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|---|----------------------------|--|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFF. DATE 06/06/2008 | 4. REQUISITION/PURCHASE REQ. NO. 0020035878 | 5. PROJECT NO. (If applicable) |
|---|----------------------------|--|--------------------------------|

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|--|--------------|---|------|
| 6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C 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 7.2C 1300 Pennsylvania Ave., NW Washington DC 20229 | CODE |
|--|--------------|---|------|

| | |
|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) THE BOEING COMPANY DBA/ BOEING 1215 SOUTH CLARK ST STE 600 ARLINGTON VA 22202-3292 | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO. X / HSBP1208J19751 |
| CODE 807414318 FACILITY CODE | 10B. DATED (SEE ITEM 13) 01/07/2008 |

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 type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) FAR 52.216-25 Contract Definitization (OCT 1997) |

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 definitize this Task Order, HSBP1208J19751 and to de-obligate funding. The subject order is modified as described in the following paragraphs.

1. The Government and The Boeing Company agree to definitize this Task Order (TO), HSBP1208J19751 for the following elements which together comprise the ceiling price of this Task Order; the Cost Plus Fixed Fee (CPFF):

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) Mark Williams - Senior Contracts Administrator | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M. L. McDaniel Contracting Officer |
|---|---|

| | | | |
|----------------|--------------------------------|-------------------------------|--------------------------------|
| (b) (6) | 15C. DATE SIGNED 06/05/2008 | 16B. SIGNED BY (b) (6) | 16C. DATE SIGNED 06/06/2008 |
|----------------|--------------------------------|-------------------------------|--------------------------------|

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation1. CONTRACT ID CODE
HSBP1208J197512. AMENDMENT/MODIFICATION NO.
P000033. EFF. DATE
06/06/20084. REQUISITION/PURCHASE REQ. NO.
0020035878PAGE OF PAGES
2 6

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

Cost (Without FCCOM)
 FCCOM
 Fixed Fee

(b) (4)

Total CPFF \$303,311,445.00

2. The funding for the TO is reduced as follows:

| | |
|----------------------|-------------------|
| Prior Funding: | \$333,308,000.00 |
| Decrease In Funding: | (\$19,996,555.00) |
| | ----- |
| Total Funding: | \$313,311,445.00 |

3. Funding for Accounting and Appropriation Information Item Number 00020 is reduced by \$19,996,555.00 to \$313,311,445.00.

4. This TO remains funded at \$313,311,445.00, however the Contractor is not authorized to exceed the Total CPFF of \$303,311,445.00. The \$10,000,000.00 funding that remains obligated but not authorized for expenditure is reserved for an anticipated change in the scope of work for the TO to modify the Bill of Materials to include bollard caps required for certain fence types and approximately (b)(4), (b)(7)(C) of the wire mesh for construction projects that was not included in The Boeing Company's proposal of April 24, 2008.

5. The above Total CPFF does not include gross receipt taxes from state or local agencies. The Contractor agrees to use its best, bona-fide efforts to invoke the doctrine of sovereign immunity and the Supremacy Clause of the Constitution (U.S. Cont. art VI, cl. 2) to avoid payment of such taxes to its subcontractors that supply steel and steel mesh. Should the Contractor be unsuccessful in its efforts, and should such costs meet the criteria for reimbursement specified under FAR 52.126-7 Allowable Cost and Payment, the Contractor is authorized to request payment of such taxes under the Subpart 16.3-Cost-Reimbursement Contracts and the Government agrees to consider such a request(s).

6. The Contractor shall provide all the supplies and services necessary to implement Supply and Supply Chain Management in accordance with the attached Statement of Work (SOW) provided as Attachment (1). This SOW replaces the Statement of Requirements (SOR) provided in the Letter TO of January 7, 2008. The Contractor's technical and cost proposal proposals, Analysis of Alternatives, and updates to the Analysis of Alternatives are hereby not incorporated by reference; the SOW completely specifies the scope of work for this TO.

7. Government Furnished Information (GFI) is furnished with the modification.

| | | | | |
|--|----------------------------|--|---------------------------------------|------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation | | | 1. CONTRACT ID CODE HSBP1208J19751 | |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFF. DATE 06/06/2008 | 4. REQUISITION/PURCHASE REQ. NO. 0020035878 | PAGE OF 3 | PAGES 6 |

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

The baseline configuration for materials is specified in Attachment (2) the Bill of Materials (BOM) entitled (b) (7)(E) which was originally transmitted to the Contractor on February 2, 2008 as adjusted to replace (b) (7)(E) wire mesh panels with the (b) (7)(E) size for the PV-2 fence. The Contractor is authorized to purchase ten percent (10%) additional material for the milage indicated in Attachment (2). The PF225 project schedule dated March 25, 2008 was provided as GFI to the Contractor on March 31, 2008. The Government did not furnish the Contractor with a schedule for the VF300 project, however deliveries are planned for June, July, and August 2008.

