

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00007		3. EFF. DATE 01/30/2009	4. REQUISITION/PURCHASE REQ. NO. 0020036108	5. PROJECT NO. (if applicable)	1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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 22202-3259		9A. AMENDMENT OF SOLICITATION NO.
CODE 807414318		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J20165
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		10B. DATED (SEE ITEM 13) 08/16/2008

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:
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.)
See following page.

(b) (6)
(b) (6)

Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Judith A. Simpson

15C. DATE SIGNED
1/30/09

(b) (6)

16C. DATE SIGNED
1/30/09

PREVIOUS EDITION UNUSABLE

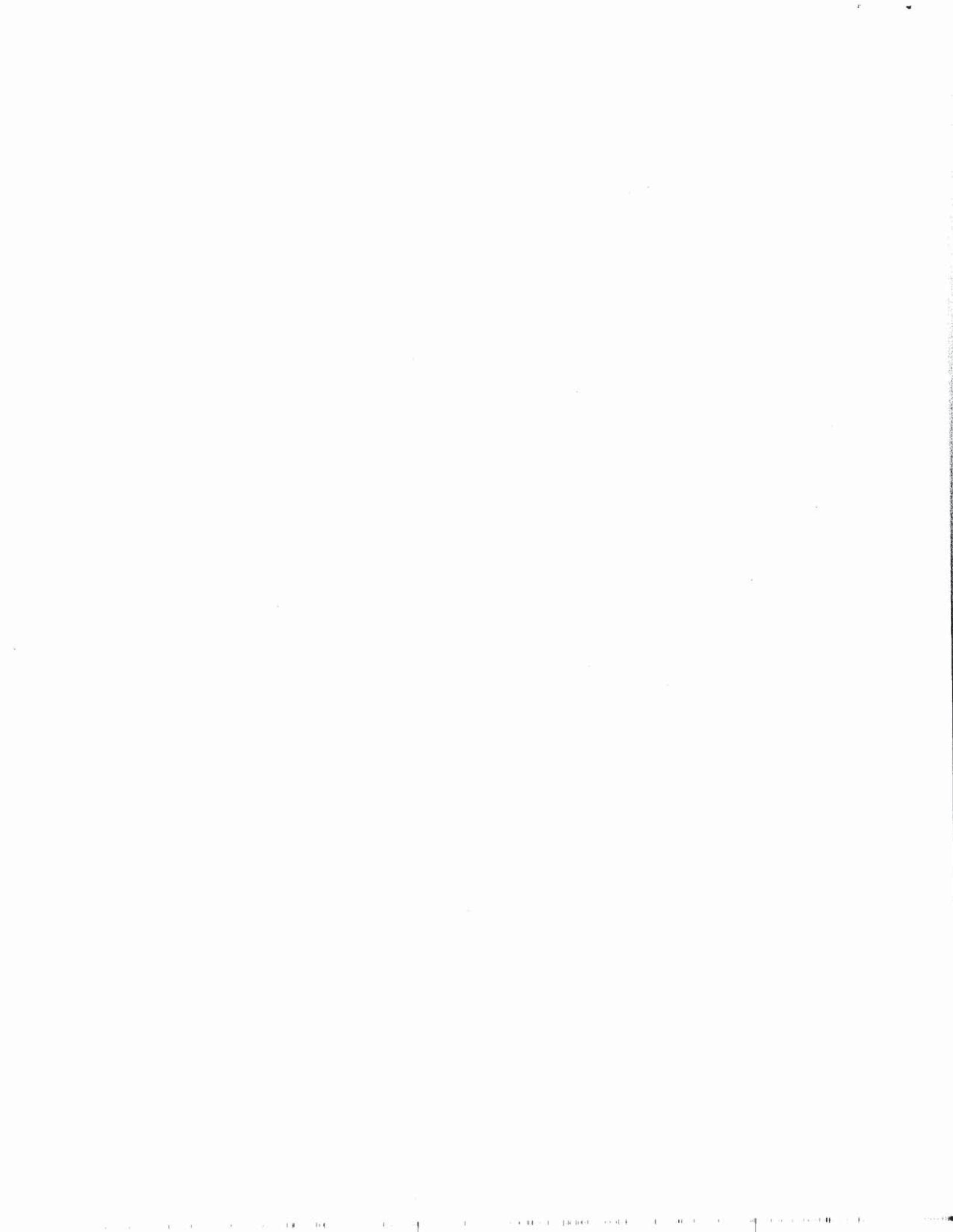


In order to modify Task Order HSBP1208J20165, the following changes are made:

1. CLINS 0003C and 0003D are added as follows:

CLIN	Description	Estimated Cost (NTE)	Fixed Fee
0003C	Mobile Surveillance System (MSS) Spares/Repair Parts	(b)	(4)
0003D	Labor for MSS Repairs	(b)	(4)

2. The Contractor shall provide staff to repair MSS-N and MSS-T units, not covered under warranty, as required, at the following locations:
 - a. Tucson SBInet / Boeing Primary Support Facility (PSF);
 - b. Yuma Border Patrol Sector/Station repair facilities – personnel shall be based at Tucson SBInet / Boeing PSF and dispatched on an as required basis to the selected repair location;
 - c. El Paso Border Patrol Sector/Station repair facilities – personnel shall be based at Tucson SBInet / Boeing PSF and dispatched on an as required basis to the selected repair location;
 - d. Detroit Border Patrol Sector repair facilities – personnel shall be based at Tucson SBInet / Boeing PSF and dispatched on an as required basis to the selected repair location;
 - e. Swanton Border Patrol Sector repair facilities – personnel shall be based at Tucson SBInet / Boeing PSF and dispatched on an as required basis to the selected repair location.
3. The Contractor shall develop and document, for Government review, approval and acceptance, full functional tests for MSS-T and MSS-N:
 - a. Pre-repair maintenance requirements analysis;
