

2. AMENDMENT/MODIFICATION NO. P00003		3. EFF. DATE 4/2/2011	4. REQUISITION/PURCHASE REQ. NO. 0020061534	5. PROJECT NO. (If applicable)
6. ISSUED BY DHIS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington DC 20229		CODE 70030800	7. ADMINISTERED BY (If other than item 6) DHIS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington DC 20229	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BART & ASSOCIATES INC 8300 GREENSBORO DR (STE 900) MCLEAN VA 22102-3640			9A. AMENDMENT OF SOLICITATION NO.	
CODE 603180963 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1010F00176	
			10B. DATED (SEE ITEM 13) 04/02/2011	

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 such 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. THE 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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
LAW FAR 52.217-8 OPTION TO EXTEND SERVICES

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification P00003 to HSBP1010F00176 is to extend services in accordance with FAR 52.217-8 Option to Extend Services.

The not-to-exceed ceiling of the task order is \$80,978,099.19. No funding is obligated at this time. The funds for extension period are subject to Availability of Funds in accordance with FAR 52.232-18. As such, FAR 52.232-18 is incorporated into the task order.

The base period of performance is extended through September 1, 2011.

All other terms and conditions of this task order remain unchanged.

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 CONTRACTING OFFICER (Type or print) (b) (6) Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HERMAN T. SHIVERS Contracting Officer	
15B. (b) (6)	15C. DATE SIGNED 3/31/11	16B. BY (b) (6)	16C. DATE SIGNED 3/31/2011

NSM...  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-63)  
Prescribed by GSA FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE GS-35F-5924H	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. P00003	3. EFF. DATE 4/2/2011	4. REQUISITION/PURCHASE REQ. NO. 0020061534	5. PROJECT NO. (If applicable)
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6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington	CODE 70050800 DC 20229	7. ADMINISTERED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave., NW NP 1310 Washington	(If other than Item 6) CODE DC 20229
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BART & ASSOCIATES INC 8300 GREENSBORO DR (STE 900) MCLEAN VA 22102-3640 CODE 603180985 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1010F00176
	10B. DATED (SEE ITEM 13) 04/02/2011

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12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE ATTACHED
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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES ( appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). Such as changes in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) IAW FAR 52.217-8 OPTION TO EXTEND SERVICES
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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 P00003 to HSBP1010F00176 is to extend services in accordance with FAR 52.217-8 Option to Extend Services.

The not-to-exceed ceiling of the task order is \$80,978,099.19. No funding is obligated at this time. The funds for extension period are subject to Availability of Funds in accordance with FAR 52.232-18. As such, FAR 52.232-18 is incorporated into the task order.

The base period of performance is extended through September 1, 2011.

All other terms and conditions of this task order remain unchanged.

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) HERMAN T. SHIVERS Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. DATE SIGNED BY (b) (6) (Signature of Contracting Officer)
	16C. DATE SIGNED 3/31/2011

**ATTACHMENT INFORMATION  
FOR  
AWARD/ORDER/IA MODIFICATION: HSBP1010F00176P00003**

**I.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within .

(End of clause)

**I.2 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)

**I.3 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	WHTI VPC O&M - Labor	1.000	AU	<b>(b)</b>	<b>(4)</b>
10 cont.	Internal Tracking				
	50-1 = <b>(b) (4)</b> 50-4 = <b>(b) (4)</b>				
20	WHTI EDL	1.000	AU	<b>(b)</b>	<b>(4)</b>
30	WHTI Trusted Travel Enrollment Support	1.000	AU		
40	WHTI QA Support - Labor	1.000	AU		
50	D TOPS O&M	1.000	AU		
60	TECS MOD Dev SI	1.000	AU		
70	TECS MOD O&M	1.000	AU		
80	TECS MOD HPPQ Dev	1.000	AU		
90	TECS MOD TVL DOCS DEV	1.000	AU		
100	TECS MOD Project Support	1.000	AU		
110	WLUS Labor	1.000	AU		
120	Enforcement O&M	1.000	AU	<b>(b)</b>	<b>(4)</b>
130	Enforcement NCIC	1.000	AU		
140	Enforcement O&M USV	1.000	AU		
140 cont.	Internal Tracking				
	50-2 = <b>(b) (4)</b> 50-3 = <b>(b) (4)</b> 50-9 = <b>(b) (4)</b>				
150	Enforcement O&M APIS	1.000	AU	<b>(b)</b>	<b>(4)</b>
150 cont.	Internal tracking				

