AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	06/13/2007	0020027321	

6. ISSUED BY CODE 7014

Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave NW
NP 1310
Washington DC 20229

7. ADMINISTERED BY *(If other than Item 6)* CODE

Dept of Homeland Security
Customs and Border Protection
Office of Procurement - NP 1310
1300 Pennsylvania Ave. NW
Washington DC 20229

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)*

X **10A. MODIFICATION OF CONTRACT/ORDER NO.** HSBP1006D01353 / HSBP1007J14218

10B. DATED *(SEE ITEM 13)* 01/12/2007

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.)*

The purpose of this modification is to definitize by bilateral agreement this Task Order, HSBP1007J14218, in accordance with FAR 52.216-25 Contract Definitization (Oct 1997), fully fund this task order, and substitute the HSBP1007J14218 Phase I (9 Mile Segment) Warranty specified herein for the warranty specified in Contract HSBP1006D01353 I.35, 52.246-19 Warranty of Systems and Equipment Under Performance Specifications or Design Criteria (MAY 2001) Modified and as required in the task order's Performance Work Statement as deliverable ID number C046.

The subject order is hereby modified as described in the following paragraphs.

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)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
(b) (6) [redacted]	8/2/07	TIFFANY T. HIXSON (b) (6) [redacted]	07/26/07

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

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

1. The Government and The Boeing Company agree to definitize this Task Order, HSBP1007J14218, in accordance with FAR 52.213-25 Contract Definitization (Oct 1997) for the following elements which together comprise the Cost Plus Fixed Fee (CPFF) ceiling price of this Task Order:

Cost (Without FCCOM): (b) (4) [redacted]
FCCOM: (b) (4) [redacted]
Fixed Fee: (b) (4) [redacted]
Total CPFF: $16,563,376.00

2. To provide additional funding(See Section: A, Attachment Information) and thereby fully fund the Task Order:

Prior Funding: $14,930,128.00
Increase In Funding: $1,633,248.00
Total Funding: $16,563,376.00

3. To substitute, for this Task Order only, the Warranty specified below for the flow down warranty specified in Contract HSBP1006D01353 I.35, 52.246-19 Warranty of Systems and Equipment Under Performance Specifications or Design Criteria (MAY 2001) Modified and as required in this Task Order's Performance Work Statement as deliverable ID number C046.

HSBP1007J14218 PHASE I (9 MILE SEGMENT) WARRANTY

A. Unless otherwise agreed to in writing by the parties, Contractor warrants that the work shall be performed in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best standard practices; shall be free from defect in workmanship and material; and shall conform with all provisions of this contract, including, but not limited to, all specifications and drawings.
B. The provisions of this warranty, together with any applicable warranties and guarantees of Contractor's subcontractors and suppliers shall survive inspection, test and acceptance of and payment for the work performed hereunder.
C. Except for latent defects, fraud or such gross negligence of Contractor as amount to fraud, notice of any defect or nonconformity may be given by the Government to Contractor at any time prior to the expiration of one (1) year after final acceptance by the Government of such work. Contractor shall promptly perform all work required to correct such defects or nonconformities by replacement or repair, as the Government may direct, all at Contractor's sole cost and expense.
D. All defective or nonconforming materials, which the Government requires to be replaced, shall be removed promptly from the site of the work by Contractor and

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

at its sole expense.

E. Work required to be corrected or replaced shall be subject to the provisions of this Paragraph in the same manner and to the same extent as when such work was initially presented for final acceptance. The Government's right to require Contractor to repair or replace any defective or nonconforming work shall be in addition to any other rights the Government may have for Contractor's breach of warranty and shall not be considered as an exclusive remedy.

4. The changes, clauses, terms, and conditions specified in this modification apply to Task Order HSBP1007J14218 exclusively, and shall not be construed to apply or not apply to any other existing or planned Task Order under HSBP1006D01353.

[End of Modification]

ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA HSBP1007J14218 , MODIFICATION P00003

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00050	Line Item (Incremental Funding for Estimated CPFF)		
Supplies/Services:	Project 37/BMGR - Services			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	$326,650.0000	$326,650.0000
Item Number:	00060	Line Item (Incremental Funding for Estimated CPFF)		
Supplies/Services:	Project 37/BMGR - Equipment			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	$1,306,598.0000	$1,306,598.0000
Total Funded This Action:				$1,633,248.0000

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00050 6100.2525USCSGLCS0900009000Z00006443SB03 SB3002525 **Amount** $326,650.0000

Item: 00060 6999.3192USCSGLCS0900009000Z00006443SB03 SB3003192 **Amount** $1,306,598.000

DELIVERY SCHEDULE

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Deliver To:

Customs and Border Protection
Secure Border Initiative (SBInet)
1300 Pennsylvania Ave NW Rm 7.5
Ronald Reagan Federal Building
Washington DC 20229

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00060	1	04/30/2007		

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Deliver To:

Customs and Border Protection
Secure Border Initiative (SBInet)
1300 Pennsylvania Ave NW Rm 7.5
Ronald Reagan Federal Building
Washington DC 20229

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00050	1	04/30/2007		