows:

a. CBP has an on going requirement to inspect cargo containers for illegal contraband including narcotics and terrorist weapons. To facilitate the movement of cargo and conveyances through these various environments a mobile low energy non-intrusive inspection system is desired. These Nineteen (19) Low Energy Mobile Imaging Systems (LE-MIS) will be purchased with FY 10 Appropriations. The units will be acquired off CBP contract HSBP1010C02325 which was competitively awarded on October 9, 2010. The contract includes a provision to acquire 60 units under the current base year and the one option year.

The total number of units purchase is hereby increased by 19 from 24 to 43.

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)	<b>(b) (6)</b>	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED 4/22/10
		(Signature of person authorized to sign)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>	1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. P00002	3. EFF. DATE 4/20/2010	4. REQUISITION/PURCHASE REQ. NO. 0020052544	PAGE OF	PAGES 2   2
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The systems will be configured in accordance with CLIN 00010 and shipped as per CLIN 00120 of the contract. In addition, a one year warranty (CLIN 00050) and one operator training class presentation (CLIN 00070) will be included with each unit.

The units are planned for the following locations:

- El Paso, TX (1 unit)
- El Paso, TX (1 unit)
- El Paso, TX (1 unit)
- Eagle Pass, TX (1 unit)
- Rio, TX (1 unit)
- Carrizo Springs, TX (1 unit)
- Uvalde, TX (1 unit)
- Comstock, TX (1 unit)
- Wellton, TX (1 unit)
- Blythe, CA (1 unit)
- Blythe, CA (1 unit)
- Brown Field, CA (1 unit)
- Campo, CA (1 unit)
- Alpine, TX (1 unit)
- Alpine, TX (1 unit)
- Marfa, TX (1 unit)
- Indio, CA (1 unit)
- Indio, CA (1 unit)
- Champlain, NY (1 unit)

2. The total value of this contract is increased by \$13,863,844.00 from \$19,335,950.00 to \$33,199,794.00.

3. All other terms and conditions apply