

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE HSBP1208119751	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. P00008	3. EFF. DATE 09/18/2008	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	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	CODE DC 20229
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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)	99. AMENDMENT OF SOLICITATION NO.
10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208119751	10B. DATED (SEE ITEM 13) 08/29/2008

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.

- X 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. FAR Subpart 43.2
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, 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)

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 is to (1) implement a No-Cost Change to reflect the Fence Project K-1A and K-1B changes; and, (2) change the Contracting Officer's Technical Representative (COTR) on this task order from (b)(6) to (b)(6). The following paragraphs describe the specific actions taken with this modification.

- As authorized by Federal Acquisition Regulation Subpart 43.2-Change Orders, the Government hereby issues the following change order for task order HSPB1208119751 with respect to Fence Projects K-1A and K-1B:

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.

(b)(6)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M. L. McDaniel Contracting Officer	16C. DATE SIGNED 18 Sep 2008
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation

1. CONTRACT ID CODE
HSBP1208J19751

2. AMENDMENT/MODIFICATION NO. P00008	3. EFF. DATE 09/18/2008	4. REQUISITION/PURCHASE REQ. NO. 0020035878	PAGE OF 2	PAGES 2
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. Change K-1A design from PV-2 to PV-3. (1.07 miles) The required panels are:

(i.) Welded Wire Mesh, 4 Gauge, ASTM 2453, Type 2 (uncoated wire and no zinc coating, complying with ASTM A853, grade 1006, 70000 psi minimum), 3" x 3/4" c/c grid with nominal 2-3/4" x 1/2" clear, wire orientation 3/4" x 3" Size: 9'-9 3/4" w x 12'-0 3/4" lg. Quantity: 588.

(ii.) Welded Wire Mesh, 4 Gauge, ASTM 2453, Type 2 (uncoated wire and no zinc coating, complying with ASTM A853, grade 1006, 70000 psi minimum), 3" x 3/4" c/c grid with nominal 2-3/4" x 1/2" clear, wire orientation 3/4" x 3" Size: 6'-9" w x 9'-9 3/4" lg. Quantity: 1,170.

B. Delete segment K-1B from the required work.

C. Delete 30,000 linear feet from the total work.

2. Effective September 4, 2008, Mr. (b) (6) is replaced as CONTR by Mr. (b) (6) : (b) (6), (b) (6) @dhs.gov. A copy of the letter of CONTR appointment for (b) (6) is attached to this modification as Attachment (1).

3. Except as stated herein, all other terms and conditions in TO HSBP1208J19751 remains in full force and effect.

[End of Modification]



U.S. Customs and Border Protection

Date: September 4, 2008

To: (b) (6)

From: Contracting Officer, M. L. McDaniel

(b) (6)

Subject: Appointment of Contracting Officer's Technical Representative (COTR) In support of Task Order HSBP1208119751 under Contract HSBP1006D01353

In accordance with the procurement policies and procedures contained in the Department of Homeland Security Acquisition Manual (HSAM), a Contracting Officer's Technical Representative (COTR) shall be designated to monitor contract performance and other contract administration duties associated with the award of a formal contract.

You are hereby appointed as the COTR in connection with the technical phases of Task Order HSBP1208119751 under Contract HSBP1006D01353 for U.S. Customs and Border Protection (CBP).

A. DESIGNATION OF COTR

This COTR appointment applies only to the contract noted above and is effective on the acknowledgement date of this letter. This appointment may be terminated by the Contracting Officer based upon your reassignment, at completion of the contract, or upon termination of contract performance.

Designated COTR appointment changes will be made, as the need arises, by written modification to the contract and receipt of COTR acknowledgment from a newly appointed COTR.

The designation does not change or supersede the established line of authority and/or responsibility of any organization.

B. SCOPE AND SPECIFIC RESPONSIBILITIES

This designation is specifically limited to the responsibilities and authority contained herein and does not serve to confer authority to grant deviation from contract provisions. Extreme care should be taken by the COTR in the preparation of instructions to the Contractor to insure that subject matter does not alter the terms and conditions of the contract.

