

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE HSBP1208F21948	PAGE OF 1	PAGES 3
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2. AMENDMENT/MODIFICATION NO. P00006	3. EFF. DATE 01/12/2009	4. REQUISITION/PURCHASE REQ. NO. 0020040978	5. PROJECT NO. (If applicable)
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6. ISSUED BY Dept of Homeland Security Customs and Border Protection SBI Acquisition Office Room 7.2A-B 1300 Pennsylvania Ave. NW Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection SBI Acquisition Office Room 7.2A-B 1300 Pennsylvania Ave. NW Washington DC 20229	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CAPGEMINI GOVERNMENT SOLUTIONS LLC 2250 CORPORATE PARK DR SUITE 410 HERNDON VA 20171-2899	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208F21948
	10B. DATED (SEE ITEM 13) 07/25/2008

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.

<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.
<input type="checkbox"/>	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3, Changes -- Time-and-Materials or Labor-Hours (Sept 1999)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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 is to (A) extend the period of performance of the task order; (B) add funding to the task order to fund the aforementioned extension; and (C) designate a replacement Contracting Officer's Technical Representative (COTR) for the task order.

A. The period of performance is hereby extended by two weeks. The period of performance is therefore changed as follows:

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) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M.L. McDaniel Contracting Officer
15C. DATE SIGNED (b) (6) 1/9/09 (Signature of person authorized to sign)	16C. DATE SIGNED (b) (6) 01/09/09 (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE HSBP1208F21948	
2. AMENDMENT/MODIFICATION NO. P00006	3. EFF. DATE 01/12/2009	4. REQUISITION/PURCHASE REQ. NO. 0020040978	PAGE OF 2	PAGES 3

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

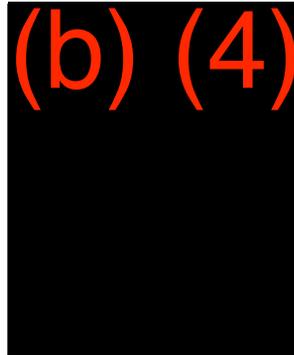
Previous Period of Performance:
July 26, 2008 through January 11, 2009

Revised Period of Performance:
July 26, 2008 through January 25, 2009.

B. A total of \$33,485.44 in additional funding is hereby added to the task order through the creation of two new Contract Line Item Numbers (CLINs). The CLINs of the task order are therefore changed as follows:

Previous CLINs

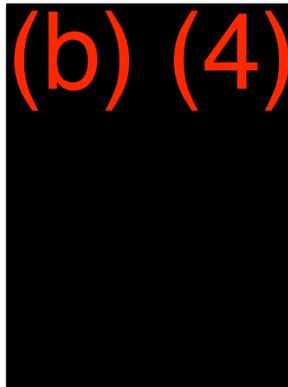
- 00010: SBI PEO Program Controls
- 00020: SBCCO
- 00030: SBI PEO Program Controls
- 00040: SBCCO
- 00050: SBI PEO Program Controls
- 00060: SBCCO
- 00070: Nov Support to Office of Program Control
- 00080: Nov SBCCO
- 00090: Dec Support to Office of Program Control
- 00100: Dec SBCCO



Previous Task Order Ceiling: \$ 539,529.02

Revised CLINs

- 00010: SBI PEO Program Controls
- 00020: SBCCO
- 00030: SBI PEO Program Controls
- 00040: SBCCO
- 00050: SBI PEO Program Controls
- 00060: SBCCO
- 00070: Nov Support to Office of Program Control
- 00080: Nov SBCCO
- 00090: Dec Support to Office of Program Control
- 00100: Dec SBCCO
- 00110: SBI PEO Program Controls 01/12/09-01/25/09
- 00120: SBCCO 01/12/09-01/25/09



Revised Task Order Ceiling: \$ 573,014.46

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

C. Task order clause A.7, 48 CFR 1052.201-70 Contracting Officer's Technical Representative (COTR) Designation and Authority, is hereby replaced in its entirety with the following:

A.7 HSAR 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer

[End of Clause]

Written notice of the change in COTR from (b) (6) to (b) (6) is attached to this modification as Attachment 1.

