

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00023 3. EFF. DATE 03/15/2010 4. REQUISITION/PURCHASE REQ. NO. 0020036108 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 70050800 7. ADMINISTERED BY (If other than Item 6) CODE
 DHS - Customs & Border Protection DHS - Customs & Border Protection
 CBP CBP
 1901 South Bell Street 1901 South Bell Street
 Arlington VA 20598 Arlington VA 20598

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.
 THE BOEING COMPANY DBA/BOEING 1215 SOUTH CLARK ST (STE 600) STE 600 ARLINGTON VA 22202-3259
 CODE 807414318 FACILITY CODE 10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J20165
 10B. DATED (SEE ITEM 13) 11/02/2009

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)

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: FAR 43.103A BILATERAL MODIFICATION
 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.)
 See Continuation Pages.

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) Judith A. Simpson
 (b) (6) 15C. DATE SIGNED 3/17/10 (b) (6) 16C. DATE SIGNED 3/17/10

a. The purpose of this modification, as indicated in the following pages is to right-size the base period, definitize the six week period of performance extension, and add Section G to the Task Order, as follows:

1. As a result of the right-sizing of the base period, the Task Order Value is decreased by \$4,680,038.35 as depicted in Table I below. The Task Order Value is decreased from \$61,639,353.00 to \$56,959,314.65.

TABLE I

CLIN	Cost	Fee	Price
CLIN 0001- ILS PSP Development & Implementation	(b) (4)	(b) (4)	\$(1,397,332.62)
CLIN 0002 - Facilities	(b) (4)	(b) (4)	\$(928,468.69)
CLIN 00013-A – P28 – CMLS Support	(b) (4)	(b) (4)	\$0
CLIN 0003B – MSS Spares 1	(b) (4)	(b) (4)	\$(21,419.25)
CLIN 0003C – MSS Spares 2	(b) (4)	(b) (4)	\$(42,377.22)
CLIN 0003D – MSS Labor 1	(b) (4)	(b) (4)	\$(366,124.10)
CLIN 0003E – MSS ODC 1	(b) (4)	(b) (4)	\$(379,592.33)
CLIN 0004 – Northern Border Demonstration Support	(b) (4)	(b) (4)	\$(37,151.00)
CLIN 0005A – Tucson 1	(b) (4)	(b) (4)	\$(2,601,335.39)
CLIN 0005B – Ajo Deployment	(b) (4)	(b) (4)	\$(2,491,307.00)
ILS TO Total	(b) (4)	(b) (4)	\$(4,680,038.35)

2. The six week support effort for the period of performance from September 18, 2009 through October 31, 2009 is definitized as depicted in Table II below for a total increase in Task Order Value of \$3,738,217.00 from \$56,959,314.65 to \$60,697,531.65.

TABLE II

CLIN	Cost	Fee	Price
CLIN 0001	(b) (4)	(b) (4)	\$1,656,256
CLIN 0002	(b) (4)	(b) (4)	\$250,664
CLIN 00013-A	(b) (4)	(b) (4)	\$952,742
CLIN 0003-D	(b) (4)	(b) (4)	\$247,433
CLIN 00041	(b) (4)	(b) (4)	\$37,151
CLIN 0005-A	(b) (4)	(b) (4)	\$341,482
CLIN 0005-B	(b) (4)	(b) (4)	\$37,151
CLIN 0001 Trv	(b) (4)	(b) (4)	\$215,338
CLIN Total	(b) (4)	(b) (4)	\$3,738,217

3. As a net result, of the above changes, the new Total Task Order Value is \$60,697,531.65 as depicted in Table III.

Table III

CLIN	Cost	Fee	Price
CLIN 0001	(b) (4)	(b) (4)	\$3,084,366.38
CLIN 0002	(b) (4)	(b) (4)	\$7,632,736.31
CLIN 00013	(b) (4)	(b) (4)	\$17,247,538.52
CLIN 0003B	(b) (4)	(b) (4)	\$1,478,580.75
CLIN 0003C	(b) (4)	(b) (4)	\$119,189.78
CLIN 0003D	(b) (4)	(b) (4)	\$1,090,709.90
CLIN 0003E	(b) (4)	(b) (4)	\$120,407.67
CLIN 0004	(b) (4)	(b) (4)	0
CLIN 0005A	(b) (4)	(b) (4)	\$2,862,629.34
CLIN 0005B	(b) (4)	(b) (4)	0
CLIN 1001	(b) (4)	(b) (4)	\$7,967,900.00
CLIN 1002	(b) (4)	(b) (4)	\$1,087,713.00
CLIN 1003	(b) (4)	(b) (4)	\$14,542,619.00
CLIN 1004	(b) (4)	(b) (4)	\$1,922,540.00
CLIN 1005	(b) (4)	(b) (4)	\$1,540,601.00
Total Task Order Value	(b) (4)	(b) (4)	\$60,697,531.65

