

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00022	3. EFF. DATE 7/31/09	4. REQUISITION/PURCHASE REQ. NO. 0020034599	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 7.2A-B 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
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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 22202-3259 CODE 807414318 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J19363
	10B. DATED (SEE ITEM 13) 04/10/2009

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties.
<input type="checkbox"/>	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.)
This supplemental agreement definitizes the Rapid Application Development/Joint Application Development (RAD/JAD) proposal resulting from Negotiations dated July 8, 2009.

See Page Two.

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)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald O. Ortega Contracting Officer
	16C. DATE SIGNED 7/31/09

This supplemental agreement definitizes the Rapid Application Development/Joint Application Development (RAD/JAD) proposal resulting from the Negotiations dated, July 8, 2009, as a Cost-Plus-Fixed-Fee CLIN. The period of performance is from July 31, 2009 to February 26, 2010. The task order is amended as follows:

- 1. CLIN 0007 is created to support the RAD/JAD effort in accordance with the following:

Software and System Development Environment

The Contractor shall use the established C3I development environment to support C3I requirements, architecture, data, communications, testing, implementation, and sustainment trade studies. Included in this environment will be sufficient software development tools for developing software and system interfaces. The environment shall be capable of demonstrating the performance of alternative approaches (through the use of prototypes and collaborative sessions) to SBInet C3I functionality.

Collaborative Sessions

The Contractor shall utilize the established development facility to conduct no more than 3 collaborative (i.e. RAD/JAD) sessions with C3I COP stakeholders, CBP agents, and officers. These sessions shall normally be held at the contractor's Mesa facility. However, at the Government's request, collaborative sessions may be conducted at another Boeing facility.

Demonstrations and Walk-throughs

The Contractor shall support no more than 5 software demonstrations for the period of performance. These demonstrations shall normally be conducted at the contractor's Crystal City, VA facility known as "CPK 5." However, at the Government's request, demonstrations may be held at another Boeing facility. The contractor shall also provide technical and logistical support at the CPK 5 facility for agent-COP familiarization and demonstration preparation.

- 2. Settlement Value is: **(b) (4)**
Price: \$415,416

- 3. The following CLINs Target value are revised as follows:

- CLIN 0007 is increased by \$415,416, from \$0 to \$415,416.
 - CLIN 0004A is decreased by \$415,416 from \$8,711,008 to \$8,355,592.

- 4. The following CLINs funding value are revised as follows:

- CLIN 0007 is funded at \$415,416 from \$0 to \$415,416.
 - CLIN 0004A funding is decreased by \$415,416 from \$3,074,943 to \$2,659,527.

- 5. All other terms and conditions remain unchanged.