

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   18
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2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 03/28/2007	4. REQUISITION/PURCHASE REQ. NO. 0020020365	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection Office of Procurement - NP 1310 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) 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)  10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1006D01353 /  10B. DATED (SEE ITEM 13) 09/18/2006
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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.
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: Mutual Agreement Between Parties
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.

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BACKGROUND

The Boeing Company included Attachment 16, Offeror Assumptions, and Attachment 17, Offeror Exceptions, in its proposal (Boeing 06H0223) in response to the SBInet RFP HSBP1006R0463 that resulted in contract HSBP1006D01353. These Assumptions and Exceptions principally concerned the Federal Acquisition Regulation (FAR) clauses applicable to the contract. One purpose of this amendment is to address The Boeing Company Business Assumptions items 1 through 22 in the above referenced Attachment 16 and all of the Business Exceptions in the above referenced Attachment 17. These Offeror Assumptions and Offeror

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 SIGNED (Type or print) (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah L. Smith Contracting Officer
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15C. DATE SIGNED 3/28/07	(b) (6)	16C. DATE SIGNED 3/28/07
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Exceptions previously incorporated by reference in contract HSBP1006D01353 are replaced by the following.

The purpose of this amendment is to:

1. To add Clause 52.246-12, Inspection of Construction, Aug 1996 to Section E, Inspection And Acceptance, E.1 52.252-2 Clauses Incorporated By Reference (Feb 1998).

2. To insert the following information into Section E, Inspection and Acceptance, Clause E.2, 52.246-11 Higher -Level Contract Quality Requirement (Feb 1999) in accordance with the Contractor's selection:

[X] Title ISO 9001 Standards  
Number Rev 2000  
Date 2000  
Tailoring None

3. To add the following individuals to Section G, Contract Administration Data, section G.1 Contracting Officer Under This Contract:

Mr. Ronald B. Rosenberg, Telephone (b) (6) email (b) (6)  
and Mr. Vernon Cooper, Telephone (b) (6) email (b) (6)

The address and fax number specified in section G.1 apply to these individuals.

4. To modify Clause G.4 Subcontracts/Consultant Arrangements (Mar 2003) of Section G, Contract Administration Data to: (1) Delete the first sentence in its entirety and replace it with the following: "During the term of this contract the Contractor shall obtain Contracting Officer written authorization (consent) prior to executing any subcontract pursuant to clause H.33 Environmental & Land Use Regulatory Activities."; and, (2) to delete the reference to Clause H.29 in the second sentence of the third paragraph, so that this sentence now reads "Reference Clauses H.3, H.28 and I.1, 52.244-2 Subcontracts (Aug 1998)".

5. To correct Section H, Special Contract Requirements, Clause H.9 Earned Value Management to correct the Applicable Contract Provision references as follows:

Alternative I: Delete H.9.1 Insert H.10  
Alternative II: Delete H.9.2 Insert H.11  
Alternative III: Delete H.9.3 Insert H.12

6. To correct Section H, Special Contract Requirements, Clause H.11 Earned Value Management-Alternative II and Clause H.12 Earned Value Management-Alternative III. Replace section (a) (8) (a) in both clauses with the following:

"(a) (8) (a) Comparison of the amount of the budget earned and the actual (applied

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where appropriate) direct costs for the same work. This comparisons provides the cost variance."

7. To modify Section H, Special Contract Requirements, Clause H.17 3052.222-71 Strikes Or Picketing Affecting Timely Completion Of The Contract (Dec 2003) to delete the second phrase, part (b) in its entirety and replace with the following: "impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing related thereto."

8. To delete in its entirety Clause H.18, Insurance Under Cost Reimbursable Contracts (Mar 2003) of Section H, Special Contract Requirements.

9. To modify Section H, Special Contract Requirements, Clause H.20, Security Procedures (May 2003). Replace the sentence in C. Security Background Data "The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel." with "The Contractor shall submit not later than 5:00 PM EDT Friday, October 13, 2006 a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel."