COTRs must be cognizant of specific responsibilities including, but not limited to, the following:

1. Ensuring contractor employee completion of DHS Form 11000-6, Non-Disclosure Agreement when determined appropriate. (Refer to DHS Management Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information);

2. Monitoring the contractor's performance of the technical requirements to assure performance is strictly within the scope of the contract;
3. Confirming all significant technical instructions to the contractor;
4. Providing suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor;
5. Coordinating with the Contracting Officer and program office actions relating to funding and changes in the scope of work;
6. Assuring changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes;
7. Assuring prompt review of draft reports and approval of final reports to the contractor to assist with meeting the specified completion date of the contract, and assuring prompt inspection and acceptance, or rejection of deliverable. Acceptance or rejection of deliverables may be made by the COTR or designated representative. Rejection of deliverables must be coordinated with the Contracting Officer for disposition of a modified delivery schedule in accordance with the terms and conditions the contract;
8. Maintaining a contract working file;
9. Referring to the Contracting Officer those matters, other than purely technical problems which may affect contract performance;
10. Informing the Contracting Officer when the contractor is known to be behind schedule, with the reasons therefore, and coordinating with the Contracting Officer corrective action(s) necessary to restore the contract schedule;
11. Furnishing to the Contracting Officer a copy of Government contractor conference reports and correspondence and coordinating with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may become the basis for a claim;
12. Obtaining the Contracting Officer's signature on all correspondence requiring specific contractor performance (except as stated in the contract terms and conditions) and furnishing a copy to the Contracting Officer for the official contract file;
13. Requesting the Contracting Officer to authorize government-furnished property and, when requested by the Contracting Officer, furnishing disposition advice on government-furnished property or contractor-acquired property;
14. Monitoring financial management controls with respect to the allocation of appropriated dollars under the designated contract;
15. Evaluating the contractor's performance at the time work under the contract is completed or at each option year, if the contract exceeds one year;

16. Reporting to the Contracting Officer and legal counsel any suspected procurement fraud, waste, abuse, bribery, conflicts of interest, and other improper conduct;
17. Reviewing and submitting recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor;
18. Ensuring that the contractor submits proper security clearance forms, as required by the contract, and coordinating with the appropriate office(s);
19. Assuring the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required;
20. Coordinating CBP Form 242, Contractor Employee Separation Clearance to ensure that proper CBP offices are notified of departing contractor employees during contract performance and at contract conclusion. This action facilitates collection of badges, cancellation of systems access and security clearance;
21. Recommending approval or disapproval to the Contracting Officer concerning a contractor's request for public release of information regarding work being performed under the contract;
22. Notifying the Contracting Officer of inventions by the contractor during the performance of the contract;
23. Furnishing the Contracting Officer with a formal request for termination, when required;
24. Evaluating contractor requests for travel;
25. Reviewing contractor invoices for accuracy of work completed in accordance with contract requirements and certifying acceptance or rejection; and
26. Responding to Contracting Officer's requests for information relating to contract closeout, including furnishing the Contracting Officer with notice of satisfactory or unsatisfactory completion.

C. EXCLUSIONS FROM COTR RESPONSIBILITIES

The COTR is expressly excluded from performing or being responsible for the following:

1. Making commitments or promises to the contractor relating to award of contracts;
2. Writing contract requirements around the product or capacity of one source;
3. Soliciting proposals;
4. Modifying the stated terms of the contract;
5. Directing the contractor to begin work prior to the contract award date;
6. Issuing instructions (oral or written) to the contractor to start or stop work;

7. Approving items of cost not specifically authorize by the contract;
8. Directing changes (oral or written);
9. Executing supplemental agreements;
10. Negotiating;
11. Rendering a decision on any dispute or question of fact under the Disputes clause of the contract;
12. Taking any actions with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as requested;
13. Authorizing delivery or disposition of government-furnished property not specifically authorized by the contract;
14. Providing guidance to the contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract; and
15. Discussing procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.

Violation of the foregoing may give the appearance that the Government is not acting in good faith. Commitments made to Contractors by other than the duly appointed Contracting Officer(s) can result in formal protests by other companies, embarrassment to the Department and Agency involved, criticism by the General Accounting Office and possible monetary loss to the individual and firm involved.

Acknowledgement: Designation of Contracting Officer's Technical Representative (COTR) In support of Task Order HSBP1208J19751 under Contract HSBP1006D01353.

Signature

(b) (6)

Name: (b) (6)

Title: Director of Projects, Secure Border Initiative—Tactical Infrastructure

Date:

09/04/08

The COTR shall retain one copy of this letter, and shall return one copy to the Contracting Officer within 10 days of receipt, for placement in the contract file.