8. The Contractor is authorized to invoice for Pre-Contract Costs as stipulated in Letter Contract Clause A.2 Pre-Contract Costs in the amount not to exceed \$580,000.00. The Contractor shall identify such costs as such on any invoice(s) submitted.

9. The Contractor is authorized to invoice twice a month, and payment is due by the Government within 21 days.

10. Earned Value Management, as specified in Clause H.9 of Contract HSBP1006D01353, is not required under this Task Order.

11. Insert the Federal Acquisition Regulation clause 52.246-15 Certificate of Conformance (APR 1984) in Section A.

12. Insert the Homeland Security Acquisition Regulation clause 3052.216-74 Settlement of Letter Contract (DEC 2003) in Section A.

13. The cognizant Contract Administration Office (CAO) for this TO is the US Customs and Border Protection, SBI Acquisition Office, 1300 Pennsylvania Avenue NW, Suite 7.2 A, Washington, DC 20229.

14. The changes, clauses, terms, and conditions specified in this modification apply to Task Order HSBP1208J19751 exclusively, and shall not be construed to apply or not apply to any other existing or planned Task Order under Contract HSBP1006D01353.

15. Except as stated herein, all other terms and conditions in Task Order HSBP1208J19751 remain in full force and effect.

[End of Modification]

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA HSBP1208J19751, MODIFICATION P00003**

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00020 6100.2525USCSGLCS0900009000Z00007173SB03 SB4002525 Amount \$313,311,445.00

SCHEDULE OF SUPPLIES/SERVICES

| | | | | |
|--------------------|-------------------------|--|------------------|------------------|
| Item Number: | 00020 | Line Item (Priced/Information/Option): | P | |
| Supplies/Services: | Supply Chain Management | | | |
| | Qty | Unit | Unit Price | Ext. Price |
| | 1 | AU | \$313,311,445.00 | \$313,311,445.00 |

Total Funded Modification Value This Action: (\$19,996,555.00)

Total Funded Contract Value: \$313,311,445.00

Total Authorized NOT TO EXCEED: \$303,311,445.00

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
Secure Border Initiative Tactical Infrastructure PMO
1300 Pennsylvania Ave NW
Ronald Reagan Federal Building, Room 7.5C
Washington DC 20229

Instructions:

| Item | Quantity | Delivery Date |
|-------|----------|---------------|
| 00020 | 1 | 12/31/2008 |

A.1 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- (d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____
Signature: _____
Title: _____

[End of Clause]

A.2 3052.216-74 SETTLEMENT OF LETTER CONTRACT (DEC 2003)

- (a) This contract constitutes the definitive contract contemplated by letter contract HSBP1208J19751 issued on January 7, 2008. It supersedes the letter contract and its modification numbered P00002 AND P00003. To the extent there are inconsistencies between the definitive contract and the letter contract, the former governs.
- (b) The cost(s) and fee(s), or price(s), established in this definitive contract represents full and complete settlement of letter contract HSBP1208J19751 and modification numbered P00002 AND P00003. Payment of the fee agreed upon or profit withheld pending definitization of the letter contract, may start immediately at the rate and times stated within this contract.

[End of Clause]

Attachment (1)

STATEMENT OF WORK FOR

TASK ORDER HSBP1208J19751

Supply and Supply Chain Management (SSCM)

Supply and Supply Chain Management

| | |
|--|----------|
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Supply and Supply Chain Management (SSCM)

1.0 Introduction and Purpose

Achieving operational control of the border of the United States of America (USA) is one of the key mission objectives of the Department of Homeland Security (DHS) and specifically, the U.S. Customs and Border Protection (CBP). Managing, securing, and controlling the border requires determining the optimum mix of personnel, technology, infrastructure, and response platforms to achieve maximum tactical and strategic advantage in each unique border environment. The objective is to significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border. The Secure Border Initiative (SBI) within DHS is expected to develop and implement, in partnership with private industry, an integrated comprehensive solution and capability to secure U.S. borders.

Within SBI, the Tactical Infrastructure (TI) Program Management Office has been established to acquire, maintain and sustain all TI for CBP. TI is designed to impede the illegal entry of individuals into the USA and support border enforcement operations. TI includes, but is not limited to barrier systems, fencing, lighting and deterrence systems, roads, including access roads, patrol roads and drag roads, drainage structures, bridges and marine facilities including boar docks.

The Boeing Company (Contractor) will furnish to the Government all labor, services, personnel, and data, as identified in this document, required to accomplish the work efforts and perform engineering and technical tasks to implement an effective and efficient Supply and Supply Chain Management solution enabling the successful execution of the Pedestrian Fence (PF) PF225 and Vehicle Fence (VF) VF300 projects.