10. To delete in its entirety Section H, Special Contract Requirements, Clause H.29, Subcontracting Approval of Section H, Special Contract Requirements.

11. To modify Section H, Special Contract Requirements, Clause H.30, Allowable Cost Restrictions. Delete clause H.30.1 in its entirety and replace it with the following: "TDY Travel is defined as long distance travel to temporarily work for a short period of time (not on a regular or routine basis) for official contractually authorized business, including technical meetings, conferences, etc., under issued Task Orders. Contracting Officer's Technical Representative (COTR) approval is required for TDY travel in excess of forty-five (45) days. Such approval shall be in advance of the inception of TDY travel in excess of 45 days."

12. To modify Section H, Special Contract Requirements, Clause H.31, Use Of Cellular Phones And Telecommunication Devices. Delete the first sentence and replace it with: Any and all charges for the purchase, lease, use, connection, or provisioning of cellular telephones and other telecommunication devices, included but not limited to "Blackberrys," notebook or laptop computers, pages, global positioning systems (GPS), directly charged to this contract are not an

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allowable expense without the prior approval of the Contracting Officer.

13. To insert the following clause in Section H, Special Contract Requirements:

H.32 Non-Deliverable Contractor Proprietary Data - For DHS/CBP Evaluation Purposes Only

Notwithstanding any other provision in the contract, including without limitation paragraph (g) (1) of FAR 52.227-14, the Contracting Officer may, for the sole purpose of evaluating contract deliverables, require access to limited rights data (other than computer software) that are: (a) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged, and (b) are referenced by Contractor in deliverables called for by the contract, and (c) withheld by Contractor. The Contracting Officer may require, by written request, the Contractor to provide such data that has been withheld or would otherwise be subject to withholding. If such data is so required, the Contractor may affix the following "Notice" to the data and the Government will thereafter treat the data, in accordance with such Notice:

CONTRACTOR PROPRIETARY NOTICE

(a) These data are "CONTRACTOR/SUBCONTRACTOR PROPRIETARY" and are submitted under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used solely by the Department of Homeland Security, Customs and Border Protection in connection with the above-identified contract/subcontract for the purpose of evaluating the contract deliverables, with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture, or disclosed or used outside the Department of Homeland Security, Customs and Border Protection.  
(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(End of Clause)

14. To insert the following clause in Section H, Special Contract Requirements:

H.33 Environmental and Land Use Regulatory Activities

The following terms and conditions shall govern all environmental and land use regulatory activities that are carried out under this contract.

(a) Definitions:

"Environmental regulatory activities" as used herein shall mean any effort, activity, or action taken by either the Government, the Contractor, or any subcontractor to ensure compliance with any environmental requirements as

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necessary to complete any task order or project carried out under this contract.

"Environmental requirements" as used herein shall mean any applicable federal, state, or local law, common law, statute, executive order, ordinance, resolution, rule, regulation, guidance, directive, or standard pertaining to health, safety, or protection of the environment, wildlife, wilderness, and/or natural, historical, or cultural resources, including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., National Historic Preservation Act, 16 U.S.C. § 470 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Wilderness Act, 16 U.S.C. § 1131 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act or Clean Water Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et seq., and all amendments thereto as of this date and to be added in the future. This definition shall also include all applicable requirements established by the International Water and Boundary Commission.

"Land use regulatory activities" as used herein shall mean any effort, activity, or action taken by the Government, the Contractor, or any subcontractor to acquire any interest in land, including but not limited to, any ownership or fee interest, easement, or leasehold, or to negotiate any right of access, right of entry, special use permit, and/or any other similar authorization or interest as necessary to complete any task order or project carried out under this contract.

(b) The Government shall plan, manage, execute, be responsible for, and retain sole and exclusive decision making authority for any and all environmental and land use regulatory activities that are carried out under this contract.

