

<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. (b) (2)	5. PROJECT NO. (if applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW (b) (6) Washington DC 20229	7. ADMINISTERED BY (if other than Item 6) Dept of Homeland Security Customs and Border Protection Office of Procurement - (b) (6) 1300 Pennsylvania Ave. NW Washington DC 20229
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) THE BOEING COMPANY (b) (6) CODE I35025133 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

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.

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

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 SIGNER (Type or print) (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah L. Smith Contracting Officer
15B. CONTRACTOR (Type or print) (b) (6)	16C. DATE SIGNED 3/28/07
15C. DATE SIGNED 3/28/07	16B. SIGNATURE OF CONTRACTING OFFICER (b) (6)

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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)@dhs.gov  
 and Mr. Vernon Cooper, Telephone (b) (6) email (b) (6)@dhs.gov .

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