

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 4/30/2010	4. REQUISITION/PURCHASE REQ. NO 20040998	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security Customs and Border Protection 1901 South Bell Street Suite 800 Arlington VA 20598	CODE 7014	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE Department of Homeland Security Customs and Border Protection 1901 South Bell Street, Suite 800 Arlington, VA 20598		
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 2202-3259		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. /HSBP1208J21892 <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 06/25/2008		
CODE:	FACILITY CODE:			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				

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 ACKNOWLEDGMENT 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 SCHEDULE

**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 IAW FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is NOT  is required to sign this document and return \_\_\_\_\_ copies to the 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.

15A. NAME AND TITLE OF SIGNER (b) (6) Contract Administrator, The Boeing Co.	16A. NAME AND TITLE OF CONTRACTING OFFICER MARIO DIZON, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (b) (6) d to sign)	15C. DATE SIGNED 4/30/10
	16C. DATE SIGNED 4/30/10

The purpose of this Task Order modification is to:

1. Modify paragraphs in **P00020** as follows:

a. Change the paragraph a (3) to read:

“3. Line 00280 revises the funded amount of CLIN 00050 from (b) (4) to (b) (4) an increase of (b) (4)

b. Change paragraph b to read:

“b. Additionally, CLIN 00030 is decreased from (b) (4) to (b) (4) by (b) (4)

c. Change the last paragraph to read:

“e. All other Terms and Conditions remain unchanged.”

d. Add a Section B – “Supplies or Services and Prices/Costs” as follows:

CLIN	Description	Estimated Costs	Target Fees	Total Funding Values
00010	Professional services, travel, and data for Program Management/Administration in accordance (IAW) with the attached Statement of Work (SOW) For Arizona Deployment dated October 23, 2009. TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)	(b) (4)
00020	Professional Services, travel, and data for Tower Installation IAW the attached SOWfor Arizona Deployment dated TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)	(b) (4)
00030	Materiel, and data IAW the attached October 23, 2009. TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)	(b) (4)
00040	Schedule/Performance Award Fee TUS-1: (b) (4) AJO-1: (b) (4)	(b) (4)	(b) (4)	(b) (4)
00050	Professional services, travel, and data For Tower Payloads IAW the attached SOW for Arizona Deployment dated	(b) (4)	(b) (4)	(b) (4)

October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD

(b) (4) (b) (4) (b) (4)

00060 Professional services, travel, and data  
For Facilities IAW the attached  
SOW for Arizona Deployment  
dated October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD

00070 Professional services, travel, and data for  
Integration/Test IAW the attached SOW for  
Arizona Deployment dated October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD

00080 Repair of Government Property  
Descriptive Data: The Contractor shall in  
accordance with Section C, Paragraph C.1  
incorporated herein, for the cost of material,  
labor and equipment for the teardown,  
inspection, repair, and damages or lost of  
Government property. At the point where  
the (b) (4) has been expended, amount  
of equal to the Contractor shall not exceed  
the pre-approved or less than (b) (4)  
per unit without the written approval from the  
Contracting Officer. This CLIN is non-fee bearing.  
The period of performance shall be from  
04 Feb 2010 to 28 Feb 2011.

TOTALS

(b) (4) (b) (4)

2. Modify paragraphs in P00021 as follows:

a. Change paragraph c to read:

“c. This work is to be accomplished under CLIN 0010. CLIN 00010 estimated cost is  
increased from (b) (4) to (b) (4) by (b) (4)

b. Delete paragraph d in its entirety.

c. Change paragraph e to read:

“e. Task Order total funding value is increased from \$135,583,601 to \$135,602,799 by  
\$19,198.”

d. Change paragraph f to read:

“f. Task Order current funding available is increased from \$141,809,830 to \$141,829,028  
by \$19,198.”

e. Add a Section B – “Supplies or Services and Prices/Costs” as follows:

CLIN	Description	Estimated Costs	Target Fees	Total Funding Values
00010	Professional services, travel, and data for Program Management/Administration in accordance (IAW) with the attached Statement of Work (SOW) For Arizona Deployment dated October 23, 2009. TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)	(b) (4)
00020	Professional Services, travel, and data for Tower Installation IAW the attached SOWfor Arizona Deployment dated TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD			
00030	Materiel, and data IAW the attached October 23, 2009. TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD			
00040	Schedule/Performance Award Fee TUS-1: (b) (4) AJO-1: (b) (4)			
00050	Professional services, travel, and data For Tower Payloads IAW the attached SOW for Arizona Deployment dated October 23, 2009. TUS-1: cost estimate/fee: TBD AJO-1: cost estimate/fee: TBD			
00060	Professional services, travel, and data For Facilities IAW the attached SOW for Arizona Deployment dated October 23, 2009. TUS-1: cost estimate/fee: TBD AJO-1: cost estimate/fee: TBD			
00070	Professional services, travel, and data for Integration/Test IAW the attached SOW for Arizona Deployment dated October 23, 2009. TUS-1: cost estimate/fee: TBD AJO-1: cost estimate/fee: TBD			
00080	Repair of Government Property Descriptive Data: The Contractor shall in accordance with Section C, Paragraph C.1 incorporated herein, for the cost of material, labor and equipment for the teardown,			

inspection, repair, and damages or lost of Government property. At the point where the (b) (4) has been expended, amount of equal to the Contractor shall not exceed the pre-approved or less than (b) (4) per unit without the written approval from the Contracting Officer. This CLIN is non-fee bearing. The period of performance shall be from 04 Feb 2010 to 28 Feb 2011.