(c) In support of the Government, the Contractor shall be required to perform, for each task order involving environmental and land use regulatory activities, specified taskings. Such taskings shall include, but not necessarily be limited to:

(i) Preparing project descriptions;

(ii) Identifying the environmental requirements applicable to each project or task order;

(iii) Identifying land that is to be used for a project or task order;

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(iv) Identifying affected stakeholders and formulating communication strategies;

(v) Formulating environmental and land use regulatory compliance strategies;

(vi) Developing preliminary and final schedules for environmental and land use regulatory activities; and

(vii) Developing or supplying information or data for use with environmental and other studies, reports, and/or analyses.

(d) For each task order, the Contractor shall appoint a principal representative or representatives who will act as the Contractor's principal point of contact for environmental and land use regulatory activities on said task order. The Contractor's principal representative(s) shall also be required to serve on any integrated project team ("IPT") for environmental and land use issues that is formed for said task order.

(e) In addition to Contractor obligations under Subsections (c) and (d) of this Clause H.33, the Government may assign to the Contractor additional tasks, responsibilities, or actions that will support or assist the Government with its completion of the applicable environmental and land use regulatory activities. Such additional tasks, responsibilities, or actions may include, but not necessarily be limited to:

(i) Preparation of environmental studies, analyses, or reports;

(ii) Review and commenting on environmental and other studies, reports, surveys, or analyses;

(iii) Discussion and communication with federal, state, or local agencies, affected tribes, interested parties, or landowners;

(iv) Attendance at public meetings; or

(v) Preparation of biological, cultural, or historic resource surveys, studies, or analyses.

(f) Notwithstanding any such assignment of tasks, responsibilities, or actions to the Contractor by the Government, and unless specified otherwise by the Government, no document relating to the environmental or land use regulatory activities carried out under this contract may be released to the public without the express approval of the Government. Any and all contact with outside

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agencies, stakeholders, or other interested parties performed by the Contractor shall be expressly on behalf of the Government. The Government shall be the sole authorized entity for all commitments, agreements, or other business conducted by the Contractor. The Contractor shall not be a party to any commitments, positions, or other conditions binding the Government in the areas of real estate, land use, environmental requirements, or inter-governmental agreements. The Contractor will ensure that its subcontractors are made aware of these provisions.

(g) The Contractor shall submit progress or tracking reports for any tasks, responsibilities, or actions relating to environmental or land use regulatory activities that are assigned to the Contractor by the Government. The Contractor shall also ensure that the Government is promptly provided with any information that is developed or acquired by the Contractor in carrying out such tasks, responsibilities, or actions.

(h) As a part of its obligations pursuant to this clause of the contract, the Contractor shall ensure that applicable environmental and land use regulatory activities are accounted for, made a part of, and incorporated into the planning and execution of any engineering, concept design, or construction work that is performed by the Contractor or its subcontractors under a task order.

(i) Notwithstanding clause G.4 Subcontracts/Consultant Arrangements, should the Contractor require the services of an environmental expert, consultant, or subcontractor for any tasks, responsibilities, or actions relating to environmental or land use regulatory activities that are assigned to the Contractor by the Government, the Contractor's selection of such expert, consultant, or subcontractor shall be subject to the prior written authorization (consent) of the Contracting Officer. This requirement shall only apply to environmental or land use experts, consultants or subcontractors the costs of which are charged directly to a task order issued under this contract.

(j) The Contractor shall establish formal lines of communication between any of its experts, consultants, or subcontractors and the Government and ensure that the experts, consultants, or subcontractors appoint a principal representative or representatives who will serve as a principal point of contact relating to the environmental or land use regulatory activities being performed by the subcontractor. As indicated above, the Government retains full decision making authority in environmental and land use regulatory activities, but to the extent specific tasks are assigned to the Contractor, the Contractor shall ensure that its experts, consultants, or subcontractors' principal representative, as appropriate, serves under the direction of the Contractor on any task order IPT. The Contractor shall ensure that the Government is promptly provided with any information that is acquired or developed by any expert, consultant, or subcontractor.

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(k) In carrying out its responsibilities under this Clause H.33, the Contractor shall ensure that its personnel who attend meetings, conduct business by phone or work in situations where their actions could be construed as acts of Government officials, properly identify themselves as contractor personnel. The Contractor shall impose the requirements of this paragraph (k) on all expert, consultant or subcontractor personnel retained by the Contractor.