 - b. Post repair acceptance.
4. The Contractor shall conduct full functional tests in accordance with the tests developed in 3 above on all MSS-N and MSS-T units under the Contractors cognizance for repair.
5. When requested by the Government, the Contractor shall provide for travel of repair staff from the SBInet/Boeing PSF to selected sites for the purpose of MSS-N and MSS- T full functional test and MSS-T and MSS-N repair.
6. When requested by the Government, the Contractor shall provide spares and consumables for MSS-N and MSS-T units undergoing repairs at designated sites to packaging, handling, shipping and transportation of said spares and consumables.
7. The contractor shall recommend to the Government support equipment required for the test, and maintenance of MSS-N and MSS-T units. When approved by the



Government the Contractor shall procure designated MSS-N and MSS-T support equipment.

8. Upon receipt of additional funding, the Contractor shall set up a rotatable spares and consumables funds pool for repair of MSS-N and MSS-T units of (b) (4) USD which shall be used to procure spares and consumables to repair MSS-N and MSS-T units. All spares or consumables costing in excess of (b) (4) USD shall be approved by a Government person designated by the Contracting Officer prior to the Contractor acquiring same. This rotatable pool will be incorporated and funded under CLIN 0003C.
9. The period of performance for CLINs 0003C and 0003D is from 5 December 2008, as given through verbal authorization from the contracting officer, through 31 January 2009.
10. Contractor performance under CLIN0005 is hereby authorized for all effort associated with Tucson Sector Deployments, except Tucson and Ajo deployment maintenance.
11. Incremental funding remains the same at \$13,200,000. The work performed against CLINs 0003C and 0003D falls within this funding.
12. The MSS parts list attached is added to Attachment (4) to this task order.
13. As a result of this modification, the total estimated value of the task order is increased by \$370,967 from \$31,367,690 to \$31,738,657.
14. All other terms and conditions, including those outlined in P00001 regarding MSS spares, remain the same.