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
	10-1 = (b) (4) 10-2 = (b) (4) 10-3 = (b) (4)			(b)	(4)
160	Primary/Secondary Ops	1.000	AU	(b)	(4)
160 cont.	Internal Tracking  30-2 = (b) (4) 30-3 = (b) (4) 30-4 = (b) (4) 30-5 = (b) (4) 30-6 = (b) (4)			(b)	(4)
170	Enforcement O&M TPAC	1.000	AU	(b)	(4)
180	Enforcement Travel	1.000	AU	(b)	(4)
190	WHTI Image Archiving	1.000	AU	(b)	(4)
200	WHTI ATS/L Inbound VPC (v5)	1.000	AU	(b)	(4)
210	PLOR Reporting Capability	1.000	AU	(b)	(4)
220	ePassport Project Support	1.000	AU	(b)	(4)
230	ESTA Fee Website	1.000	AU	(b)	(4)
240	WLUS O&M	1.000	AU	(b)	(4)
250	TT GOES Seamless Tvl	1.000	AU	(b)	(4)
260	ESTA Fee Website	1.000	AU	(b)	(4)
270	TECS Mod CSIS Development	1.000	AU	(b)	(4)
280	TECS Mod CSIS Development	1.000	AU	(b)	(4)
290	TSA-CBP	1.000	AU	(b)	(4)

Total Funded Value of Award:

\$52,402,185.65

I.4 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0923050000Z00010400AP01 640502525	(b) (4)
20	6100.2525USCSGLCS0923050000Z00010400AP01 640402525	(b) (4)
30	6100.2525USCSGLCS0923050000Z00010400AP01 640602525	(b) (4)
40	6100.2525USCSGLCS0923050000Z63F10400AP01 640702525	(b) (4)
50	6100.2525USCSGLCS0923050000Z63F10400HQ01 IS4602525	(b) (4)
60	6999.3155USCSGLCS0923050200Z63F10166HQ01 IS4803155	(b) (4)
70	6100.2525USCSGLCS0923050000Z63F10166HQ01 IS4802525	(b) (4)
80	6999.3155USCSGLCS0923050200Z63F10166HQ01 IS4803155	(b) (4)
90	6999.3155USCSGLCS0923050200Z63F10166HQ01 IS4803155	(b) (4)
100	6100.2525USCSGLCS0923050200Z63F10166HQ01 IS4802525	(b) (4)
110	6100.2525USCSGLCS0923050000Z63F10166HQ01 IS4802525	(b) (4)
120	6100.2525USCSGLCS0923050000Z63F10400HQ01 IS4902525	(b) (4)
130	6100.2525USCSGLCS0923050000Z63F10166HQ01 IS4802525	(b) (4)
140	6100.2525USCSGLCS0923050000Z63F10400AP01 IS4502525	(b) (4)
150	6100.2525USCSGLCS0923050000Z63F10400HQ01 IS4102525	(b) (4)
160	6100.2525USCSGLCS0923050000Z63F10400HQ01 IS4302525	(b) (4)
170	6100.2525GLCS0923050000ZJ0109091R0HQ01 IS4502525	(b) (4)
180	6100.2525GLCS0923050000ZJ0109091R0HQ01 IS4502525	(b) (4)
190	6100.2525USCSGLCS0923050000Z00010400AP01 640502525	(b) (4)
200	6100.2525USCSGLCS0923050000Z00010400AP01 640502525	(b) (4)
210	6100.2525USCSGLCS0923050000Z00010400AP11 IU4702525	(b) (4)
220	6100.2525GLCS0923050000ZJ6N08081R0HQ01 IS4502525	(b) (4)
230	6100.2525USCSGLCS0923050000Z00010400AP01 IU4702525	(b) (4)
240	6100.2525GLCS0923050000ZJ2F08081R0HQ01 IU4702525	(b) (4)
250	6100.2525USCSGLCS0923050000Z00010400AP11 IU4702525	(b) (4)
260	6100.2525USCSGLCS0923050000Z00010400HQ01 IU4702525	(b) (4)
270	6999.3155USCSGLCS0923050000Z00009166HQ01 IS4803155	(b) (4)

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
280	6999.3155USCSGLCS0923050000Z00010166HQ01 IS4803155	<b>(b) (4)</b>
290	6100.2525GLCS0923050000ZJGZ10104M0HQ01 IU5012525	

