

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 07/03/2008	4. REQUISITION/PURCHASE REQ. NO. 0020040998	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 CODE 807414318 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J21892
	10B. DATED (SEE ITEM 13) 06/25/2008

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)
See Page 3

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 type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22 Limitation of Funds
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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.)

A. The purpose of this modification is to: (1) authorize the contractor to commence work regarding CLINs 00050, 00060 and to begin program management (CLIN 00010) in support of CLINs 00050, 00060; (2) to provide additional funds in the amount of \$14,700,000.00; and (3) provide Government administrative information.

B. Task Order HSBP1208J21892 is hereby modified as follows: see page 2.

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.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) Sr. Manager C&P	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara A. Janitis Contracting Officer
15C. DATE SIGNED (b) (6) 7/7/08	16C. DATE SIGNED (b) (6) July 8, 2008

14. (Continued)

	Estimated Cost	Target Fee	Total
CLIN 00030	(b) (6)	(b) (6)	(4)
Changed From:			
Changed By:			
Changed To:			
CLIN 00050	(b) (6)	(b) (6)	(4)
Changed From:			
Changed By:			
Changed To:			
CLIN 00060	(b) (6)	(b) (6)	(4)
Changed From:			
Changed By:			
Changed To:			
GRAND TOTAL	(b) (6)	(b) (6)	(4)
Changed From:			
Changed By:			
Changed To:			

Funds are provided through 30 September 2008.

C. The following administrative information is provided:

<u>Contracting Officer</u>	<u>Contract Specialist</u>
Barbara A. Janitis	(b) (6)
(b) (6)	(b) (6)
202-344-2720 (fax)	202-344-2720 (fax)
(b) (6)	(b) (6)
<u>Contracting Officer's Technical Representative</u>	
(b) (6)	
(b) (6)	
202-344-2480 (fax)	
(b) (6)	

Contracting Officer's Technical Representative Designation letter is attached (5 pages).

D. Period of Performance is unchanged.

E. All other terms and conditions remain unchanged.

[End of Modification]

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00030 (b) (4)	6999.3194USCSGLCS0900009000Z00008173SB03 SB3003194	Amount
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Item: 00050 (b) (4)	6999.3194USCSGLCS0900009000Z00008173SB03 SB3003194	Amount
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Item: 00060 (b) (4)	6999.3194USCSGLCS0900009000Z00008173SB03 SB3003194	Amount
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**U.S. Customs and
Border Protection**

To: (b) (6) (b) (6)

From: Barbara A. Janitis, Contracting Officer (b) (6)

Date: June 25, 2008

Subject: Designation of Contracting Officer's Technical Representative (COTR) In support of Task Order Number HSPB1208J21892 under Contract HSBP1006D1353

In accordance with the procurement policies and procedures contained in the Department of Homeland Security Acquisition Manual (HSAM), a Contracting Officer's Technical Representative (COTR) shall be designated to monitor contract performance and other contract administration duties associated with the award of a formal contract.

You are hereby designated as the COTR in connection with the technical phases of subject contract. Listed below are the designated areas of responsibility.

A. DESIGNATION OF COTR

This designation sets forth in detail the full extent of the COTR's authority and limitations therein. The designation does not change or supersede the established line of authority and/or responsibility of any organization. Changes in the designation COTR will be made by modification to the contract and letter designation as the need arises. This designation appointment COTR applies to the subject contract only, and shall terminate on completion of the contract, unless sooner terminated in writing by the Contracting Officer or his/her successor, or by reason of your reassignment.

B. SCOPE AND SPECIFIC RESPONSIBILITIES

This designation is specifically limited to the responsibilities and authority contained herein and does not serve to confer authority to grant deviation from contract provisions. Extreme care should be taken by the COTR in the preparation of instructions to the Contractor to insure that subject matter does not alter the terms and conditions of the contract.

Your specific duties include the following:

1. Monitoring the vendor's performance of the technical requirements to assure that performance is strictly within the scope of the contract;
2. Coordinating with the Contracting Officer and the Program Office on actions relating to funding and changes in the scope of work;
3. Referring to the Contracting Officer those matters, other than purely technical problems, which may effect the performance of the contract;
4. Confirming all significant technical instructions to the Contractor;
5. Assuring that all changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the Contractor proceeds with the changes;
6. Assuring prompt review of draft reports and providing approval to the Contractor so that the distribution of the reports can be within the specified completion date of the contract, and assuring that adequate records of the inspection and testing period are kept so that acceptance can be made and the contractor paid. Acceptance shall be made by the COTR or designated representative(s); rejections, if necessary will be made by the Contracting Officer;
7. Reviewing the vendor invoices to ensure that they reflect accurately the work completed in accordance with the requirements of the contract and certifying acceptance;
8. Informing the Contracting Officer when a Contractor is known to be behind schedule and coordinating with the Contracting Officer to determine necessary corrective action to restore that contract schedule;
9. Furnishing to the Contracting Officer a copy of Government/Contractor conference reports and correspondence, and coordinating with the Contracting Officer the content of any contractually significant correspondence addressed to the Contractor in order to prevent possible misunderstanding or the creation of a condition that may be made by the basis of a later claim. All correspondence addressed to the Contractor will be signed by the Contracting Officer;
10. Requesting the Contracting Officer to authorize Government-furnished property and, when requested by the Contracting Officer, furnishing disposition advice on Government-furnished property or contractor acquired property;
11. Maintaining a contract working file;
12. Furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion;

13. Reporting to the Contracting Officer and Legal Counsel suspected procurement frauds, bribery, conflicts of interest and/or any other improper conduct;
14. Reviewing and submitting recommendations to the Contracting Officer on subcontracts with respect to their relationship with the prime contract;
15. Forwarding to the Contracting Officer, the Contractor's requests for public release of information regarding work being performed under the contract;
16. Notifying the Contracting Officer of inventions by the Contractor during the performance of the contract;
17. Furnishing the Contracting Officer a formal request for termination, when required; and
18. Evaluating the Contractor's request for travel.

C. EXCLUSIONS FROM COTR RESPONSIBILITIES

The COTR is expressly excluded from performing or being responsible for the following:

1. Modifying the stated terms and conditions as set forth in the contract;
2. Approving items of cost not specifically authorized by the contract;
3. Issuing instructions to contractors to start and/or stop work;
4. Directing changes;
5. Executing supplemental agreements;
6. Rendering a decision on any dispute on any question of fact under the Disputes provision of the contract;
7. Taking any action with respect to termination, except notifying the Contracting Officer;
8. Authorizing the delivery or disposition of Government-furnished property not specifically authorized by the contract;
9. Giving guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope of terms of the contract; and
10. Discussing procurement plans and/or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for competitive procurement.

Violation of the foregoing may give the appearance that the Government is not acting in good faith. Commitments made to Contractors by other than the duly appointed Contracting Officer(s) can result in formal protests by other companies, embarrassment to the Department and Agency involved, criticism by the General Accounting Office and possible monetary loss to the individual and firm involved.

Acknowledgement of COTR designation, Task Order HSBP1208J21892

Name: (b) (6)

Title: PROGRAM ANALYST

Signature: (b) (6)

Date: 7 JUL 08

The COTR shall retain one copy of this letter, and shall return one copy to the Contracting Officer within 10 days of receipt, for placement in the contract file.