D. This modification was coordinated by M.L. McDaniel (Secure Border Initiative (SBI) Acquisition Office), Gail Strickland (SBI Acquisition Office), (b) (6) (SBI Acquisition Office), (b) (6) (SBI Program Management), and (b) (6) (Capgemini Government Solutions LLC).

E. All other terms and conditions remain unchanged.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA HSBP1208F21948, MODIFICATION P00006**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	SBI PEO Program Controls			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00020	Line Item (Priced/Information/Option): P		
Supplies/Services:	Secure Border Coordination Council Office			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00030	Line Item (Priced/Information/Option): P		
Supplies/Services:	SBI PEO Program Controls			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00040	Line Item (Priced/Information/Option): P		
Supplies/Services:	Secure Border Coordination Council Office			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00050	Line Item (Priced/Information/Option): P		
Supplies/Services:	SBI PEO Program Controls			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00060	Line Item (Priced/Information/Option): P		
Supplies/Services:	Secure Border Coordination Council Office			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00070	Line Item (Priced/Information/Option): P		
Supplies/Services:	Nov Support to Office of Program Control			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00080	Line Item (Priced/Information/Option): P		
Supplies/Services:	Nov Secure Border Coord Council Office			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00090	Line Item (Priced/Information/Option): P		
Supplies/Services:	Dec Support to Office of Program Control			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00100	Line Item (Priced/Information/Option): P		

Supplies/Services:	Dec Secure Border Coord Council Office			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00110	Line Item (Priced/Information/Option): P		
Supplies/Services:	SBI PEO Program Controls 1/12-1/25/2009			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00120	Line Item (Priced/Information/Option): P		
Supplies/Services:	SBCCO 1/12-1/25/2009			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Total Funded Contract Value:				<u>\$573,014.4600</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00020	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00030	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00040	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00050	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00060	6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525	Amount (b) (4)
Item: 00070	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)
Item: 00080	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)
Item: 00090	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)
Item: 00100	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)
Item: 00110	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)
Item: 00120	6100.2525USCSGLCS0900009000Z00009173SB01 SB1002525	Amount (b) (4)

DELIVERY SCHEDULE

Deliver To:

1300 Pennsylvania Avenue, NW
Washington, D.C. 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	07/18/2008		
00020	1	07/18/2008		
00030	1	09/12/2008		
00040	1	09/12/2008		
00050	1	10/01/2008		
00060	1	10/01/2008		

Deliver To: Customs and Border Protection
Secure Border Initiative (SBI)net
1300 Pennsylvania Ave NW Rm 7.5
Ronald Reagan Federal Building
Washington DC 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00070	1	10/30/2008		
00080	1	10/30/2008		
00090	1	10/24/2008		
00100	1	10/30/2008		

00110 1 01/25/2009

00120 1 01/25/2009

Attachment 1

Secure Border Initiative (SBI)

Contractor: Capgemini Government Solutions

**Contracting Officer's
Technical Representative (COTR)
Designation Memorandum**

**Task Order #: HSBP1208F21948
Modification #: P00006**



**U.S. Customs and
Border Protection**

Date: January 7, 2009
To: (b) (6)
From: Gail Strickland
Subject: Designation of Contracting Officer's Technical Representative (COTR) In support of Contract Number HSBP1208F21948 (Capgemini, LLC)

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 RESPONSIBILITIES

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

(b) (6)

Title: Project Analyst

Date: 01/03/09

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.

ACKNOWLEDGEMENT (Contractor)

As the contractual representative of the organization listed below, I, the undersigned, hereby acknowledge receipt and understanding of this memorandum, and confirm that I have been notified regarding who shall be the Contracting Officer's Technical Representative (COTR) for the subject contract.

Signature: (b) (6)

Printed Name: (b) (6)

Contractor Organization: ATGEMINI GOVERNMENT SOLUTIONS

Title: CFO

Date: 1/9/09