

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
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2. AMENDMENT/MODIFICATION NO. A0007	3. EFF. DATE 07/26/2006	4. REQUISITION/PURCHASE REQ. NO. 0020020365	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington	CODE 7014 DC 20229	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection Office of Procurement - NP 1310 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 5301 Bolsa Avenue Huntington Beach, CA 92647	X	9A. AMENDMENT OF SOLICITATION NO. HSBP1006R0463
		9B. DATED (SEE ITEM 11) 04/11/2006
		10A. MODIFICATION OF CONTRACT/ORDER NO. /
		10B. DATED (SEE ITEM 13)

CODE 3G3L3	FACILITY CODE AC
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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 1 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).
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 Amendment is to:

1. Provide standardized Government Work Breakdown Structure formats for the offerors' use in mapping the previously submitted proposal pricing for their Concept of Operations Rough Order of Magnitude, Management Plan Task, Tucson Sector Task, and Offeror's Proposed Task;
2. Provide a standardized Assumption format for the offerors to submit in one place all Assumptions currently located throughout their submitted proposals and provide a standardized Exception format for the offerors to submit in one place all Exceptions currently located throughout their submitted proposals;

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) Z. Joseph Szydlak, Contracts Management Advanced Systems, IDS The Boeing Company	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah L. Smith Contracting Officer
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15B. CONTRACTOR/OFFEROR (b) (6)	15C. DATE SIGNED 8/2/06	16B. DATE SIGNED (b) (6)	16C. DATE SIGNED 9-18-06
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Pursuant to FAR 53.110, Continuation Sheets, Offeror has prepared this continuation sheet for Block 14, Acknowledgement of Amendments, for the below-noted Amendments.

14. ACKNOWLEDGMENT OF AMENDMENTS (Continued)

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
A0005	5/23/2006	A0006	5/24/2006
A0007	8/02/2006		

(b) (6)

9-12-06

Pursuant to FAR 53.110, Continuation Sheets, Offeror has prepared this continuation sheet for Block 14, Acknowledgement of Amendments, for the below-noted Amendments.

14. ACKNOWLEDGMENT OF AMENDMENTS (Continued)

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
A0005	5/23/2006	A0006	5/24/2006

(b) (6)

9-12-06

HSBP1006D01353 BOEING 714-896-1900

SL 248-3
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(b) (6)

CS:

(b) (6)

CO: DEBORAH SMITH.

COTR: (b) (6)

Clauses for cost reimbursement and fixed price contracts are in this vehicle.
Non-Personal Services.
Meetings and Conferences will not be separately billed.
Davis Bacon compliance clauses – No labor wage determination.
Service Contract Act compliance clauses – No labor wage determination.
Walsh Healey Act compliance clauses.

1. Order for: Resources necessary to support the provision of supplies and services required to achieve objectives stated in the SOW and to support the contractor's proposal as modified by the oral presentation dated 8/18/06, and the final proposal revision, dated 8/25/06 incorporated in the contract folder.

Supplies and services to provide 6,000 miles of secure U.S. border.

Travel and ODC incidental to performance of TO/DO or incurred at the direction of the Govt. will be reimbursed for their actual cost.

(b) (5)

No fee allowable to subcontractor except for small businesses, protégés in the mp program, subs under competitive awarded FFP or commercial items.

(b) (5)

Maximum quantity: "Full panoply of supplies and services to provide 6000 miles of secure U.S. border. A mile of secure US border is a mile in which CBP can consistently detect, identify, and classify, respond to, and appropriately resolve substantially all illegal border crossings. Order limitations clause (P.43) has different maxima (single item no more than \$5 billion or order for combination of items in excess of \$8 billion.

POP: 9/18/06-9/17/09 plus any exercised options (three available).

(b) (5)

3. Prior authorization from the CO is needed before additions, deletions, or changes in subcontract/consultant arrangement entered into for performing this effort.

(b) (5)

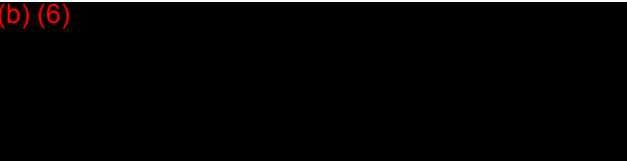


5. Key Personnel or Facilities:

(b) (6) [redacted] SBInet Program Manager

(b) (6) [redacted] Deputy (b) (6)

(b) (6) [redacted] SBInet De [redacted]



(b) (6) Chief Systems Engineer
(b) (6) Syst. Eng. And Integration Mgr.
(b) (6) Chief Architect
(b) (6) Quality and Mission Assurance Mgr.
(b) (6) Supplier Management and Procurement (SM&P) Manager
(b) (6) Operations Director
(b) (6) Project Manager, Tucson Sector.
(b) (6) Life Cycle Cost Manager.
(b) (6) Contract Manager
(b) (6) L3 Communications SBInet program manager
(b) (6) Kollsman SBInet Program Manager.
(b) (6) DRS SBInet Program Manager.

6. Determination of Award Fee: Contractor performance will be evaluated at the end of specified period to determine amount of award. (unilateral decision of the government), according to a performance evaluation plan. Contractor will be periodically informed of the quality of its performance and areas of expected improvements. Contractor will be promptly advised, in writing, of determinations and reasons why award fee was not earned. Contractor may submit a performance self-evaluation for each evaluation period. Amount of award is at sole discretion of the government but any self-evaluation received within 30 days after the end of the current evaluation period will be given such consideration as may be deemed by the government. The government may specify that a fee not earned during a given evaluation period may be accumulated and available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.
7. Distribution of Award Fee: Total amount is to be determined. Payment of the base fee and award fee shall be made provided that after payment of 85% of the base fee and potential award fee, the government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the government considers necessary to protect its interest. This reserve shall not exceed 15% of the total base fee and potential award fee or \$100,000 whichever is less. In the event of contract termination, either in whole or part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Govt. The Govt. will promptly make payment of any award fee upon the submission by the contractor to the CO's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.
8. Security Procedures:
 - a. Comply with CBP Adm, physical, technical security controls.
 - b. ID badges

- c. Security Background Data: Employees not to begin work until the Background Investigation is completed with CBP approval. Exceptions on a one-by-one. Failure to provide cleared personnel will be grounds for termination unless contractor can provide replacements. ETA investigation; 90-120 days.
- d. Notification of personnel changes should be given no later than one work day after they occur.
- e. Separation: The contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs form 242 which covers contractor employees who depart while contract is still active or in final completion.
- f. General Security responsibilities: Ensure that its employees follow the general procedures governing physical, environmental, and information security.
- g. Contractor employees may be required to execute non-disclosure agreement in order to have access to sensitive or unclassified information.