**I.5 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 7400 Fullerton Road Springfield, VA 22153	10	1.000	05/02/2010
	20	1.000	05/02/2010
	30	1.000	05/02/2010
	40	1.000	05/02/2010
	50	1.000	05/02/2010
	60	1.000	05/02/2010
	70	1.000	03/01/2010
	80	1.000	03/01/2010
	90	1.000	03/01/2010
	100	1.000	03/01/2010
	110	1.000	03/01/2010
	120	1.000	03/01/2010
	130	1.000	03/01/2010
	140	1.000	03/01/2010
	150	1.000	03/01/2010
	160	1.000	03/01/2010
	170	1.000	03/01/2010
	180	1.000	03/01/2010
	190	1.000	04/01/2010
	200	1.000	04/01/2010
	210	1.000	05/01/2010
	220	1.000	02/01/2011
	230	1.000	02/01/2011
	240	1.000	02/01/2010
	250	1.000	02/01/2011
	260	1.000	02/01/2011
	270	1.000	02/01/2011
	280	1.000	09/01/2010
	290	1.000	02/01/2011

**I.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**ATTACHMENT INFORMATION  
FOR  
AWARD/ORDER/IA MODIFICATION: HSBP1010F00176P00003**

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(End of Clause)

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ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	WHTI VPC O&M - Labor	1,000	AU		
10 cont.	Internal Tracking 50-1 = (b) (4) 50-4 = (b) (4)			(b)	(4)
20	WHTI EDL	1,000	AU		
30	WHTI Trusted Travel Enrollment Support	1,000	AU		
40	WHTI QA Support - Labor	1,000	AU	(b)	(4)
50	D TOPS O&M	1,000	AU		
60	TECS MOD Dev St	1,000	AU		
70	TECS MOD O&M	1,000	AU		
80	TECS MOD HPPQ Dev	1,000	AU		
90	TECS MOD TVL DOCS DEV	1,000	AU	(b)	(4)
100	TECS MOD Project Support	1,000	AU		
110	WLUS Labor	1,000	AU		
120	Enforcement O&M	1,000	AU		
130	Enforcement NCIC	1,000	AU		
140	Enforcement O&M USV	1,000	AU	(b)	(4)
140 cont.	Internal Tracking 50-2 = (b) (4) 50-3 = 50-9 =			(b)	(4)
150	Enforcement O&M APIS	1,000	AU		
150 cont.	Internal tracking				

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
	10-1 = (b) (4) 10-2 = (b) (4) 10-3 = (b) (4)			(b) (4)	(4) (4)
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160 cont.	Internal Tracking 30-2 = (b) (4) 30-3 = (b) (4) 30-4 = (b) (4) 30-5 = (b) (4) 30-6 = (b) (4)			(b) (4)	(4) (4)
170	Enforcement O&M TPAC	1.000	AU		
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200	WHTI ATSL Inbound VPC (v5)	1.000	AU		
210	PLOR Reporting Capability	1.000	AU		
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140	6100.2525USCSGLCS0923050000Z83F10400AP01 IS4502525	(b) (4)
150	6100.2525USCSGLCS0923050000Z83F10400HQ01 IS4102525	(b) (4)
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220	6100.2525GLCS0923050000ZJ8N08081R0HQ01 IS4502525	(b) (4)
230	6100.2525USCSGLCS0923050000Z00010400AP01 IU4702525	(b) (4)
240	6100.2525GLCS0923050000ZJ2F08081R0HQ01 IU4702525	(b) (4)
250	6100.2525USCSGLCS0923050000Z00010400AP11 IU4702525	(b) (4)
260	6100.2525USCSGLCS0923050000Z00010400HQ01 IU4702525	(b) (4)
270	6999.3155USCSGLCS0923050000Z00009168HQ01 IS4803155	(b) (4)

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
280	6999.3155USCSGLCS0923050000Z00010168HQ01 IS4803155	(b) (4)
290	6100.2525GGLCS0923050000ZJGZ10104M0HQ01 IU5012525	(b) (4)

**I.5 DELIVERY SCHEDULE**

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	40	1.000	05/02/2010
	50	1.000	05/02/2010
	60	1.000	05/02/2010
	70	1.000	03/01/2010
	80	1.000	03/01/2010
	90	1.000	03/01/2010
	100	1.000	03/01/2010
	110	1.000	03/01/2010
	120	1.000	03/01/2010
	130	1.000	03/01/2010
	140	1.000	03/01/2010
	150	1.000	03/01/2010
	160	1.000	03/01/2010
	170	1.000	03/01/2010
	180	1.000	03/01/2010
	190	1.000	04/01/2010
	200	1.000	04/01/2010
	210	1.000	05/01/2010
	220	1.000	02/01/2011
	230	1.000	02/01/2011
	240	1.000	02/01/2010
	250	1.000	02/01/2011
	260	1.000	02/01/2011
	270	1.000	02/01/2011
	280	1.000	09/01/2010
	290	1.000	02/01/2011

**I.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)