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)
P00001	11-9-06	0020024788	

6. ISSUED BY CODE 7014
Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave NW
NP 1310
Washington DC 20229

7. ADMINISTERED BY (If other than Item 6) CODE
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)
THE BOEING COMPANY
5301 BOLSA AVE.
HUNTINGTON BEACH CA 92647-2099
CODE 135025133 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1006D01353 / HSBP1006J13313

10B. DATED (SEE ITEM 13) 09/21/2006

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)
See Attached

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 [X] 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.)

The purpose of this modification to task order HSBP1006J13313 is to: 1) incorporate the Designation of Contracting Officer's Technical Representative (COTR) letter and the Secure Border Initiative Network (SBInet) SAFETY ACT Protections letter; and 2) the delivery date on page 2 under DELIVERY SCHEDULE is hereby changed to 21 July 2007.

Except as stated herein, all other terms and conditions in task order HSBP1006J13313 remain in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Deborah L. Smith Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. BY (b) (6) [redacted]	16C. DATE SIGNED 11-9-06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Under Secretary for Science and Technology
U.S. Department of Homeland Security
Washington, DC 20528

Homeland Security

September 21, 2006

(b) (6) [redacted]
The BOEING Company
5301 Bolsa Avenue
Huntington Beach, California 92647

Re: Secure Border Initiative Network (SBI*net*) SAFETY Act Protections

Dear (b) (6) [redacted]

Pursuant to the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441–444 (the "SAFETY Act"), and the regulations implementing the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 C.F.R. Part 25, 71 Fed. Reg. 33147, 33159 (June 8, 2006) (the Regulation), the Secretary of Homeland Security has delegated his responsibilities, powers, and functions under the SAFETY Act to the Under Secretary for Science and Technology of the Department.

The SAFETY Act and the Final Rule afford the Under Secretary discretion in considering technologies for SAFETY Act protections. Part of that discretion includes giving effect, under criterion viii of the Section 25.4 of Final Rule, to past determinations made by Federal officials that Technology is appropriate for the purpose of preventing, detecting, identifying, or deterring acts of terrorism or limiting the harm such acts might cause. Taking note of the technical evaluation by the Source Selection Evaluation Panel for the *SBInet* procurement and my own review of the underlying technologies, I will designate the Technologies awarded under the first two task orders of the SBI*net* contract (Contract No. HSBP1006D01353) to be a Qualified Anti-Terrorism Technology.

The full description of the technology encompassed by this Designation and the additional terms and conditions will be further delineated in a Certificate of Designation that will be issued following our expedited review of the final contract documents and the completion of a streamlined application.

Any questions regarding this Designation should be directed to the SAFETY Act Help Desk by e-mail at helpdesk@safetyact.gov or by phone at 1-866-788-9318.

Sincerely,

(b) (6) [redacted]
Under Secretary for Science and Technology

U.S. Department of Homeland Security
Washington, DC 20536

U.S. Customs and
Border Protection

Date: September 26, 2006

To: (b) (6) [redacted]

From: Deborah L. Smith (b) (6) [redacted]

Subject: Designation of Contracting Officer's Technical Representative (COTR) In support of Task Order HSBP1006J13313

In accordance with the procurement policies and procedures contained in the Department of Homeland Security Acquisition Manual (HSAM), a Contracting Officer's Technical Representative (COTR) shall be designated to monitor contract performance and other contract administration duties associated with the award of a formal contract.

You are hereby designated as the COTR in connection with the technical phases of subject contract. Listed below are the designated areas of responsibility.

A. DESIGNATION OF COTR

This designation sets forth in detail the full extent of the COTR's authority and limitations therein. The designation does not change or supersede the established line of authority and/or responsibility of any organization. Changes in the designation COTR will be made by modification to the contract and letter designation as the need arises. This designation appointment COTR applies to the subject contract only, and shall terminate on completion of the contract, unless sooner terminated in writing by the Contracting Officer or his/her successor, or by reason of your reassignment.