TOTALS

(b) (4) (b) (4) (b) (4)

3. Increase the total estimated cost of the Task Order from (b) (4) to (b) (4) by (b) (4). The increase in the estimated cost is a result of negotiations on 27 April 2010 to provide additional funding in support of contract performance through 31 May 2010.

4. Fully fund parent CLINs 00010, 00050, 00060, and 00070 pursuant to the HSBP1006DO1353 Limitation of Cost clause (FAR 52.232-20) up to the estimated cost value of (b) (4) by establishing new CLINs 00320, 00330, 00340, and 00350 for the funding of the aforementioned parent CLINs as follows:

a. CLIN 00320 increases the estimated cost value of CLIN 00010 from (b) (4) to (b) (4) by (b) (4)

c. CLIN 00330 increases the estimated cost value of CLIN 00050 from (b) (4) to (b) (4) by (b) (4)

d. CLIN 00340 increases the estimated cost value of CLIN 00060 from (b) (4) to (b) (4) by (b) (4)

e. CLIN 00350 increases the estimated cost value of CLIN 00070 from (b) (4) to (b) (4) by (b) (4)

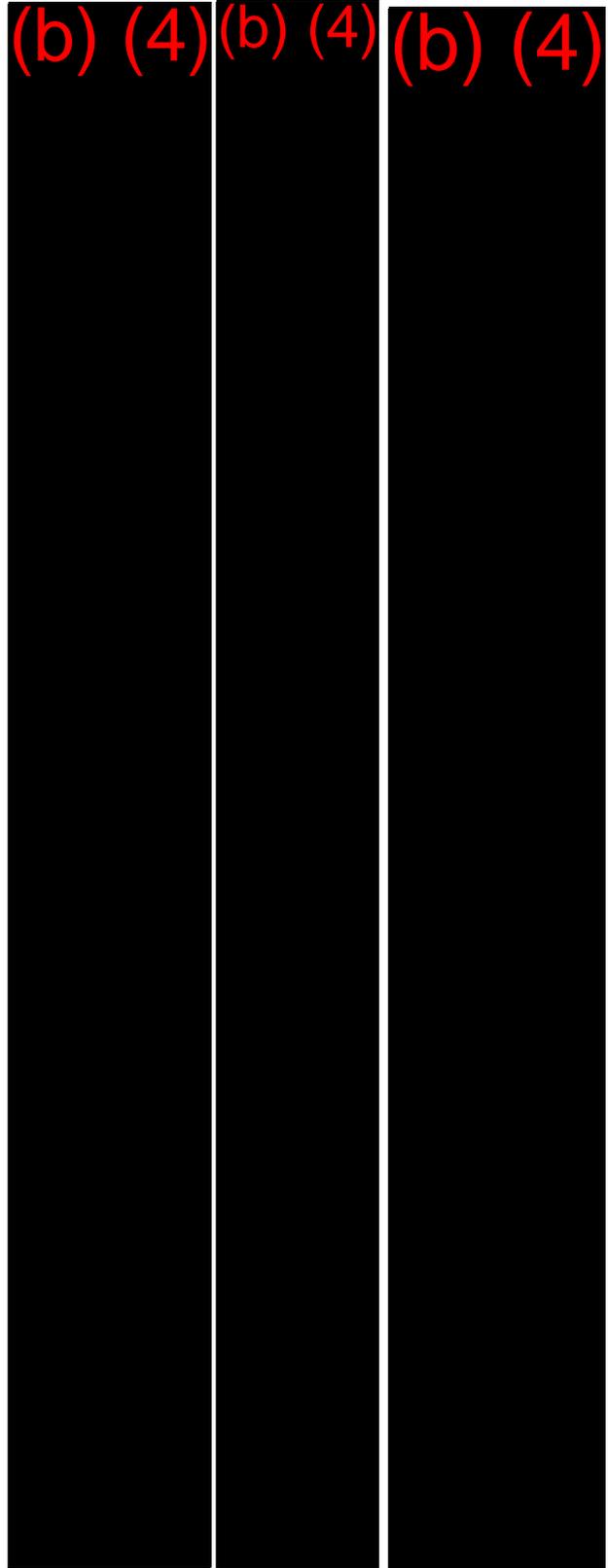
5. Section B for is hereby revised as follows:

a. Section B – Supplies or Services and Prices/Costs

CLIN	Description	Estimated Costs	Target Fees	Total Funding Values
00010	Professional services, travel, and data for Program Management/Administration in accordance (IAW) with the attached Statement of Work (SOW) For Arizona Deployment dated October 23, 2009. TUS-1 cost estimate/fee: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)	(b) (4)