(l) The Government shall specify and enumerate the duties and responsibilities of the Contractor under this H.33 provision on a task order by task order basis.

(m) Any delay or inability to obtain an environmental or land use or regulatory permit, license, approval, or other authority under this clause or implementing task order(s), if later than the specified required dates for such approvals, shall entitle the Contractor to an equitable adjustment in contract price for the task order concerned, if any, and a commensurate schedule extension to complete the work.

(End of Clause)

15. To delete Clause 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (Jul 2005) from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued. Clause 52.215-8 is relocated, incorporated by full text at I.33, is applicable to all cost-type and construction orders, and modified as follows: the last sentence in paragraph (b) "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" is deleted and replaced with the following: "Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, recovery of the Government's equitable share will be subject to FAR 52.233-1 Disputes clause."

16. To delete Clause 52.222-2 Payment For Overtime Premiums (Jul 1990) from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued. Clause 52.222-2 is relocated, incorporated by full text at I.34, is applicable to all delivery, task, and construction orders, and modified as follows: insert in the blank (\*) in paragraph (a) "zero".

17. To relocate Clause 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (Jan 1997)) from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued. Clause 52.227-21 is relocated, modified to require the

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Government to specify, as Government Furnished Information, the specific items for which it requires technical data rights, and incorporated by full text at I.35 as follows:

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (Jan 1997)

(a) Scope of clause. This clause shall apply to all technical data (as defined in the Rights in Data-General clause included in this contract) that have been specified in this contract as being subject to this clause. It shall apply to all such data delivered, or required to be delivered, at any time during contract performance after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) Technical data declaration.

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

Technical Data Declaration (Jan 1997)

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government shall rely on the declarations set out in paragraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data-General clause included in this contract.

(c) Technical data revision. The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical

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data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) Withholding of payment.

(1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to-

(i) Make timely delivery of such technical data as required by this contract;

(ii) Provide the declaration required by paragraph (b) (1) of this clause;

(iii) Make the corrections required by paragraph (b) (2) of this clause; or

(iv) Make revisions requested under paragraph (c) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in paragraph (d) (1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

(End of clause)

18. To relocate Clause 52.227-22 Major System-Minimum Rights (June 1987) from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued. Clause 52.227-22 is relocated, modified to require the Government to specify, as Government Furnished Information, the specific items for which it requires technical data rights, and incorporated by full text at I.36 as follows:

52.227-22 Major System-Minimum Rights (June 1987)

Notwithstanding any other provision of this contract, the Government shall have unlimited rights in any technical data, other than computer software, developed

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in the performance of this contract and relating to a major system or supplies for a major system procured or to be procured by the Government, to the extent that delivery of such technical data is required as an element of performance under this contract. The Government shall specify, as Government Furnished Information, the specific items for which it requires technical data rights. The rights of the Government under this clause are in addition to and not in lieu of its rights under the other provisions of this contract.

(End of clause)

19. To insert the following information into the blank at the end of paragraph (e) of Clause 52.244-2 Subcontracts (Aug 1998) in Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued.) :  
"During the term of this contract, the Contractor shall obtain Contracting Officer written authorization (consent) prior to executing any subcontract pursuant to clause H.33 Environmental & Land Use Regulatory Activities."

20. To delete Clause 52.246-19 Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria (May 2001) from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued. Clause 52.246-19 is relocated, incorporated by full text at I.37, and is completely replaced by the following:

I. 35 52.246-19 Warranty of Systems and Equipment Under Performance Specifications or Design Criteria (MAY 2001) Modified

(a) Definitions. As used in this clause:

"Acceptance" or "Accept" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, as partial or complete performance of the task order.

"Defect" or "Defective" means any condition or characteristic in any supplies furnished by the Contractor under the task order that is not compliance with the requirements of the task order.