4. Total Task Order incremental funding remains the same at \$61,639,353.00. A modification de-obligating the difference between the Total Task Order Value and the Funded Value is forthcoming.

b In addition, Section G is added to the task order as follows:

SECTION G

CONTRACT ADMINISTRATION DATA

G.13052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.3 SUBMISSION OF INVOICES (JUN 2009)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS- Customs & Border Protection

National Finance Center

PO Box 68908

Indianapolis, IN 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

Vendor payment inquiry hotline: 317-614-5001 or fax your inquiry to 317-298-1038.

2. Contracting Officer's Technical Representative (COTR) for this contract:

(b) (6)

1901 South Bell Street
Arlington, Virginia 20598

(b) (6)

OR as an alternative:

Email: (b) (6)

3. Contracting Officer (CO) for this contract:

DHS/U.S. Customs and Border Protection
Attention: Frank S. Duarte

SBI Acquisition-SWFO
2010 W. Ajo Way
Building 8 (Security Gate)
Tucson AZ 85713-5607

Email: (b) (6)

To constitute a proper invoice, the invoice shall include all the items required by
Federal Acquisition Regulation (FAR) 32.905.

[End of Clause]

[END OF SECTION G]

c. All other terms and conditions remain the same.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA MODIFICATION: HSBP1208J20165P00023**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	ILS SUPPORT - BASE PERIOD	1.000	AU	\$814,922.00	\$814,922.00
20	MSS O&M Support	1.000	AU	\$1,500,000.00	\$1,500,000.00
30	ILS - BASE PERIOD	1.000	AU	\$4,000,000.00	\$4,000,000.00
40	LINE 10 ILS SUPPORT-BASE DEOB RECOVERY	1.000	AU	\$6,885,078.00	\$6,885,078.00
50	MSS O&M Support	1.000	AU	\$1,500,000.00	\$1,500,000.00
60	MSS/TUS1/AJO1/NB O&M Support	1.000	AU	\$4,000,000.00	\$4,000,000.00
70	Facilities Support	1.000	AU	\$2,000,000.00	\$2,000,000.00
80	MSS/TUS1/NB O&M Support	1.000	AU	\$2,000,000.00	\$2,000,000.00
90	Training Facility & incremental funding	1.000	AU	\$4,000,000.00	\$4,000,000.00
100	TUS1/NB /MSS O&M Support	1.000	AU	\$4,000,000.00	\$4,000,000.00
110	TUS1/NB /MSS O&M Support	1.000	AU	\$1,300,000.00	\$1,300,000.00
120	TUS1/NB /MSS O&M Support	1.000	AU	\$3,252,928.00	\$3,252,928.00
130	TUS1/NB /MSS O&M Support	1.000	AU	\$5,000,000.00	\$5,000,000.00
140	TUS1/NB /MSS O&M Support	1.000	AU	\$21,386,425.00	\$21,386,425.00

Total Funded Value of Award:

\$61,639,353.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0900009000Z00008173SB02 SB2002525	\$814,922.00
20	6100.2525USCSGLCS0900009000Z00008400BN01 SB2002525	\$1,500,000.00
30	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$4,000,000.00
40	6100.2525USCSGLCS0900009000Z00008173SB02 SB2002525	\$6,885,078.00
50	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$1,500,000.00
60	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$4,000,000.00
70	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$2,000,000.00
80	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$2,000,000.00
90	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$4,000,000.00
100	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$4,000,000.00
110	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$1,300,000.00
120	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$3,252,928.00
130	6100.2525USCSGLCS0900009000Z00009173SB02 SB2002525	\$5,000,000.00
140	6100.2525USCSGLCS0900009000Z00010173SB02 SB2002525	\$21,386,425.00

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection Secure Border Initiative (SBI)net 1300 Pennsylvania Ave NW Rm 7.5 Washington, DC 20229	10	1.000	01/23/2008
	20	1.000	09/08/2008
	30	1.000	10/30/2008
	40	1.000	01/09/2009
	50	1.000	12/03/2008

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
	60	1.000	03/19/2009
	70	1.000	09/17/2009
	80	1.000	09/17/2009
	90	1.000	09/17/2009
	100	1.000	07/17/2009
	110	1.000	09/04/2009
	120	1.000	09/17/2009
	130	1.000	09/17/2010
	140	1.000	09/17/2010