The Baseline SSCM Program entails providing an agreed to Bill of Material (BOM) by Fence Type and coordinating transportation from TBD steel distributors and mesh suppliers to United States Army Corps of Engineers (USACE) Multiple Award Task Order Contract (MATOC) contractors for the projects within the Boeing scope per the construction schedule. (See Attachment VF300 and PF225 Project Schedules)

2.0 Baseline SSCM Tasks

2.1 Project Management (WBS 8.1, 8.4, 1.5)

The Contractor shall establish a Project Office and perform the following activities in support and performance of the SSCM Project:

2.2.1 Is responsible for all aspects of the development and implementation of SSCM and acts as a single point of contact;

2.1.2 Interfaces with all areas affected by the project including end users, CBP and USACE;

2.1.3 Defines project scope and objectives;

2.1.4 Develops detailed work plans, schedules, project estimates, resource plans, and daily activity reports and metrics, including for example: material in stock by BOM item at vendor (pieces); deliveries scheduled by day (moving window of 2-4 weeks for planning); material

Attachment (1)

pickups made that day (by site map id); and, material pickups cancelled/carrier no show (by map site ID); rescheduled material pickups (report original pickup date and new scheduled date by map ID); Contractor shall submit project management plan (CDRL L001) 2 weeks after contract definitization;

- 2.1.5 Conducts project meetings and is responsible for project tracking and analysis;
- 2.1.6 Ensures adherence to quality standards and reviews project deliverables;
- 2.1.7 Provides technical and analytical guidance to project team;
- 2.1.8 Recommends and takes action to direct the analysis and solutions of problems.
- 2.1.9 Accumulation, analysis and dissemination of program metrics;
- 2.1.10 Provides project coordination and administrative support;
- 2.1.11 Performance Metrics development, collection, publishing and analysis;
- 2.1.12 Risk Management Activities (WBS 8.4); and,
- 2.1.13 Configuration & Data Management (WBS 1.5).

2.2 Material (Asset) Management (WBS 5.7)

The Contractor shall provide the management of Materials Requirements Planning (MRP) requirements through the life cycle of the Bill of Material as well as supply chain oversight from production origination to MATOC provided transportation to ensure required continuous material flow.

Upon CBP submittal to the Contractor of a new requirement(s) to the Bill of Material (BOM), the Contractor shall update the BOM and manage changes via their change management process. The Contractor shall provide CBP with an updated BOM as CDRL L002 after appropriate required action is taken to reflect the CBP directed changes. At a minimum, the Contractor shall provide CBP a complete contractor BOM upon contract definitization and then as required to reflect changes.

2.3 Supplier Management & Procurement (WBS 8.3)

The Contractor shall provide the resources required to perform supplier management activities for the project. Supplier Management (SM) shall provide sourcing and subcontracting for the SSCM program utilizing the Contractor's SM best practices. Supplier Management develops, monitors, and manages the integration of supplier tasks. Supplier Management shall provide oversight of all subcontract activities, track and review supplier deliverables, and report supplier performance for the project.

2.4 Transportation Management (WBS 9.0)

The Contractor shall coordinate the transportation of material from the steel distributor and mesh suppliers to USACE MATOC contractors for the projects within the Boeing scope per the agreed to MATOC Contractor pick-up schedules.

2.5 Quality Assurance (WBS 8.7)

The Contractors' Quality Assurance Integrated Product Team (IPT) shall establish and maintain a Quality Management System (QMS) that complies with ISO 9001-2000 Supplier Management Quality activities to include early Supplier interaction through Source Selection, Initial Visits, application of appropriate Quality requirements to Purchase Contracts, and the development of Quality Surveillance Planning. Component level verification, product and process inspection,

Attachment (1)

and support to product acceptance and delivery activities will be provided at each production site. The Quality Assurance IPT shall perform its work in accordance with Boeing common processes and procedures, which include control of non-conforming products, and Preventive and Corrective Action.

2.6 Reserved

2.7 Reserved

2.8 Cost & Schedule Management (WBS 8.2)

The Contractor shall perform business management activities to manage cost and schedule for the project. Boeing shall establish and provide a schedule plan and a budget plan for the project and use the plan and budget to manage and report the status of the project. The baseline will be reviewed with the SBI PMO for concurrence, but a full IBR is not intended. The labor performance plan will be managed via a task execution plan (TEP). Expenditures and commitments to date by major category, as well as what has been invoiced and funding projections will be managed with a Funds and Man-hour Expenditure Report (FAMER). The Contractor shall also provide material procurement status details as part of this report. Financial status will be reported monthly in accordance with CDRL L003.

2.9 Contracts (WBS 8.2)

The Contractor shall designate a Contracts Administrator as the single point of contact for contractual matters. The Contract administrator shall have the responsibility and authority to represent and commit the Contractor's organization on contract-related program topics. The Contracts administrator shall perform general contract administration support during the period of performance of the contract. The administrator shall serve as the customer focal point for contractual matters. The administrator shall support program reviews and meetings.

3.0 Contract Data Requirements List (CDRL)

| CDRL Number | CDRL Name | Delivery | Data Item Description (DID) |
|--------------------|-------------------------|--|------------------------------------|
| L001 | Program Management Plan | 2 Weeks After Task Order Definitization | Contractor Format |
| L002 | Bill of Materials | 1) 2 Weeks After Task Order Definitization 2) 1 Week After Government Requested Changes | Contractor Format |
| L003 | Financial Status Report | Monthly | Contractor Format |

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