"Supplies" means the end items furnished by the Contractor required under this task order listed in the "Products Deliverables List" in the Performance Work Statement (PWS) that is not otherwise covered by a standard commercial warranty provided by the end item supplier. Contractor shall flow-through all standard commercial warranties to the Government for items not covered under this clause.

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one year of acceptance of the supplies. The warranty period shall apply to each end item

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individually, if accepted individually by the Government, or to a cluster of supplies if accepted as a group (i.e., all towers, Rapid Response Transports, Mobile C3 Unites, etc. associated with a given deployment and accepted by the Government as such).

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies, the Contractor shall (i) promptly correct the defect or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in (b) (3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies accepted by the Government under this task order, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days of discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the task order price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this task order) at no increase in the task order price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the task order to permit acceptance of the affected supplies in accordance with the revised requirement, and an equitable reduction in the task order price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this task order.

(7) Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranty, with respect to these supplies or parts, shall be the balance of warranty as set forth in paragraph (b) (1) of this clause (excluding any out of service time), and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property.

(9) The Contractor shall be liable for transportation of warranted items. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this task order.

(c) Remedies available to the Government.

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(1) The rights and remedies of the Government provided in this clause -  
i. Shall not be affected in any way by any terms or conditions of this task order concerning conclusiveness of inspection and acceptance; and  
ii. Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this task order.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time in accordance with and at the location proposed by the Contractor in its recommendations for corrective action, or as otherwise agreed.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this task order as a result of the Contractor's sole obligation to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the task order price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to:

(A) Present a detailed recommendation for corrective action as required by paragraph (b) (3) of this clause;

(B) Correct defects as directed under paragraph (b) (4) of this clause;

(C) Prepare and furnish data and reports as required by paragraph (b) (5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c) (5) (i) of this clause, the Contracting Officer may by contract or otherwise -

(i) Obtain detailed recommendations for corrective action and either:

(A) Correct the supplies; or

(B) Replace the supplies, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain the applicable data and reports, and

(iii) Charge the Contractor for the costs incurred by the Government.

(d) Exclusions

(1) The Contractor shall not be required to correct or replace any supplies identified by the Government for which the Government disassembled or otherwise

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modified the Contractor provided supplies.

(2) The Contractor shall not be required to perform maintenance as a warranty repair, on any supplies accepted by the Government under this clause.

(3) Normal wear and tear, associated with the conditions under which the supplies will be utilized, are excluded from the provisions of this clause.

(4) All items covered under a standard commercial warranty provided by the end item supplier and flowed through to the Government.

21. Delete the following clauses from Section I, Contract Clauses, Clause I.2, 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued:

52.215-2 Jun 1999 Audits and Records Negotiation Alternate I (Jan 1997)  
52.215-17 Oct 1997 Waiver of Facilities Capital Cost of Money  
52.216-6 Oct 1997 Price Redetermination--Retroactive  
52.216-11 Apr 1984 Cost Contract-No Fee  
52.216-15 Apr 1998 Predetermined Indirect Cost Rates  
52.222-4 Jul 2005 Contract Work Hours and Safety Standards  
52.222-41 Jul 2005 Service Contract Act of 1965, As Amended  
52.222-43 May 1989 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)  
52.222-44 Feb 2002 Fair Labor Standards Act and Service Contract Act-Price Adjustment  
52.222-48 Jun 2006 Exemption From Application Of Service Contract Act Provisions-Contractor Certification  
52.227-3 Apr 1984 Patent Indemnity  
52.227-11 Jun 1997 Patent Rights-Retention By The Contractor (Short Form)  
52.227-17 Jun 1987 Rights In Data-Special Works  
52.227-18 Jun 1987 Rights In Data-Existing Works  
52.243-6 Apr 1984 Change Order Accounting  
52.245-17 May 2004 Special Tooling  
52.246-20 May 2001 Warranty of Services

22. To insert the following clauses Section I, Contract Clauses, Clause I.2 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued:

