

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. P00023	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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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.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J19363
CODE 807414318 FACILITY CODE	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: This modification authorizes the Boeing Company to initiate actions to provide Software Operational
<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 modification authorizes the Boeing Company to initiate actions to provide Software Operational and Maintenance (SW O&M) support.

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.



16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Ronald O. Ortega
Contracting Officer

16C. DATE SIGNED
7/31/09

This modification authorizes the Boeing Company to initiate actions, on August 7, 2009, to provide Software Operational and Maintenance (SW O&M) support in accordance with Attachment 1, Statement of Work entitled "**Command, Control, Communications, and Intelligence (C3I) System Development and Sustainment**", version 4. CLIN 0008 is established for this effort and has a not to exceed (NTE) amount of \$2,000,000. The parties agree as follows:

1. The following have been added by full text:

52.216-24 Limitation of Government Liability (Apr 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,000,000 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$68,959,286 dollars.

52.216-25 Contract Definitization. (Oct 1997)

(a) A Fixed Price – Level of Effort definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Fixed Price – Level of Effort proposal and cost or pricing data supporting its proposal.

- (b) The schedule for definitizing this contract is:

Receipt of Qualifying Proposal	July 20, 2009
Start Negotiations:	August 11, 2009
Definitization	August 28, 2009

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause

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

CLIN 0008 is increased by \$2,000,000 from \$0 to \$2,000,000.

CLIN 0004A is decreased by \$2,000,000 from \$8,355,592 to 6,355,592.

4. The following CLINs funded value are revised as follows:

CLIN 0008 is funded at \$2,000,000 from \$0 to \$2,000,000.

CLIN 0004A funding is decreased by \$2,000,000 from \$2,659,527 to \$659,527.

2. All other terms and conditions remain unchanged