B. SCOPE AND SPECIFIC RESPONSIBILITIES

This designation is specifically limited to the responsibilities and authority contained herein and does not serve to confer authority to grant deviation from contract provisions. Extreme care should be taken by the COTR in the preparation of instructions to the Contractor to insure that subject matter does not alter the terms and conditions of the contract.

Your specific duties include the following:

1. Monitoring the vendor's performance of the technical requirements to assure that performance is strictly within the scope of the contract;

2. Coordinating with the Contracting Officer and the Program Office on actions relating to funding and changes in the scope of work;

3. Referring to the Contracting Officer those matters, other than purely technical problems, which may effect the performance of the contract;

4. Confirming all significant technical instructions to the Contractor;

5. Assuring that all changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the Contractor proceeds with the changes;

6. Assuring prompt review of draft reports and providing approval to the Contractor so that the distribution of the reports can be within the specified completion date of the contract, and assuring that adequate records of the inspection and testing period are kept so that acceptance can be made and the contractor paid. Acceptance shall be made by the COTR or designated representative(s); rejections, if necessary will be made by the Contracting Officer;

7. Reviewing the vendor invoices to ensure that they reflect accurately the work completed in accordance with the requirements of the contract and certifying acceptance;

8. Informing the Contracting Officer when a Contractor is known to be behind schedule, with the therefore, and coordinating with the Contracting Officer to determine necessary corrective action to restore that contract schedule;

9. Furnishing to the Contracting Officer a copy of Government/Contractor conference reports and correspondence, and coordinating with the Contracting Officer the content of any contractually significant correspondence addressed to the Contractor in order to prevent possible misunderstanding or the creation of a condition that may be made by the basis of a later claim. All correspondence addressed to the Contractor will be signed by the Contracting Officer;

10. Requesting the Contracting Officer to authorize Government-furnished property and, when requested by the Contracting Officer, furnishing disposition advice on Government-furnished property or contractor acquired property;

11. Maintaining a contract working file;

12. Furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion;

13. Reporting to the Contracting Officer and Legal Counsel suspected procurement frauds, bribery, conflicts of interest and/or any other improper conduct;

14. Reviewing and submitting recommendations to the Contracting Officer on subcontracts with respect to their relationship with the prime contract;

15. Forwarding to the Contracting Officer, the Contractor's requests for public release of information regarding work being performed under the contract;

16. Notifying the Contracting Officer of inventions by the Contractor during the performance of the contract;

17. Furnishing the Contracting Officer a formal request for termination, when required; and

18. Evaluating the Contractor's request for travel.

C. EXCLUSIONS FROM COTR RESPONSIBILITES

The COTR is expressly excluded from performing or being responsible for the following:

1. Modifying the stated terms and conditions as set forth in the contract;
2. Approving items of cost not specifically authorized by the contract;
3. Issuing instructions to contractors to start and/or stop work;
4. Directing changes;
5. Executing supplemental agreements;
6. Rendering a decision on any dispute on any question of fact under the Disputes provision of the contract;
7. Taking any action with respect to termination, except notifying the Contracting Officer;
8. Authorizing the delivery or disposition of Government-furnished property not specifically authorized by the contract;
9. Giving guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope of terms of the contract; and
10. Discussing procurement plans and/or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for competitive procurement.

Violation of the foregoing may give the appearance that the Government is not acting in good faith. Commitments made to Contractors by other than the duly appointed Contracting Officer(s) can result in formal protests by other companies, embarrassment to the Department and Agency involved, criticism by the General Accounting Office and possible monetary loss to the individual and firm involved.

Acknowledgement: Designation of Contracting Officer's Technical Representative (COTR)
In support of Task Order HSBP1006J13313 under Contract HSBP1006D01353

Signature: (b) (6) [redacted]

Name: (b) (6) [redacted]

Title: DEPUTY, PROJECTS DIVISION

Date: 27 SEPT 2006

The COTR shall retain one copy of this letter, and shall return one copy to the Contracting Officer within 10 days of receipt, for placement in the contract file.