AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	11/09/2007	0020020365	

6. ISSUED BY CODE 7014	7. ADMINISTERED BY (If other than Item 6) CODE
Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229	Dept of Homeland Security Customs and Border Protection Office of Procurement - NP 1310 1300 Pennsylvania Ave. NW Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
THE BOEING COMPANY 1215 SOUTH CLARK STREET, SUITE 600 ARLINGTON VA 22202-3259		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1006D01353 /
CODE 135025133 FACILITY CODE		10B. DATED (SEE ITEM 13) 09/18/2006

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. Mutual Agreement Between Parties
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not [X] is required to sign this document and return 1 copies to issuing office.

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

The purpose of this modification P00002 is to clarify and definitize the terms and conditions of this contract as noted.

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)
(b) (6) Contracts Management	Mark Weinstein Contracting Officer
(b) (6)	(b) (6)
15C. DATE SIGNED 11/8/07	16C. DATE SIGNED 11/8/07

(REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this Modification No. P00002 is to add the following clauses to Contract No. HSBP1006D01353

A. Standard Form 33, Block 15 , The name and address of the contractor are hereby changed tot to reflect the move of the Boeing SBInet Program from Huntington Beach, CA to Arlington, VA are as follows:

FROM	CHANGE TO
Block 15A NAME AND ADDRESS OF CONTRACTOR The Boeing Company 5310 Bolsa Ave. Huntington Beach, CA 92647-2099 CODE 135025133	Block 15A NAME AND ADDRESS OF CONTRACTOR The Boeing Company 1215 S. Clark Street, Suite 600 Arlington, VA 22202-3259 CODE 910425694

B. Clause F.8, PLACE OF PERFORMANCE – GOVERNMENT AND CONTRACTOR SITE (MAR 2003) , Change the name of the Contractor Facility as follows:

DELETE:

The Boeing Company
5301 Bolsa Avenue
Huntington Beach, CA 92647-2099

ADD:

The Boeing Company
1215 S. Clark Street , Suite 600
Arlington VA 22202-3259

C. Replace Clause H.7, KEY PERSONNEL OR FACILITIES, with the following new Clause H. 7, entitled SPECIAL SBI NET KEY PERSONNEL OR FACILITIES.

H.7 SPECIAL SBI NET KEY PERSONNEL OR FACILITIES

(a) Certain personnel or facilities may be considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change of nth is contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

(c) In addition, for each project executed under this contract, the Contractor shall ensure that a Project Manager and Lead Engineer, who have programmatic and technical accountability, respectively, for the execution of said Project will be assigned. It is the intent of the Contractor that the Project Manager and Lead Engineer will remain assigned to that project through the period of performance of the project. Any other key positions that will be assigned under this contract (e.g Program Manager, Deputy Program Manager, Chief Engineer or any other positions at Program Management Level) that will also have programmatic and technical accountability for the execution of said Project will be managed during subsequent Performance Management Reviews under this Project.

D. Clause H.20 SECURITY PROCEDURES, Letter C is hereby modified as follows so the language correlates to the revised Boeing DD 254:

C. Security Background Data

(i) A Contractor employee possessing an active final Secret or Top Secret Clearance may have immediate access to unclassified FOUO and FOUO/LES information. The Contractor employee will submit appropriate paperwork for Suitability background investigation within ten (10) days of starting work on the Program. A Contractor employee who does not possess an active and final Secret or Top Secret Clearance shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared. Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status. The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. CBP will formally notify a Contractor employee, via the Contractor, in writing of their failure to pass the background investigation and the cause for the denial. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement. Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared personnel is grounds for termination of the contract,

unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements. Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

(ii) The Contractor may provide, at their own cost, documentation of state, local, and federal criminal records checks and financial background checks during the last seven (7) years as well as provide a complete BI packet, Non-Disclosure Agreement and Joint Personnel Access System (JPAS) (if applicable) (i.e. the applicant has a complete SSBI within the last 5 years and there is not more than a 2 year break). The BI packets shall be forwarded to the SBI Security Manager to be logged in and processed in accordance with (IAW) established policies and procedures. An approved SBInet COTR will review and sign each packet and determine if there is an operational need for the person to begin supporting the SBInet Program. If the COTR determines there is an operational need for the person to begin supporting the SBInet Program, the contractor shall commence working in support of the SBInet Program under the following guidelines:

a. The Contractor shall not have access to Law Enforcement Sensitive information

b. The Contractor shall not be issued a pass for government facilities.

c. The Contractor may attend meetings supporting the SBI Net Program provided they follow CBP rules and procedures.

d. The Contractor shall not have access to CBP information systems. However, the Contractor may have access to FOUO information based on operational need relating to the SBInet Program and may use contractor facilities and information systems to accomplish their work.

(iii) As a parallel process, JPAS (if applicable) and the BI process will be ongoing. Following are the key milestones in that process:

a. When an individual contractor employee successfully completes their initial BI process they will be allowed access to CBP LANs, printers, email, CBP intranet and certain administrative systems. Under

specific situations, IAW a recent letter signed by the Acting Assistant Commissioner, Office of Information and Technology, with the consent of the Government ,access to certain administrative systems and shared drives is available to personnel who have successfully completed the initial BI checks as part of the BI process and who also possess written approval of the Government/COTR.

b. Contractor Employee Personnel with an initial BI are authorized access to FOUO.

c. When a Contractor employee successfully completes their full BI, they shall have access to CBP shared drives, SharePoint and shall have access to Law Enforcement Sensitive (LES) data.

E. Add Clause H.34, HSAR 3052- 219-70, Small Business Subcontracting Reporting as follows:

SMALL BUSINESS SUBCONTRACTING PLAN REPORTING
(JUN 2006)

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov .

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.2 19-9.

(End of clause)

F. Add Clause H.35, Special Clause for Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions, to Supplement FAR 52.215-18, Reversion Or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions, as set forth in Clause I.33 as per Letter G of this Modification:

H. 35 SPECIAL CLAUSE FOR REVERSION OF ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

(a) This clause should be used in concert with Contract Clause I.33. FAR 52.215-18, Reversion of Adjustment of Plans For Postretirement Benefits (PRB) Other Than Pensions.

(b) In accordance with Paragraph (b) of FAR 52.215-18 , the method of recovery is as follows, Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, recover y of the Government's equitable share will be subject to FAR 52.233-1, Disputes clause.

G. Add and Delete the following FAR clauses in Section I of the Contract

ADD:

52.225-6 Trade Agreement Certificates

52.225-9 Buy American Act – Construction Materials

52.225-11 Buy American Act – Construction Materials under Trade Agreements

52.227-16 Additional Data Requirements

52.232-16 Progress Payments

52.236-14 Availability and Use of Utility Services (FP Construction contracts)

52.236-16 Quantity Surveys

52.236-22 Design Within Funding Limitations

52.236-23 Responsibility of the Architect-Engineer Contractor

52.236-25 Requirements for Registration of Designers

52.248-2 Value Engineering Program—Architect-Engineer

DELETE:

52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act

H. Incorporate Clause I.33, FAR 52.215-18, Reversion of Adjustment of Plans for Postretirement Benefits, into the contract in full text as follows (Please refer to Letter F above)

I 33 FAR 52.215-18 REVERSION OF ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

Note: Paragraph (b) of this clause should be used in concert with Contract Clause H.35.

I. Add new Attachment 4, DD 254 and Remove the Attachment 4, DD 254 that is currently set forth in the Contract.