

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 09/26/2008	4. REQUISITION/PURCHASE REQ. NO. 0020036108	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 7.2C 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
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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. / HSBP1208J20165
CODE 807414318 FACILITY CODE	10B. DATED (SEE ITEM 13) 08/16/2008

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.

<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.)
See following 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) Judy Simpson Contracting Officer	16C. DATE SIGNED 9/26/08
(b) (6)	SIGNED 9/26/08	(b) (6)

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

1. CLIN 0003B is hereby exercised and changed from "Spares" to "Mobile Surveillance System (MSS) Spares" as follows:
2.

CLIN	Description	Estimated Cost (NTE)	Fixed Fee
CLIN 0003B	Mobile Surveillance System (MSS) Spares	(b) (4)	(b) (4)
3. CLIN 0003B is for the purchase of material only. This is a cost reimbursement CLIN to be utilized as necessary for the purchase of Mobile Surveillance System (MSS) spares and spare parts. Fixed fee shall be invoiced at a rate of (b) (4) per cost of the invoice up to the fixed fee amount of (b) (4). This funding is for spares and repair parts as provided in Attachment (1).
4. The period of performance for CLIN 0003B is 150 days.
5. Boeing is to provide to the Contracting Officer's Technical Representative (COTR) an itemized repair estimate on all MSS units, broken down to show parts and labor. Repair estimates are best engineering technical estimates and are not a formal commitment on behalf of the Boeing Company. Boeing is to produce a Bill of Material (BOM) on each system to catalog differences. BOMs are limited to identifying failed items inducted for repair. All repair orders, spares, and spare parts over (b) (4) require approval of the COTR before being purchased. These requests should be consolidated, when possible, and shall include supporting documentation justifying the purchase of each unit of issue of spare and repair parts. The justification shall include description of the need for the part or item and the method of determining price reasonableness. Boeing will procure items in accordance with their approved Purchasing System. Boeing will perform a configuration audit on each MSS system repaired. The configuration audit will include the Original Equipment Manufacturer part number and manufacturer, quantity, supplier unit price, total price. CBP will furnish Configuration Management lists for the existing MSS units.
6. The Government will prioritize repairs to ensure maximum utilization of available assets. Prioritization is limited to the MSS units and does not include the P-28 System. All repairs will be performed at the Tucson warehouse. The Government is responsible for transporting MSS units in need of repair to/from the Tucson warehouse. Labor hours for suppliers and Boeing associated with the repair of these units will be added under a separate modification to CLIN 0003A under this task order when FY-09 funding is available, and requirements are identified, validated, and mutually agreed upon by the Government and contractor.
7. When work commences, a daily status report of the systems, the work being performed, and estimated completion dates will be provided to the COTR, similar

to the information currently provided for P-28 but will not be part of Ao tracking or calculations for any incentive fee including that related to tower sensor prime mission product. The report will be in the format already established and distributed.

8. Boeing shall maintain separate cost accounts, by job order or other suitable accounting procedure, of all incurred direct costs associated with the purchase of MSS technical support, spare and repair parts and repair of MSSs. Boeing will establish charge numbers (CCNs) to capture cost by supplier.
9. The following changes are made to the Section C Statement of Work:
 - a. Paragraph 3.0 e is changed to read:
 - e. Depot repair and supply support is required in the form of Interim Contractor Logistics and Maintenance Support (ICMLS) Services. Transition to organic Government support is projected to use a phased approach as defined in the SBInet ILS PSP transition plan.
 - b. Under paragraph 3.1.6, "Logistics Program Milestone Chart", the last sentence is changed to read, "Subsequent deliveries shall be made by the close of business (eastern standard or daylight time) on the last working day of each month.
 - c. Paragraph 4.0, "Period of Performance", is deleted in its entirety.
10. Boeing is authorized to charge and invoice costs associated with training, software licenses, VSAT/SAT phone airtime (as required to support ongoing P-28 operations), Boeing procurement labor hours and call center support under CLIN 0005. No other effort under CLIN 0005 is authorized at this time.
11. As a result of this modification, the total estimated value of the task order is increased by \$1,500,000.00 from \$23,416,456.00 to a new total estimated cost of \$24,916,456.00. The total funded amount is \$9,200,000.
12. All other terms and conditions remain unchanged.

**ATTACHMENT INFORMATION
FOR
AWARD/ORDER/IA HSBP1208/20165, MODIFICATION P00001**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00030	Line Item (Priced/Information/Option):	P		
Supplies/Services:	MSS O&M Support				
	Qty	Unit	Unit Price	Ext. Price	
	1	AU	\$1,500,000.0000	\$1,500,000.0000	
Total Funded Contract Value:				<u>\$1,500,000.0000</u>	

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00030 6100.2525USCSGLCS0900009000Z00008400BN01 SB2002525 **Amount** \$1,500,000.000

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
 Secure Border Initiative (SBInet)
 1300 Pennsylvania Ave NW Rm 7.5
 Ronald Reagan Federal Building
 Washington DC 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00030	1	02/25/2009		

1	Filter, Fuel, Gen Set	1492513	Cummins Onan	Racor R12T	55
2	Filter, Air, Gen Set	140-3351	Cummins Onan	N/A	55
3	Filter, Oil, Gen Set	185-7444	Cummins Onan	N/A	27
4	Camera, Thermal Imager	23047MZ	Axsys	Xtreme XS	3
5	Pan & Tilt Pedestal	820080	RVision	Carbide 150	4
6	Charger, 12V DC	05503	On-Board Solutions	N/A	2
7	Charger, 24V DC	93-24605SP-A	Charles Industries	N/A	2
8	Transmit/Receive Antenna (Radar or TRA)	366-1020-001	Telephonics	ARSS-1	3
9	Laptop Computer	RNB230	Rugged Notebooks	Rough Rider Max Duo	1
10	Camera Assy, Daytime	820112	Hitachi	N/A	1
11	Sensor Control Module (Brain Box)	CSCU-LR	Sentel	Brain Box	1
12	Monitor, Ruggedized LCD Video Display	VT151XHBV-2-00-0-01	Vartech Systems	N/A	1
13	Drive Pedestal, Radar	366-1500-001	Telephonics	ARSS-1	1
14	Global Positioning System (GPS)	804-0035	Hemisphere	V100	1
15	Control Box, Truck Cab	002-0000-00	Telephonics	N/A	1
16	Digital Video Recorder	QDC	nNovia	QC Deck	1