

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. P00021	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	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
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6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) THE BOEING COMPANY OBA/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
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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 6 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 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This supplemental agreement settles the Partial Termination settlement proposal resulting from the Notice of Termination dated November 26, 2008.

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)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ronald O. Ortega
Contracting Officer

(b) (6)

16C. DATE SIGNED
7/31/09

This supplemental agreement settles the Partial Termination settlement proposal resulting from the Notice of Termination dated November 26, 2008. The parties agree as follows:

1. The contract is amended by deleting the terminated portion as follows:

Efforts associated with the Service Pack, Release 1 Production, and Release 1 Development under the Command, Control, Communications and Intelligence (C3I) Task Order.

2. Settlement Value is:

Cost:	(b) (4)
Base Fee:	(b) (4)
Fee:	(b) (4)
Price:	\$1,692,343

3. As a result of the difference between the Settlement Value and NTE Value (P00001), the following CLINs are revised as follows:

CLIN 0001 (b) (4) is decreased by (b) (4)
(b) (4)

CLIN 0005 (b) (4) is decreased by (b) (4)

CLIN 0006, (b) (4) is decreased by (b) (4)
(b) (4)

4. The Contractor's allowable costs and earned fee, if any, for the terminated portion of the contract will continue to be reimbursed on SF 1034, Public Voucher for Purchase and Services Other Than Personal, under the applicable provisions of the contract and Part 31 of the Federal Acquisition Regulation.
5. This settlement constitutes payment in full and complete settlement of the amount due the Contractor for the partial termination of the contract and all other demands and liabilities of the Contractor and the Government under the contract.
6. The Contractor unconditionally waives any additional charges against the Government arising under the terminated portion of the contract or by reason of its termination, including, without limitation, all obligations of the Government to make further payments or to carry out any further undertakings under the terminated portion of the contract. The Government acknowledges that the Contractor has no obligation to perform further work or services or to make further deliveries under the terminated portion of the contract. Nothing in this paragraph affects any other covenants, terms, or conditions of the contract
5. All other terms and conditions remain unchanged