52.209-3 Sep 1989 First Article Approval-Contractor Testing Alternate II  
52.209-4 Sep 1989 First Article Approval-Government Testing Alternate II  
52.215-16 Jun 2003 Facilities Capital Cost Of Money  
52.215-21 Oct 1997 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications Alternate I  
52.216-9 Mar 1997 Fixed Fee-Construction  
52.222-6 Jul 2005 Davis Bacon Act  
52.222-27 Feb 1999 Affirmative Action Compliance Requirements For Construction  
52.222-30 Dec 2001 Davis Bacon Act-Price Adjustment (None or Separately Priced

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Method)

52.222-31 Dec 2001 Davis Bacon Act-Price Adjustment (Percentage Method)  
52.222-32 Dec 2001 Davis Bacon Act-Price Adjustment (Actual Method)  
52.227-12 Jan 1997 Patent Rights-Retention By The Contractor (Long Form)  
52.227-14 Jun 1987 Rights in Data-General Alternates I, II, and III  
52.232-5 Sep 2002 Payments Under Fixed-Price Construction Contracts  
52.232-20 Apr 1984 Limitation of Costs  
52.232-27 Sep 2005 Prompt Payment For Construction Contracts  
52.236-2 Apr 1984 Differing Site Conditions  
52.236-3 Apr 1984 Site Investigation and Conditions Affecting The Work  
52.236-5 Apr 1984 Material and Workmanship  
52.236-6 Apr 1984 Superintendence By The Contractor  
52.336-7 Nov 1991 Permits And Responsibilities  
52.236-8 Apr 1984 Other Contracts  
52.236-9 Apr 1984 Protection Of Existing Vegetation, Structures, Equipment,  
Utilities, And Improvements  
52.236-10 Apr 1984 Operations and Storage Areas  
52.236-11 Apr 1984 Use And Possession Prior to Completion  
52.236-12 Apr 1984 Cleaning Up  
52.236-13 Nov 1991 Accident Prevention  
52.236-17 Apr 1984 Layout Of Work  
52.236-18 Apr 1984 Work Oversight In Cost-Reimbursement Construction Contracts  
52.236-19 Apr 1984 Organization And Direction Of The Work  
52.236-21 Feb 1997 Specifications and Drawings For Construction and Alternate I  
(Apr 1984)  
52.246-21 Mar 1994 Warranty Of Construction  
52.248-3 Feb 2000 Value Engineering-Construction  
52.249-10 Apr 1984 Default (Fixed Price Construction)

23. To replace in its entirety Section I, Contract Clauses, Clause I.2 52.252-2 Clauses Incorporated by Reference (Feb 1998)-Continued with Attachment (1). The flow-down clauses in Section I impact all types of delivery and task orders contemplated under the contract. This change is to structure the clauses in such a way that the reader can easily identify the applicability of a particular clause to a fixed-price or a cost-type delivery or task order. Section I has been re-formatted to identify which flow-down clauses apply to all delivery and task orders and which flow-down clauses apply to a particular type of delivery or task order.

24. To correct Section I, Contract Clauses, Clause I.7 52.216-22 Indefinite Quantity (Oct 1995). Replace the date "March 2012" in paragraph (d) with "September 2013."

25. Since Clause H.33 has been added, to modify the Concept of Operations Indefinite Delivery Indefinite Quantity (IDIQ) Statement of Work, Attachment 01

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to Part III-List of Documents and Other Attachments, Section J, List of Attachments to delete Sections 6.4.2.1.1, Land-Use Regulatory Activities (1.1.6, 1.2.1.9) and 6.4.3, Environmental (1.1.6, 1.2.1.9).

26. To modify the Concept of Operations Indefinite Delivery Indefinite Quantity (IDIQ) Statement of Work, Attachment 01 to Part III-List of Documents and Other Attachments, Section J, List of Attachments to add the following to Section 7.2 Constraints, B. Security:

5. Physical access will be needed to TS/SCI classified spaces and information for the purpose of collaborating with intelligence community counterparts. Participants will be required to evaluate intelligence information systems, C3I applications and the declassification policies and procedures process for merging intelligence community information with Customs and Border Protection intelligence information. No TS/SCI information will be generated; however, there may be a need for limited and occasional TS/SCI storage at a Government facility.