- 00020 Professional Services, travel, and data for Tower Installation IAW the attached SOW for Arizona Deployment dated TUS-1 cost estimate/fee: TBD  
AJO-1 cost estimate/fee: TBD
  
- 00030 Materiel, and data IAW the attached October 23, 2009.  
TUS-1 cost estimate/fee: TBD  
AJO-1 cost estimate/fee: TBD
  
- 00040 Schedule/Performance Award Fee  
TUS-1: (b) (4)  
AJO-1: (b) (4)
  
- 00050 Professional services, travel, and data For Tower Payloads IAW the attached SOW for Arizona Deployment dated October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD
  
- 00060 Professional services, travel, and data For Facilities IAW the attached SOW for Arizona Deployment dated October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD
  
- 00070 Professional services, travel, and data for Integration/Test IAW the attached SOW for Arizona Deployment dated October 23, 2009.  
TUS-1: cost estimate/fee: TBD  
AJO-1: cost estimate/fee: TBD
  
- 00080 Repair of Government Property  
Descriptive Data: The Contractor shall in accordance with Section C, Paragraph C.1 incorporated herein, for the cost of material, labor and equipment for the teardown, inspection, repair, and damages or lost of Government property. At the point where the (b) (4) has been expended, amount of equal to the Contractor shall not exceed the pre-approved or less than (b) (4) per unit without the written approval from the Contracting Officer. This CLIN is non-fee bearing. The period of performance shall be from 04 Feb 2010 to 28 Feb 2011.

TOTALS



b. Section B – Contract Pricing Terms and Conditions, the following paragraphs are hereby revised:

## **2. PERIOD OF PERFORMANCE**

The period of performance for this task order is from June 25, 2008 through March 17, 2011.

The contractor is authorized to continue beyond the previous estimated end date of May 27, 2010 to Ready for Operational Test & Evaluation (RFOT&E) plus 60 days for TUS-1 and AJO-1 respectively. Government Inspection and Acceptance for TUS-1 shall occur no later than 160 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier. Government Inspection and Acceptance for AJO-1 shall occur no later than 90 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier.

## **3. TASK ORDER TYPE:**

This task order is issued under the SBInet Contract (HSBP1006D1353), which is an Indefinite Delivery/indefinite-Quantity (IDIQ) contract.

This task order is a Cost-Plus Incentive (CPIF) for cost incentives and a Cost-Plus Award Fee (CPAF) for performance/schedule incentives. The award fee establishes the evaluation criteria, responsibilities and procedures for evaluating Boeing's performance for mission effectiveness toward achieving accelerated tower deployment for TUS-1 and AJO-1. Pursuant to Modification P00019, the cost incentive provisions have been reduced to the minimum base fee of (b) (4) and the award fee for the TUS-1 share has been conceded and reduced to (b) (4).

## **4. TOTAL TASK ORDER TARGET COST, BASE FEE, AWARD FEE, AND OVERALL COMPLETION DATE**

Total task order target cost and base fee is \$145,117,765. The total task order target cost is (b) (4). The total task order base fee is (b) (4) which is approximately (b) (4) of total task order total cost less travel and travel related indirect costs, and facilities capital cost of money less (b) (4) in reduction of the incentive fee as of a result of incentives offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010. The total award fee is (b) (4) which is approximately (b) (4) of total task order total cost less travel and travel related indirect costs, and facilities capital cost of money less the TUS-1 distribution. The total task order target cost, base fee, and award fee are set for task order target completion of not later than March 17, 2011.

## **6. Obligation of Funds**

a. Total funds in the amount of \$148,546,292 are obligated herewith and made available for payment of allowable and allocable costs and fees from the effective date of this Task Order through Final Acceptance as follows:

CLIN	Current Funding Available
00010	(b) (4)
00020	
00030	
00040	
00050	
00060	
00070	
00080	
<b>Total Funding</b>	<b>\$148,546,292</b>

(Note: CLIN 00080 was funded by reducing the task order incentive fee funding amount by (b) (4) under modification P00017 for repairs of Government property as of a result of consideration offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010.)

b. Funds are obligated by line item. Allocation of estimated costs and base fee is shown by project; specifically, TUS-1 and AJO-1 within the description of the line item. The contractor shall notify the contracting officer in writing with a detailed explanation of any change in the specific project's estimated cost. All parties shall come to an agreement of the revised project cost within three (3) working days; and the contracting officer will notify the contractor of the acceptance of the revised cost within three (3) working days. The contracting officer will reallocate funds accordingly via modification to the task order. The contractor is authorized to invoice at the Contract Line Item (CLIN) level.

4. As a result of this task order modification, the Task Order total funded value is increased from \$141,829,028 to \$148,546,292 by \$6,717,264.

5. All other Terms and Conditions remain in full force and effect.