In accordance with the National Industrial Security Program Operating Manual, DoD 5220.22-M in order to be granted a final government security clearance, contractor personnel must have a bona fide need to know, a requirement to perform the technical efforts specified above, and a genuine need to access TS/SCI information and classified spaces.

27. To modify the Concept of Operations Indefinite Delivery Indefinite Quantity (IDIQ) Statement of Work, Attachment 01 to Part III-List of Documents and Other Attachments, Section J, List of Attachments to delete Sections 6.4.2.1.1 Land-Use Regulatory Activities (1.1.6, 1.2.1.9) and 6.4.3 Environmental (1.1.6, 1.2.1.9) and replace them with the following:

## 6.4.2.1.1 Land-Use Regulatory Activities (1.1.6, 1.2.1.9)

The Contractor shall, in support of the Government, be required to perform, for each task order involving land-use regulatory activities, specified tasks. Such tasks shall include, but not necessarily be limited to:

- (i) Preparing project descriptions;
- (ii) Identifying land that is to be used for a project or task order;
- (iii) Identifying affected stakeholders and formulating communication strategies;
- (iv) Formulating land use regulatory compliance strategies;
- (v) Developing preliminary and final schedules for land use regulatory activities; and
- (vi) Developing or supplying information or data for use with land-use and other studies, reports, and/or analyses.

The Contractor shall appoint a principal representative or representatives who

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will act as the Contractor's principal point of contact for environmental activities on said task order. The Contractor's principal representative(s) shall also be required to serve on any integrated project team ("IPT") for environmental issues that is formed for said task order.

The Government may assign to the Contractor additional tasks, responsibilities, or actions that will support or assist the Government with its completion of the applicable environmental activities. Such additional tasks, responsibilities, or actions may include; but not necessarily limited to:

- (i) Discussion and communication with federal, state, or local agencies, affected tribes, interested parties, or landowners; or
- (ii) Attendance at public meetings.

6.4.3 Environmental (1.1.6, 1.2.1.9)

The Contractor shall, in support of the Government, be required to perform, for each task order involving environmental activities, specified tasks. Such tasks shall include, but not necessarily be limited to:

- (i) Preparing project descriptions;
  - (ii) Identifying the environmental requirements applicable to each project or task order;
  - (iii) Identifying affected stakeholders and formulating communication strategies;
  - (iv) Formulating environmental regulatory compliance strategies
  - (v) Developing preliminary and final schedules for environmental activities;
- and
- (vi) Developing or supplying information or data for use with environmental and other studies, reports, and/or analyses.

The Contractor shall appoint a principal representative or representatives who will act as the Contractor's principal point of contact for environmental activities on said task order. The Contractor's principal representative(s) shall also be required to serve on any integrated project team ("IPT") for environmental issues that is formed for said task order.

The Government may assign to the Contractor additional tasks, responsibilities, or actions that will support or assist the Government with its completion of the applicable environmental activities. Such additional tasks, responsibilities, or actions may include; but not necessarily limited to:

- (i) Preparation of environmental studies, analyses, or reports;
- (ii) Review and commenting on environmental and other studies, reports, surveys, or analyses;
- (iii) Discussion and communication with federal, state, or local agencies, affected tribes, interested parties, or landowners;
- (iv) Attendance at public meetings; or

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(v) Preparation of biological, cultural, or historical surveys, studies or analyses.

28. To add Attachment 02 to Part III-List of Documents and Other Attachments, Section J, List of Attachments. Attachment 04 is included in this modification as Attachment (3) entitled "Designation of Contracting Officer's Technical Representative (COTR) In Support of Contract Number HSBP1006D01353" that appoints (b) (6) COTR.

29. To add Attachment 03 to Part III-List of Documents and Other Attachments, Section J, List of Attachments. Attachment 05 is included in this modification as Attachment (4) entitled "Department of Defense Contract Security Classification Specification, DD Form 254."

(End of Modification)